

**AGREEMENT**

**BETWEEN THE**

**CITY OF JOHN DAY, OREGON**

**AND THE**

**GRANT COUNTY POLICE OFFICERS' ASSOCIATION**

**2016-2019**

# **CITY OF JOHN DAY AND GRANT COUNTY POA AGREEMENT**

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## **PREAMBLE**

This contract is in effect between the City of John Day, Oregon (hereinafter “Employer”) and the Grant County Police Officers’ Association (hereinafter “Association”) and is entered into for the purposes of establishing wages, hours, and other terms and conditions of employment.

The purpose of this Agreement is to set forth the full and complete agreement between the parties on matters relating to employment relations.

**ARTICLE 1**  
**RECOGNITION**

**1.1 Recognition**

The Association is recognized as the sole and exclusive collective bargaining representative for the purpose of establishing wages, hours, fringe benefits, and other working conditions for all full time employees and part time employees who regularly work not less than twenty (20) hours per week in the bargaining unit, as certified by the Employment Relations Board (ERB). Positions excluded from the bargaining unit are the Chief of Police, other supervisors, confidential employees as determined by the ERB and temporary employees. "Temporary employees" are defined as those employed for fewer than 180 days in any calendar year.

Persons hired under Federal and State grants or funded through joint programs with other agencies shall be subject to this collective bargaining agreement. Persons hired under such grants or programs shall not be utilized to under-fill permanent Police Officer positions.

**1.2 New Classifications**

New classifications may be developed by the Employer, and a wage scale for those classifications may be assigned by the Employer. The Employer shall notify the Association and provide the Association with a copy of the job description for the new classification and the wage scale assigned thereto.

In the event the Association and the Employer agree that the newly-created job classification appropriately belongs in the bargaining unit, and if the Association serves notice of its desire to bargain over the wage rate assigned the classification, the Association and the Employer shall enter into negotiations for wages and those issues unique only to the created position.

In the event the Employer disagrees with the Association's contention that the newly created position appropriately belongs in the bargaining unit, the Association has the option to appeal to ERB.



## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

#### **2.1 Management Rights**

In addition to rights specified elsewhere in this Agreement, the Employer shall have all legal and customary rights including, but not limited to, the exclusive right to determine the mission of its constituent departments and divisions, boards and commissions; set standards, types and frequency of services, exercise control and discretion over its organization, operations, and the technology of performing its work; determining the procedures and standards of selection for employment and promotion; direct and supervise employees; assign duties, schedules, hours of work; take disciplinary action, including termination, for just cause; relieve employees from duty due to workload deficiencies, reduction of budgeted positions, reallocation of work assignments and other justifiable causes; establish and administer the fiscal budget; evaluate employee performance; determine the content of job classifications; assume all necessary actions to carry out its mission in emergencies and other situations of unusual or temporary circumstances; maintain the efficiency of its operation and determine the means, methods and personnel by which such operations are to be conducted.

The rights of employees in the bargaining unit and of the Association are limited to those specially set forth in this Agreement, and the Employer retains all authority, powers, privileges and rights not specifically limited by the terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the arena of collective bargaining. It is agreed that this document contains the full and complete Agreement on all bargaining issues between the parties and for all whose benefit this Agreement is made. In the event of a conflict between the provisions of the Agreement and any rule or regulation heretofore existing, the provisions of this Agreement shall control.

#### **2.2 Work Rules**

The parties jointly recognize that as elected or appointed officials, the City Council is directly responsible to the citizens of the City and the public generally for performance of functions and services performed or offered by the City. These responsibilities cannot be delegated. For this reason, it is jointly recognized that the City Council must retain broad authority to fulfill and implement its responsibilities and may do so by work rule, oral or written, existing or future.

It is agreed that no work rule will be promulgated or implemented which is inconsistent with the specific provisions of this Agreement, or affects a mandatory subject of collective bargaining or a permissive subject with a mandatory impact, as set out in ORS 243.650 et seq. All work rules which have been or shall be reduced to writing will be furnished to the Association and to affected employees seven (7) days prior to their implementation.

### **2.3 Wage Payback**

As required by ORS 181A.620, when an employee of the bargaining unit, whose classification or other terms of employment requires specific training, voluntarily leaves City employment and is subsequently employed by a different governmental agency in a position that requires the same training, the new agency shall reimburse the City for the costs of the specific training that the City incurred according to the reimbursement schedule stated in subsection (3) of ORS 181A.620.

## **ARTICLE 3**

### **NON-DISCRIMINATION**

#### **3.1 Employees Rights**

Employees shall have the right to form, join, and participate in, the activities of an employee organization of their own choosing, for the purpose of representation on matters of employment relations. Employees also have the right not to join or participate in the activities of employee organizations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the Employer or the Association because of the exercise of his rights.

#### **3.2 Non-Discrimination**

The Employer and the Association agree that the provisions of this Agreement shall be applied to all employees in the bargaining unit without discrimination as to race, color, religion, sexual preference, sex, age, national origin, or mental or physical disability. However, the Employer has the right to establish bona fide occupational qualifications and requirements. Nothing contained in this Agreement shall prevent the Employer from making reasonable accommodations under the Americans with Disabilities Act.

#### **3.3 Use of Gender**

All references to employees in this Agreement designate both sexes wherever the male gender is used and shall be construed to include male and female employees.

## **ARTICLE 4**

### **DUTY TO BARGAIN CHANGE OF TERMS**

The Employer and the Association agree that any change in the terms of this Agreement affecting a mandatory subject of collective bargaining or a permissive subject with a mandatory impact, will be bargained before the change is implemented, as provided for under ORS 243.698.

## **ARTICLE 5**

### **STRIKES**

#### **5.1 Strikes**

The Association and its members agree that they will not initiate, cause, permit, participate in, or join any strike against the Employer. Employees will not honor any picket lines when called upon to cross said picket lines in the discharge of their duties.

#### **5.2 Lockouts**

The Employer shall not lockout employees for any reason for the duration of this Agreement.

## **ARTICLE 6**

### **MILEAGE AND PER DIEM**

#### **6.1 Mileage**

An employee required by the Employer to report for special duty such as schools, conferences, training, etc., outside the corporate limits of the City of John Day, shall be furnished with a City vehicle as first choice. If the employee chooses to utilize his or her personal automobile when a City vehicle is available, the employee shall be reimbursed actual gas cost, for which receipts shall be required. As a last resort, an employee who is required to use his or her own automobile for transportation to such location shall be compensated at the actual IRS mileage reimbursement rate for the use of such automobile. Such mileage shall be calculated from the normal work site.

