

**COLLECTIVE BARGAINING AGREEMENT**

between

**THE CITY OF SILVERTON, OREGON**

and

**THE SILVERTON POLICE OFFICERS' ASSOCIATION**

**2020 - 2023**

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## **SCOPE**

This Agreement is entered into by the City of Silverton, hereinafter referred to as the City, and the Silverton Police Officers' Association hereinafter referred to as the Association.

## **ARTICLE 1. RECOGNITION**

The City recognizes the Association as the sole and exclusive bargaining agent for all police officers working for the Silverton Police Department, excluding the Chief of Police, Captains, and Sergeants. In the event the City creates a new classification, the Association and the City shall meet to attempt to reach agreement with respect to the coverage of the position within the bargaining unit. If the parties are unable to agree with respect to the above, the matter will be jointly submitted to the Employment Relations Board as a petition for unit determination for resolution. Pending resolution of the placement in the bargaining unit and required negotiations with the Association, the City shall be able to pay the employee at the proposed rate. Persons hired into bargaining unit positions under federal or state grants or funding through joint programs with other public agencies shall be subject to this Agreement consistent with the terms of such grant or agreement.

## **ARTICLE 2. SAVINGS CLAUSE**

In the event any words or sections of this Agreement are declared to be invalid by any court of competent jurisdiction, by ruling of the Employment Relations Board, by statute or constitutional amendment, are in violation of or made illegal through federal or state law or by the inability of the employer or the employees to perform to the terms of this Agreement (as provided in ORS 243.702), then upon the request by either party the invalid words or sections of this Agreement shall be reopened for negotiations. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

## **ARTICLE 3. CHECK OFF AND INDIVIDUAL RIGHTS**

### **Section (1) Authorization.**

The City agrees to deduct from the paycheck of each employee who has so authorized it, regular monthly dues, fees, charges, and assessments. In the event a new or departing employee is employed for less than half the month, the City will prorate the Association dues, fees, charges and assessments. The amounts deducted shall be transmitted monthly to the Association on behalf of the employee involved. Authorization by the employee shall be on present forms furnished by the mutual agreement of the City and the Association (attached as Exhibit A) and may be revoked by the employee upon 30 days' written notice to the City and Association. The performance of this service is at no cost to the Association.

### **Section (2) Hold Harmless.**

The Association agrees to hold the City harmless against any and all claims, suits, orders, or judgments brought against it as a result of the City's actions pursuant to Section 1 of this Article.

### **Section (3) Nondiscrimination.**

The City and the Association jointly recognize that they are each required by law not to discriminate against any person by reason of Association membership or the absence thereof, age, race, religion, color, sex, national origin, ancestry or the presence of a physical handicap, or marital status or political affiliation. All references to officers of this Association designate both sexes and whenever the male gender is used, it shall be construed to include male and female members of the Association.

## **ARTICLE 4. MANAGEMENT RIGHTS**

It is understood and agreed that the City possesses the sole and exclusive right to conduct the City's business and to carry out its obligations, subject to such conditions, requirements, and limitations as may exist under federal and state law. Unless specifically limited by this contract, the City retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets, to establish and modify organizational structure; to select, direct and determine the number of personnel; to establish work schedules; to contract or subcontract any work; and to perform any other managerial function not specifically

limited by this contract. Therefore, the powers and authority which have not specifically been abridged, delegated or modified by a specific provision of this Agreement are retained by the City.

## **ARTICLE 5. DISCIPLINE AND DISCHARGE**

### **Section (1) Just Cause.**

Discipline of an employee who has completed his probationary period shall only be for just cause. Forms of discipline shall include written reprimand, reduction in pay (in lieu of a suspension, upon mutual agreement), suspension or discharge. Other employment actions such as an order to seek counseling, oral and written warnings, mandated administrative leave, an order to obtain training, or other directive, shall not constitute discipline.

### **Section (2) Privacy.**

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

### **Section (3) Prior Notice.**

Disciplinary Due Process. No non-probationary employee shall be suspended without pay or discharged without first being informed in writing of the charges, and the form(s) of discipline which the City is considering. The employee shall be given an opportunity to meet with the supervisor (with the option of having an Association representative present) and respond to those charges. At least five (5) days prior to the meeting with the supervisor under this section, the City shall provide the employee with a complete copy of the investigatory file, and the Association with notice that discipline is being considered. The City will provide the employee, and the Association with the employee's consent, with a written copy of all proposed disciplinary actions under this section.

The City will provide the employee and the Association with a written copy of all final disciplinary actions under this section.

Administrative Leave with Pay. Notwithstanding the above, the City may immediately suspend an employee with pay from performance of duties, without notice, pending an investigation.

Nothing in this Article limits the City's ability to place an employee on paid administrative leave for non-disciplinary reasons.

## **ARTICLE 6. STRIKES AND LOCKOUTS**

### **Section (1) Lockouts.**

No lockout of employees shall be instituted by the City during the term of this Agreement.

### **Section (2) Strikes.**

The Association agrees that during the term of this contract its members will not participate in a strike, work stoppage, slowdown or interruption of the City services. Any member of the Association participating in, honoring or engaging in any strike while on duty shall be subject to immediate discipline by the City.

## **ARTICLE 7. OUTSIDE EMPLOYMENT**

Permission to work at outside employment while an employee of the Silverton Police Department must be approved by the Chief of Police in accordance with the Department's Policy and Procedures Manual.

## **ARTICLE 8. SICK LEAVE**

### **Section (1) Sick Leave Accrual.**

An employee shall accrue eight (8) hours of sick leave for each month of service.

### **Section (2) Proration.**

Part-time employees who work at least eighty (80) hours per month shall accrue leave on a pro rata basis to be derived from comparing the relationship of their workweek to that of a full-time employee. Part-time employees shall only be charged and paid sick leave for time actually scheduled but not worked due to illness or injury.

### **Section (3) Allowed Use of Sick Leave.**

The allowed use of sick leave shall be as outlined in the employee handbook.

Section (4) Integration with Workers' Compensation.

When an injury occurs in the course of employment, the injured employee may utilize accrued paid leave to receive the difference between payments received under Workers' Compensation and his regular net pay. In such instances, prorated charges will be made against the employee's accrued paid leave. In no event will supplemental leave payments in addition to Workers' Compensation extend beyond ninety (90) days from the date of the injury.

**ARTICLE 9. BEREAVEMENT LEAVE**

In the event of a death in the immediate family