#### **6.2 Per Diem**

When an employee's duties require him to travel outside the City, the Employer agrees to advance that employee, if necessary, the reasonable cost of meals and lodging not to exceed:

Meals up to \$35.00 per day  
Motel or Hotel: Actual Expense

Upon return, the employee will present to the Employer the receipts for actual expenses incurred and necessary adjustments shall be made.

## **ARTICLE 7**

### **ASSOCIATION BUSINESS**

#### **7.1 Association Representative**

The Employer and the Association recognize that harmonious labor relations are beneficial to both parties. The parties further recognize that the Association is responsible for representing the interest of its membership and desires to work with the Employer to resolve problems at the lowest step of the grievance procedure. Therefore, the Employer agrees to allow two (2) designated employees to function as Association Representatives.

#### **7.2 Functions of Association Representative**

The Employer agrees to allow the Association Representatives to perform their duties as Representative on their own time, except that Representative shall not suffer loss of regular pay as a result of reasonable time spent in grievance meetings with supervisors or other representatives designated by the Employer. These provisions shall not prohibit conversations concerning Association matters which do not interfere with the employee's regular performance of his or her duties.

#### **7.3 Designation of Association Representative**

The Association shall provide the names of the designated Association Representatives to the Employer within ten (10) days of the signing of this Agreement. The Association may at its discretion change the Designated Association Representatives providing that notice is given to the Employer within 10 (ten) days.

#### **7.4 Compensation During Bargaining**

Bargaining time is paid time if on scheduled shift. If on off-duty time, the employee will not be paid overtime. If bargaining time raises safety issues regarding number of hours worked, the City will have other employees cover the shift for the negotiating team member.

## **ARTICLE 8**

### **DONATION LEAVE BANK**

All employees shall be entitled to donate accrued vacation leave, accrued sick leave or personal leave (holiday or compensatory time) to a Donation leave bank, provided that the employee making the donation has a minimum of eighty (80) hours vacation time on the books and a minimum of eight (8) hours personal leave on the books at the time of the donation. No employee may donate more than forty (40) hours to the leave bank in any fiscal year. Notice of donation shall be made in writing to the City Manager.



## **ARTICLE 9**

### **ASSOCIATION ACCESS**

The Employer agrees to allow space within the work site for a bulletin board to be used by the Association for posting notices, announcements, and other communications concerning the Association. The space shall be convenient and in a place regularly seen by employees. Such postings shall be limited to appropriate Association business and shall be signed by the Association Representative responsible.

## **ARTICLE 10**

### **ASSOCIATION SECURITY**

#### **10.1 Dues**

Upon receipt by the Employer of a true, complete copy of a form signed by an employee who has joined the Association authorizing the Employer to do so. The Employer shall deduct Association dues from the salary check of the employee once a month and forward it to the Association. The Employer shall transmit the amount deducted to the designated representative of the Association within ten (10) days after the deduction is made. The Association shall notify the Employer within ten (10) days after the signing of this Agreement of the amount of dues.

#### **10.2 Religious Exemption**

Pursuant to ORS 243.666(1), employees who are members of the Association and who have a sincerely held religious belief or who are members of a church or religious body that has bona fide religious teachings or tenants which prohibit association with a Labor Association or the payment of dues or payment in lieu of dues, shall pay an amount of money that is the same as regular Association dues, initiation fees or other assessments to a non-religious charity mutually agreed to between the employee and the Association.

#### **10.3 Payment in Lieu of Dues**

Employees who are not members of the Association shall make payment in lieu of dues once each month to the Association. The Employer shall deduct an amount equal to the amount of union due from the employee's check and transmit the payment to the Association within ten (10) days after the deduction is made.

#### **10.4 New Employees**

The Employer shall notify the Association in writing of new employees hired within the bargaining unit within thirty (30) days of the hire date. The Employer shall provide to the Association the name, date of hire, job classification and mailing address of the new employee.

#### **10.5 Hold Harmless**

The Association agrees to indemnify, defend and hold the Employer harmless from any and all claims, suits, or actions involving application of the provisions of this Article.

## **ARTICLE 11**

### **OUTSIDE EMPLOYMENT**

#### **11.1 Outside Employment**

Members may engage in off-duty employment after first receiving written authorization from the Employer. The authorization shall not be unreasonably withheld. If the Employer denies the request, it shall provide written justification.

#### **11.2 Approval**

To be approved, outside employment shall:

- (a) Be compatible with the employees City work;
- (b) In no way detract from the efficiency of the employee in his/her City work; and
- (c) In no way conflict with the interest of the City or be a discredit to the City.

## **ARTICLE 12**

### **PERSONNEL RECORDS**

#### **12.1 Personnel Record**

The City Manager shall cause a personnel record to be maintained for each employee in the service of the Employer. The personnel record shall show the employee's name, title of the position held, the department to which assigned, salary, change in employment status, training received, and such other information as may be considered pertinent. A Personnel Action Form shall be used as the single document to initiate and update personnel records.

Employee personnel records shall be considered confidential except as required for release under the Public Records law and shall be accessible only to the following:

- (a) The employee concerned;
- (b) The employee's Department Head or acting supervisor;
- (c) The City Manager;
- (d) Individuals authorized in writing by the employee;
- (e) City legal advisors.

#### **12.2 Inspection**

Each employee shall have the right, upon request, to review and obtain, at no cost to the employee, copies of the contents of his personnel file, exclusive of materials received prior to the date of his employment by the Employer.

#### **12.3 Retention**

All information gathered by the Employer about an employee shall be permanently retained in the employee's personnel file, except that records of actual disciplinary action taken shall be retained for a period of three (3) years, after which time they shall be destroyed. All favorable letters or other correspondence or other commendations shall be retained in the employee's personnel file for two (2) years, after which time they shall be given to the employee.

#### **12.4 Disciplinary Records**

Materials concerning discipline shall not be placed in an employee's personnel file until the employee has exhausted all appeals available through the grievance procedure.

#### **12.5 Employee Response**

An employee may respond, in writing, to any item placed in his or her personnel file, and the response shall become a part of the file.

## **12.6 Employee Signature**

Each employee shall read, and be requested to sign, any written material that is placed in his or her personnel file, including merit ratings, written reprimands, demotions, suspensions or discharge. Signing does not necessarily indicate agreement. If an employee refuses to sign the material, a notation shall be made on a separate form that the employee read the material and refused to sign. That form shall be attached to the material included in the file.

## **ARTICLE 13**

### **DISCIPLINE AND DISCHARGE**

#### **13.1 Just Cause**

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

#### **13.2 Probationary Employees**

All probationary employees are subject to a twelve (12)-month probationary period from their initial date of hire with the Employer having the option to extend the probationary period an additional six (6) months with Association approval. During the probationary period, the above discipline and discharge provisions shall not apply to the employee.

#### **13.3 Appeals**

Within fifteen (15) days of the Association's receipt of notice of disciplinary action, the Association may appeal the discipline directly to the second step of the grievance procedure.

#### **13.4 Discipline Shall Be Timely**

Absent unusual circumstances, discipline shall be rendered within thirty (30) calendar days from the time that the Employer initially knows of the incident giving rise to the discipline. In cases where the process lasts longer than thirty (30) calendar days, the Employer shall notify the employee and the Association when thirty (30) days have elapsed and shall keep the Association notified in writing every fourteen (14) days as to the status of the investigation, why the matter is taking longer than thirty (30) days, and the anticipated completion date of the process. This section shall not apply to criminal investigations.

#### **13.5 Procedures and Due Process**

In the event an employee is to be interviewed concerning an action which would likely result in the imposition of discipline, the following process shall be followed to the extent circumstances permit:

- (a) At least seventy-two (72) hours prior to any disciplinary interview, the employee shall be provided written notice of (1) the nature of the allegations and/or the investigation, including specific reference to time, place and facts alleged;

- (2) potential discipline being considered; and (3) the right to consult with an Association representative and/or Association legal counsel before being interviewed. The employee may be accompanied to the interview by an Association representative and/or Association legal counsel.
- (b) Interviews covered under this Section shall, to the extent practical, take place at Employer facilities.
  - (c) Either party may tape record the interview and, if either party exercises this right, that party will provide a copy of the tape or transcript to the other party upon request.
  - (d) Interviews shall be conducted under circumstances which are not abusive to the employee.
  - (e) In any investigation, the employee may be required to answer any questions reasonably related to the subject matter under investigation. The employee may be disciplined for refusing to answer such questions. Employees shall be provided *Garrity* rights if compelled to testify.
  - (f) Prior to implementation of any disciplinary action and in accordance with *Loudermill*, the Employer shall furnish the employee and the Association with all documents and information associated with the investigation, together with a statement of the disciplinary sanction being considered by the Employer. No earlier than five calendar days following the Employer's release of these documents and information and statement of proposed discipline to the employee and the Association, the employee shall be afforded the right to meet with the management representative imposing potential discipline to provide rebuttal evidence or mitigating circumstances. The employee may be represented in the meeting by an Association representative and/or Association legal counsel.
  - (g) The Employer agrees to furnish the employee a complete statement (in writing) at the time of issuance of any written warning, suspension, or discharge, outlining the specific reasons for the action. Such reason shall not be expanded at a later date, except where further evidence pertinent to the situation is subsequently discovered. At the same time the employee is presented with the statement, the Association shall be provided notice that a written warning, suspension, or discharge has been issued to the employee.
  - (h) If the Employer has reason to discipline an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public.

### **13.6 Removal of Warning Letters**

At the time of the employee's annual evaluation, he or she may submit a written request to the Chief or Telecommunications Supervisor that warning letters be removed from his or her personnel file. The request will be discussed by the employee and the Chief or Telecommunication Supervisor and, if no agreement is reached, the employee may appeal the request to the City Manager. The City Manager shall discuss the request with the Chief or Telecommunication Supervisor and the employee, and make the final decision on the matter. However, under no circumstances shall warning letters remain in the employee's personnel file longer than three (3) years from issuance, pursuant to Article 11.3.

### **13.7 Requirement for Signed Internal Complaint**

It is agreed that no member of the bargaining unit will be required to write a report to the Employer on any complaint against them unless the complaint is put in writing and signed by the complainant or the Chief or the Telecommunications Supervisor. Prior to any written report being required of any employee, they will be furnished a copy of the signed complaint.



## **ARTICLE 14**

### **GRIEVANCE PROCEDURE**

#### **14.1 Grievance Defined**

The parties agree that, for the purpose of this Agreement, a grievance shall be defined as a dispute regarding the meaning, interpretation or application of this Agreement and that such dispute shall be settled as provided in this Article.

#### **14.2 Steps of the Grievance Procedure**

The parties agree that they will comply with the following steps:

**Step (1)** The affected employee and/or the Association shall submit a grievance in writing to the Chief of Police or other supervisor of an employee within fifteen (15) calendar days after the Employer and Association become aware of the facts and circumstances giving rise to a grievance or the date the employee should have reasonably become aware. The grievance form shall state the facts and circumstances as known at that time, the Agreement Articles alleged to have been violated, and remedies sought. The form shall be dated and signed by the employee or Association Representative in the case of an Association grievance or a group grievance. If the grievance is a group grievance, the Association shall submit a list of names of those employees whom it believes are affected by the grievance. The Employer shall respond in writing within fifteen (15) calendar days of the receipt of the grievance notice.

**Step (2)** If the employee and/or the Association is not satisfied by the Step (1) response, the employee and/or the Association may submit the grievance to the City Manager within fifteen (15) calendar days after the receipt of the Step (1) response. The City Manager shall respond in writing to the grievance within fifteen (15) calendar days of the receipt thereof.

**Step (3)** If the grievance is not resolved to the satisfaction of the Association by the second Step, the Association may submit the grievance to binding arbitration. The Association shall notify the Employer within fifteen (15) calendar days after receipt of the response from the second Step of its intent to arbitrate the issue. If the parties are unable to independently agree on a neutral arbitrator, the State Employment Relations Board shall be requested to submit a list of seven (7) Oregon arbitrators to the parties. The parties shall alternately strike three (3) names from the list, with the first strike being determined by a flip of the coin. The remaining person shall be the arbitrator for the grievance. The arbitrator's decision shall be final and binding on the parties.

#### **14.3 Role of the Arbitrator**

The Arbitrator shall not have the power or authority to add to, subtract from, or modify the terms of this Agreement.

#### **14.4 Transcript of Arbitration**

Either party may obtain a transcript of the arbitration at that party's expense and for that party's sole use, unless the other party wishes a copy, in which case the expense of the transcript shall be shared equally.

#### **14.5 Mediation**

If, after the Association has requested arbitration, the parties may agree to mediation conducted by the Employment Relations Board, Mediation and Conciliation Service, if available. Mediation is not a mandatory step of the grievance procedure and shall only be used when agreed to by the parties. Either party's unwillingness to participate in the mediation process or other particular matters discussed in the mediation process shall not be admissible in any subsequent arbitration hearing.

#### **14.6 Expenses of Arbitration**

The losing party shall pay the expenses and fees of the arbitrator. Each party is responsible for its own costs. The arbitrator shall determine the losing party.

#### **14.7 Attendance at Hearings**

The Grievant and Association witnesses shall be allowed to attend arbitration hearings and/or mediation hearings and to travel to and from such hearings utilizing administrative leave, Association leave bank time or their own vacation or compensatory time.

#### **14.8 Timeliness - Association**

Failure by the Association to meet the time lines specified herein shall constitute an abandonment of the grievance.

#### **14.9 Last Response**

Any grievance not taken to the next step of the grievance procedure shall be considered settled on the basis of the last reply made and received, in accordance with the provisions of this section.

#### **14.10 Timeliness - Employer**

If the Employer fails to meet or answer any grievance within the time limits prescribed for such action by this section, such grievance shall automatically advance to the next step. If the Employer fails to meet or answer any grievance on the last step of the grievance procedure

within the time limits prescribed for such action by this section, it shall be deemed that the Employer has considered the grievance to be in favor of the grievant and shall resolve the matter accordingly.

#### **14.11 Mutual Consent**

The time limits prescribed in this section for the initiation and completion of the steps of the grievance procedure may be extended by mutual consent of the parties so involved. Likewise, any step in the grievance procedure may be eliminated by mutual consent. Mutual consent shall be indicated in writing and shall be signed by all parties involved.

#### **14.12 No Retaliation**

No employee shall be disciplined or discriminated against because of the employee's proper use of the grievance procedure.

## **ARTICLE 15**

### **HOURS OF WORK**

#### **15.1 Work Schedules**

Work schedules showing the employee's work days and hours shall be posted on the department bulletin boards. Changes in regular work schedules shall be posted seven (7) days prior to the effective date of change. Employees whose regular work schedules are changed on less than seven (7) calendar days written notice will be paid the employee's overtime rate for time worked outside of their regular work schedule, except in an emergency (Act of God, natural disaster, civil unrest or governmental declaration of emergency) when the schedule change is unknown seven (7) calendar days in advance of the change, and except in the case of schedule changes by mutual agreement as provided herein. In no event will overtime pay be duplicated under any other provision of this Agreement.

#### **15.2 Work Shift**

Except for specific provisions of this Agreement to the contrary, each employee shall be scheduled to work on a shift as determined and assigned by the Employer. Said shift shall have established starting and quitting times.

#### **15.3 Work Week**

The normal work week shall consist of a seven (7)-day schedule with five (5) consecutive eight (8)-hour work days followed by two (2) consecutive days off, or four (4) consecutive ten (10)-hour work days followed by three (3) consecutive days off, or three (3) consecutive twelve (12)-hour work days followed by three (3) consecutive days off. The work week will be 12:01 a.m. Sunday through Saturday midnight. This consecutive days provisions shall not apply to normal shift rotation.

Due to staffing needs, if an employee is required to work over their normal consecutive days into a new work week, then upon mutual agreement of the employee and the supervisor, the employee shall be allowed either overtime or compensatory time.

The normal work period for part time employees shall not be less than 80 hours per month. With the exception of the Funeral Leave benefit set forth in Article 15.11, part time employees shall accrue paid leave benefits at 50% of the accrual rate of full time employees stated in this agreement.

#### **15.4 Work Day**

The normal work day for employees shall consist of an eight (8)-hour work shift or a ten (10)-hour work shift, or a twelve (12)-hour work shift, all within a twenty-four (24)-hour period.

The normal work day shall include meal periods, briefing and training periods.

### **15.5 Regular Hours**

The regular hours of work each day shall be consecutive time.

### **15.6 Court Time**

If any employee is subpoenaed to appear in court at any other time but his or her regular shift, said time shall be considered work time. Said time shall include time spent in court as well as the time required for travel from headquarters to court and return. Any employee ordered to and reporting for Court outside of their regular work shift, shall be guaranteed two (2) hours of pay in lieu thereof.

### **15.7 Overtime**

Employees working an eight (8)-hour or ten (10)-hour shift shall be compensated at the rate of one and one-half (1 1/2) times their respective hourly rate for time worked in excess of their eight or ten hour shift. Paid leave shall count as hours worked.

### **15.8 Compensatory Time**

To the extent consistent with applicable law, and at the employee's option, an employee may receive compensatory time off in lieu of overtime payments. Compensatory time shall accrue at the rate of one and one-half (1 1/2) hours for each overtime hour worked. However, no employee shall be allowed to take compensatory time off until the employee has first a signed statement to that effect, dated after the effective date of this Agreement.

#### **15.8.1 Accrued Compensatory Time**

Compensatory time accumulation shall not exceed forty (40) hours. Once this maximum accumulation has been reached, all overtime compensation earned by the employee shall automatically be paid.

### **15.9 Sick Leave**

#### **15.9.1 Accrual of Sick Leave**

All regular employees shall earn sick leave with full pay at the rate of eight (8) hours per calendar month. Part time employees shall earn sick leave at the rate four (4) hours per calendar month. Sick leave shall accrue from the date of employment, but shall not be taken until the successful completion of ninety (90) days of employment. Sick leave shall not be accumulated in excess of 2,080 hours for full time employees; 1040 hours for part time employees.

### **15.9.2 Allowable Uses of Sick Leave**

Employees are eligible for sick leave for the following reasons:

- (a) Personal illness or physical disability;
- (b) Quarantine of an employee by a physician;
- (c) Illness in the immediate family requiring the employee to remain at home; and
- (d) Personal or family medical or dental appointments.
- (e) Any other use allowed by ORS 653.616, (Oregon's Sick Time Law), or allowed by the Employers Employee Handbook.

### **15.9.3 Abuse of Privilege**

Abuse of the sick leave privilege may be cause for discipline. If the Employer suspects that an employee is abusing sick time, including engaging in a pattern of abuse, the employer may require verification from a health care provider of the need of the employee to use sick time, regardless of whether the employee has used sick time for more than three consecutive days. As used in this paragraph, "pattern of abuse" includes, but is not limited to, repeated use of unscheduled sick time on or adjacent to weekends, holidays, vacations days or paydays.

An employee who is unable to report to work because of any of the reasons set forth in Section 14.10.2 above shall, whenever possible, report his absence to his supervisor within four (4) hours prior to the time he is expected to report for work. Sick leave with pay in excess of three (3) consecutive working days shall be allowed, but a written statement from a physician verifying the employee's need for sick leave may be required by the Department head or City Manager. The employer shall pay any reasonable costs for providing medical verification, including lost wages, which are not paid by the insurer under the Employee's health plan.

### **15.9.4 Compensation for Accrued Sick Leave**

Sick leave is provided by the Employer in the nature of insurance against loss of income due to the employee's illness or injury. No compensation for accrued sick leave shall be provided to any employee upon termination of employment for whatever reason, provided that upon bona fide retirement, one-half (1/2) of the employee's accrued and unused sick leave will be reported to PERS. Sick leave shall not accrue during any leave of absence without pay. In the event there is a change in Oregon State Statute regarding the payment to Public Employees Retirement System (PERS), the Association and the Employer will immediately open the contract for the sole purpose of negotiation of this Article.

### **15.9.5 Integration with Workers' Compensation**

When a compensable injury occurs in the course of employment, the City's obligation to pay under this sick leave article is limited to the difference between any disability payment of time lost payment received under Workers' Compensation Laws and the employee's regular net salary.

### **15.10 Personal Leave**

All full time employees who have completed at least twelve (12) full months of employment are entitled to one (1) day of personal leave with pay per calendar year. Such leave may be taken as mutually agreed between the Employer and employee and is not cumulative from year to year. Pay for a personal leave day will be equal to the pay for one day of the full time employee's regular shift.

Part time employees who have complete at least twelve (12) full months of employment are entitled to one-half (1/2) day of personal leave with pay per calendar year. Pay for one half day of personal leave shall be equal to the pay for one half day of the part time employee's regular shift.

### **15.11 Funeral Leave**

In the event of a death in the employee's immediate family, an employee may be granted leave of absence with pay not to exceed four (4) calendar days to attend or make arrangements for the funeral. An employee's immediate family for purposes of this section shall include: spouse, ex-spouse, parent, children, step-children, brother, sister, mother-in-law, father-in-law, maternal grandparents, and paternal grandparents. If additional days are required, they may be charged to either vacation or sick leave, or granted as administrative leave.

### **15.12 Vacation Leave**

#### **15.12.1 Accrual**

Employees shall accrue vacation leave with pay at the rate shown on the first day of the month for each full calendar month employed: Part-time employee shall accrue vacation at half the normal rate.

0-3 years of service	8 hours per month (96 hours/yr)
4-10 years of service	10 hours per month (120 hours/yr)
11-15 years of service	12 hours per month (144 hours/yr)
15+ years of service	14 hours per month (168 hours/yr)

### **15.12.2 Continuous Service**

For the purpose of accumulating vacation credit, continuous service shall be service unbroken by separation from the Employer. Time spent by an employee on paid military leave, sick leave, family leave or other approved leave, shall be included as continuous service.

### **15.12.3 Vacation Eligibility**

No full-time or part-time employee shall be eligible for vacation leave or pay therefore prior to completion of twelve (12) full months of continuous employment.

### **15.12.3 Vacation Scheduling**

Subject to the reasonable operating needs of the Employer, vacation time shall be requested and scheduled on the basis of seniority. Sign-ups shall commence on December 1<sup>st</sup>, and the result of the sign-up shall be posted March 1<sup>st</sup>. Each employee will be permitted to exercise his or her right of seniority only once annually and for one block of time only. Conflicting requests for the same vacation time shall be resolved on the basis of seniority. It is understood that all vacations must be scheduled in a manner which is consistent with the operating requirements of the Department and with approval of the Chief or Telecommunications Supervisor.

### **15.12.5 Limitations on Vacation Accrual**

Each employee shall accumulate vacation as follows:

- Those receiving 8 hours per month may not exceed 160 hours accrual.
- Those receiving 10 hours per month may not exceed 200 hours accrual.
- Those receiving 12 hours per month may not exceed 240 hours accrual.
- Those receiving 14 hours per month may not exceed 280 hours accrual.

It is incumbent upon each employee to schedule and use vacation leave to avoid loss of vacation time. Vacation time that exceeds that listed above will be lost. If the employee has scheduled vacation and is unable to take vacation due to unforeseen circumstances, which require the employee to work, that employee may be compensated monetarily or reschedule requested time off. Years of service for vacation will allow part-time employees to accumulate the same amount of vacation as full-time, but the accruals will still accumulate at half the rate as provided for in Article 14.13.1 above.

### **15.12.6 Death or Separation**

In the event of the separation from employment of an employee who is otherwise entitled to vacation credits, the employee shall be entitled to payment for earned vacation leave. In the event of death, earned but unused vacation shall be paid in the same manner as salary.



### **15.12.7 Request Procedure**

Employees are required to request leave on forms provided. Leave requests must be approved by the Police Chief or Telecommunication Supervisor and City Manager. In the case of sick leave, the form must be completed no later than twenty-four (24) hours after return to work.

### **15.13 Other Leaves of Absence**

#### **15.13.1 Nature of Other Leaves**

The Employer shall, when requested, provide any employee appropriate leaves of absence for the following purposes:

- (a) If the work schedule of the Employer conflicts with an employee's opportunity to vote;
- (b) Employees shall be granted leave with pay for service on a jury; provided however, that the employee is required to seek all fees due him for such jury duty and turn said fees over to the City, excluding mileage; and
- (c) Military leave shall be granted in accordance with the laws of the United States of America and the State of Oregon.

#### **15.13.2 Leave Without Pay**

Leave of absence without pay shall be submitted to the immediate supervisor for consideration. Such leave may or may not be granted at the sole option of the Employer. All leaves must take into consideration the affect the absence will have on the workload of the department. Leave of absence will not be granted until all accrued sick leave and vacation time has been used. Extended leaves of absence may require Council approval. Normally a leave of absence is for a specific period of time and will be considered for any reasonable reason.

#### **15.13.3 Family Leave**

Family leave may be taken pursuant to the Oregon Family Leave Act.

### **15.14 Call Out Pay**

An employee who is called to work additional time above his or her regularly scheduled shift shall be entitled to a minimum of two (2) hours pay for that call out performance or the entire period of time spent on the call out, whichever is greater.

## **ARTICLE 16**

### **HOLIDAYS**

#### **16.1 Holidays**

All regular employees of the Employer shall be entitled to the holidays listed below with pay. Regular employees shall receive regular compensation; part-time employees shall be compensated at a rate of one-half (1/2) the regular compensation.

1. New Year's Day
2. Martin Luther King, Jr. Birthday
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Christmas Day

#### **16.2 Compensation for Work on Holiday**

An employee who works on a recognized holiday as part of his regular work week shall earn holiday leave equal to 1.5 times the hours worked. Holiday leave will accrue into a holiday leave bank. If the employee's holiday leave bank exceeds 40 hours as of the date of the holiday, the employee shall be paid holiday pay in addition to his or her regular rate of pay for all hours worked on the holiday. Time off on holiday leave shall be scheduled with approval of the Chief or Telecommunications Supervisor.

#### **16.3 Holidays during Vacation or Sick Leave**

Holidays which occur during vacation or sick leave shall not be charged against such leave.

#### **16.4 Accrual of Holiday Leave**

At no time shall accumulated holiday leave exceed forty (40) hours at the end of any given month. Any amount exceeding forty (40) hours shall be taken before the end of the month, or if the time off is not authorized by the supervisor, shall be paid at the regular hourly rate or rescheduled as requested to be taken within thirty (30) days. Supervisor are encouraged to grant their employees time off for holidays worked within the current or following month in which they are accrued. Unused holiday leave shall be paid in a lump sum at the time of separation.

## **ARTICLE 17**

### **GENERAL PROVISIONS**

#### **17.1 Management Determination of Education and Training**

The parties jointly recognize and agree that the Employer shall have the exclusive right to determine the need for additional education courses, training programs, on-the-job training and cross-training and to assign employees to such duties for such periods to be determined by the Employer.

#### **17.2 Safety Regulations**

The Employer and the employees shall comply with all applicable safety regulations.

#### **17.3 Personal Appearance**

The Employer retains the right to continue to expect that employees will continue to conform to present policies regarding personal appearance.

#### **17.4 Shift Trading and Trading of Days Off**

Shift trades and trading of days off between employees shall be permitted only with prior written approval of the Chief or Telecommunications Supervisor.

## **ARTICLE 18**

### **SENIORITY**

#### **18.1 Definition**

Only regular employees shall have seniority. Seniority shall be attained following the completion of the probationary period of twelve (12) months and shall thereafter be established as the employee's length of continuous service from last date of hire within the bargaining unit. Seniority shall be broken or terminated if any employee:

- (a) Voluntary separates from employment;
- (b) Is discharged for just cause;
- (c) Is laid off and fails to respond to written notice as provided in this Article, Section 16.3;
- (d) Is laid off work for a period of time greater than twenty-four (24) months;
- (e) Fails to report to work at the termination of a leave of absence;
- (f) While on a leave of absence accepts employment without permission; and
- (g) Is retired.

Seniority shall apply by classification in the matter of layoff and recall, except as otherwise modified by this Agreement.

#### **18.2 Layoff, Reduction in Class and Recall**

Employees will be laid off and/or reduced in class in the reverse order of seniority in a job classification except in cases of employees who possess special skills. During a layoff or reduction, senior employees will be allowed to bump back to lower classifications from which they were promoted if still qualified. Recall of laid off employees will be the reverse of the layoffs within their classification.

#### **18.3 Notice of Recall from Layoff Status**

Employees will be recalled in reverse order of layoff within their classification. Notice to an employee of recall from layoff shall be made by certified mail sent to the last address provided to the Employer by the employee. The employee shall have thirty (30) days to return to work from the date of mailing of the notice notifying that employee of his recall from a layoff

status or the employee will forfeit all seniority. Recall rights shall expire twenty-four (24) months after the day of layoff.

#### **18.4 Promotional Probationary Period**

Regular employees promoted into a higher classification shall serve a promotional probationary period of six (6) weeks. Any promoted employee has the right to return to their former position during the promotional probationary period. This applies to promotions within or outside of the bargaining unit.

#### **18.5 Seniority List**

The seniority list is a listing of all current employees within the bargaining unit and their respective seniority order, date of hire in bargaining unit, date of entry into present class and present classification.

#### **18.6 Lateral Hires**

In the event a new employee is hired as a lateral transfer, or hired to fill a promotional position, such employee may receive just compensation, however, seniority level shall considered the same as a new city employee.

## **ARTICLE 19**

### **RETIREMENT**

**19.1 PERS Participation.** The City agrees to continue to participate in the Public Employee Retirement System (PERS) or its successor.

**19.2 Employer PERS Contribution.** During the term of this Agreement, the City shall continue to pay the Employee's six percent (6%) contribution to the PERS on behalf of each Employee.

## **ARTICLE 20**

### **UNIFORMS AND EQUIPMENT**

#### **20.1 Safety Equipment**

The Employer will purchase each sworn officer one (1) threat level No. III vest, including a trauma plate and side panels. The sworn officer is required to wear the vest at all times when on duty. The vest shall remain the property of the Employer, and shall be returned at the time the employee leave City employment. All vests shall be replaced by the Employer in accordance with the manufacturer's recommended replacement schedule, or when the vest fails, is damaged, or is rendered non-usable. Employees shall exercise due care in the use of all equipment issued by the Employer.

#### **20.2 Uniforms for Officers**

The City will hold \$800 on account for each sworn employee annually (July 1 to June 30) to be used for reimbursement for purchases of uniforms, footwear or mandated equipment. At the end of each year, any unused funds in the account revert to the City.

#### **20.3 Uniforms for Non-Sworn Employees**

The City will hold \$100 on account for each non-sworn employee annually (July 1 to June 30) to be used for reimbursement for purchases of uniforms, footwear or mandated equipment. At the end of each year, any unused funds in the account revert to the City.

## **ARTICLE 21**

### **ALCOHOL AND DRUG TESTING**

#### **21.1 Policy**

The Association recognizes the right of the Employer to continue its policy of testing police officers by a BAC (breath test) or urine test after the discharge of a firearm in the line of duty if the Employer compels the Employee to submit to such testing. In addition the Employer has the right to test police officers when the following occur:

- (a) The officer is involved in a vehicle accident where injuries occur.
- (b) There is probable cause that the employee has reported to work or has returned to duty with drugs or alcohol in the officer's system. When feasible, the basis for the determination of probable cause will be observed by another bargaining unit employee.

#### **21.2 Testing**

- (a) If the officer is to be tested for alcohol, such test shall be by the standard breathalyzer test used by the Department DUII tests. An officer shall be considered under the influence if the officer's blood alcohol content is .08% or what the state law states as legally intoxicated, whichever is less.
- (b) If the officer is to be tested for the presence of illegal drugs as is described on the list of controlled substances as defined by ORS 475.005(6), such test shall be conducted utilizing an EMIT urine test. An officer is considered to have tested positive if the officer exceeds the standard listed in Appendix A.
- (c) If the initial test indicates the employee tests negative, neither the employee nor the sample shall be subject to further testing. The test results shall be retained only by the testing laboratory. In the event that the test results are positive for the presence of a controlled substance, the Employer shall require that a second confirming test from the same sample be conducted which also must be positive according to the standards in Appendix A, before an employee would be considered under the influence. The second confirming test must utilize the G.C./M.S. testing technique.
- (d) The Employer shall pay the costs of all testing which shall be conducted at Blue Mountain Hospital. Employees may utilize sick leave, and then vacation or personal leave for such testing, unless still within their scheduled shift.



- (e) Any employee required to give any breath, urine, or intoxication related test or make any statement regarding use of any intoxicant shall be provided the opportunity to consult an Association representative or legal counsel prior to taking the test or providing the statement. Such action shall not unduly delay the taking of any test. No Blood samples will be taken without consent.

### **21.3 Discipline and Other Action**

- (a) If an employee tests positive for the first time, the employee is not subject to discipline or discharge. The employee shall receive such treatment or counseling as may allow the employee to return to work drug/alcohol free. Payment of said treatment shall be determined by the level of coverage in the City's insurance policy and the requirements and conditions of said policy. Employees may utilize sick leave and then vacation or personal leave for such counseling. An employee must test clean in two (2) consecutive random specimens prior to returning to work. Upon return to work such employee shall be subject to random drug/alcohol testing for a period of one year.
- (b) If an employee after reinstatement tests positive for illegal drugs, prove abuse of prescription drugs, or alcohol a second time, such employee can be subject to discipline, including possible termination.
- (c) The provisions of this Article do not apply to an officer who has consumed or in the possession of drugs or alcohol in the official performance of their duties.

**ARTICLE 22**  
**COMPENSATION**

**22.1 Salary Schedule**

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

Effective July 1, 2016, employees shall receive a 1.0% wage increase across the board.

Effective July 1, 2017, employees shall receive a 1.5% wage increase across the board.

Effective July 1, 2018, employees shall receive a 2.0% wage increase across the board.

Senior Patrolman shall be titled Sergeant. Sergeant pay shall be 5% above police officer pay for any year of service.

**22.2 Pay Day**

Normally, employees shall be paid on the last day of each month. If the last day of the month falls on a Saturday, Sunday, or holiday, employees shall be paid on the last working day preceding the last day of the month.

**22.3 AirLink**

Employer agrees to pay for yearly Airlink subscription (Airlink and ambulance coverage) for all bargaining unit employees.

**22.4 Longevity pay**

The City shall pay each employee longevity pay for each year of service after reaching top of scale. Longevity pay is computed at \$5 per month after reaching top of scale and increased \$5 per month for every additional year of service (i.e. 10 years of service equates to \$50 per month longevity pay).

## **ARTICLE 23**

### **HEALTH AND WELFARE**

#### **23.1 Health Insurance**

The City shall provide a High-Deductible Health Plan (HDHP) with HSA Options for Health, Dental, Medical, Vision and Prescription Drug insurance coverage for employees and their dependents. The Employer shall pay 80% of the premium for all health insurance coverage, and employees shall pay 20% of the premium. To qualify for this coverage, the employee must work a minimum of 80 hours per month, averaged over the course of the fiscal year.

In lieu of contributions by the City to member VEBA accounts, the City shall institute and contribute to Health Savings Accounts (HSAs) for members and their families. The City shall make equal monthly payments equivalent to an annual contribution of \$1,200 and \$2,100 per family for the term of the Agreement. An initial lump-sum contribution shall be made to the account of new employees prorated according to their date of hire.

#### **23.2 Life Insurance**

During the term of this Agreement, the City will provide one and one-half (1 1/2) times base salary (maximum of fifty thousand dollars (\$50,000)) for life insurance and death benefits for all bargaining unit members.

#### **23.3 No Reduction of Benefits During Term of Agreement**

During the term of this Agreement, benefits provided will not be reduced below benefits in effect as of July 1, 2010 without the mutual consent of the Association and the City for any potential change due to and caused by the federal or state mandating of specific health insurance requirements, or changes made to the active policy by the current insurance company.

## **ARTICLE 24**

### **EDUCATION**

Employees may be granted time off with pay for educational purposes, at the discretion of the Chief or Telecommunications Supervisor. Requests for time off will not be denied without good cause. The Employer will provide one hundred percent (100%) or an agreed upon amount of the cost of tuition and books for courses pre-authorized by the Employer. Any books purchased by the Employer shall remain the property of the Employer. If the employee does not complete a course due to circumstances within his or her control, he or she shall reimburse the Employer the cost of tuition.

If an employee voluntarily leaves the employ of the Employer within twelve (12) months of completion of a course for which he received reimbursement from the Employer for tuition, the amount of said reimbursement shall be deducted from any funds due at the time of termination of employment. This twelve (12)-month requirement may be waived by the Employer if it deems it to be in the best interest of the Employer.

## **ARTICLE 25**

### **SAVINGS CLAUSE**

Should any portion of this Agreement be held contrary to law or administrative rule, such decision shall apply only to the specific portion thereof directly specified, and all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon such declaration, the parties agree to immediately negotiate a substitute, if possible, for the invalidated portion thereof, pursuant to ORS 243.702.

## **ARTICLE 26**

### **MISCELLANEOUS PROVISIONS**

#### **26.1 General and Special Orders**

The City shall furnish the Association with copies of all policies and orders in effect as of the signing of this Agreement and shall provide the Association with all additional policies and orders promulgated during the term of this Agreement.

#### **26.2 Use of Force Situations**

Employees involved in the use of deadly force shall be advised of their rights to, and allowed to consult with, an Association representative or attorney prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement.

## **ARTICLE 27**

### **PREMIUM PAY**

#### **27.1 Certification**

Employees shall receive additional compensation for professional certification received through the State of Oregon Department of Public Safety Standards and Training. This compensation shall be:

Intermediate Certificate	3.0%
Advanced Certificate	4.0%

Certification pay shall be computed based upon the employee's base salary. Certification pay is paid for intermediate or advanced, not both.

#### **27.2 Education**

Employees shall receive additional compensation for education received through a two (2) or four (4) year accredited college or university. Education pay shall be paid for AA/AS or equivalent credit or BA/BS, but not both. This compensation shall be:

AA/AS or equivalent credits	2.5%
BA/BS	3.0%

Education pay shall be computed based upon the employee's base salary.

#### **27.3 Field Training Officer**

An employee designated by the City as a Field Training Officer shall be paid 2.5% above the member's normal pay step, computed on the employee's base salary for hours spent in training.

## **ARTICLE 28**

### **TERM OF AGREEMENT**

#### **28.1 Term**

This Agreement shall be effective July 1, 2016 through June 30, 2019, and shall continue in effect during the period of negotiations until a successor agreement is reached. It shall remain in full force from year to year thereafter unless either party shall serve written notice upon the other sixty (60) days prior to the expiration or subsequent anniversary date of its desire to bargain a successor Agreement.

#### **28.2 Insurance Reopener**

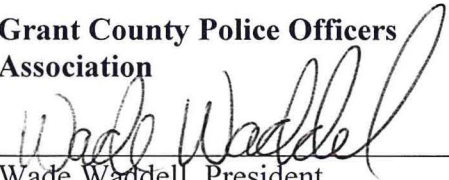
Either party may reopen the issue of health insurance by giving written notice no later than September 1<sup>st</sup> of each year of its desire to bargain a change in insurance coverage effective the following calendar year.

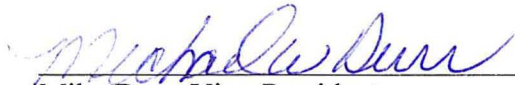
The City may change insurance providers during the term of this Agreement so long as the benefits provided are substantially similar to or greater than those in effect prior to the change in carrier. In the event the benefits offered under a proposed new provider are substantively less than those currently in effect, the parties agree to promptly commence bargaining on health insurance issues.



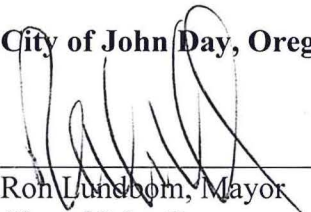
Executed this 28th day of November, 2016, by the undersigned officers by the authority of and on behalf of the City of John Day and the Grant County Police Officers Association.


**Grant County Police Officers  
Association**

  
\_\_\_\_\_  
Wade Waddell, President  
Grant County Police Officers Association

  
\_\_\_\_\_  
Mike Durr, Vice-President  
Grant County Police Officers Association

**City of John Day, Oregon**

  
\_\_\_\_\_  
Ron Lundborn, Mayor  
City of John Day

  
\_\_\_\_\_  
Nicholas Green, City Manager  
City of John Day

## APPENDIX A

### Monthly Salary Schedule

Bargaining unit employees who are employed by the Employer on the effective date of this Agreement shall be placed on the salary schedule according to their anniversary date.

The practice of placing newly hired employees at the probation step of this salary schedule shall not prohibit the Employer from placing a newly hired employee at a more advanced step.

Newly hired employees shall normally be placed at the probation step of this salary schedule. On the employee's anniversary date, one (1) year from the employee's date of employment with the Employer, the employee may be moved to the next higher step of the salary schedule, provided his or her performance merits an increase, and shall advance on merit up the scale as provided below.

#### ***Fiscal Year 2016-2017***

##### Monthly Schedule

1% COLA

	between steps	1 yr	1 yr	1 yr	1 yr	1 yr	2 yrs
	PROBATION	STEP	STEP	STEP	STEP	STEP	STEP
	STEP	1	2	3	4	5	6
7A	2,115	2,237	2,345	2,491	2,586	2,718	2,820
9A	2,479	2,577	2,705	2,846	2,983	3,163	3,292
10A	2,773	2,914	3,054	3,240	3,368	3,538	3,777
11A	2,911	3,059	3,208	3,404	3,538	3,716	3,968

#### MONTHLY SCHEDULE

#### ***Fiscal Year 2017-2018***

##### Monthly Schedule

1.50% COLA

	between steps	1 yr	1 yr	1 yr	1 yr	1 yr	2 yrs
	PROBATION	STEP	STEP	STEP	STEP	STEP	STEP
	STEP	1	2	3	4	5	6
7A	2,147	2,271	2,380	2,528	2,625	2,759	2,862
9A	2,516	2,616	2,746	2,889	3,028	3,210	3,341
10A	2,815	2,958	3,100	3,289	3,419	3,591	3,834
11A	2,955	3,105	3,256	3,455	3,591	3,772	4,028

***Fiscal Year 2018-2019***

Monthly Schedule

2.00% COLA

	between steps	1 yr	1 yr	1 yr	1 yr	1 yr	2 yrs
	PROBATION	STEP	STEP	STEP	STEP	STEP	STEP
	STEP	1	2	3	4	5	6
7A	2,190	2,316	2,428	2,579	2,678	2,820	2,919
9A	2,566	2,668	2,801	2,947	3,089	3,292	3,408
10A	2,871	3,017	3,162	3,355	3,487	3,777	3,911
11A	3,014	3,167	3,321	3,524	3,663	3,968	4,109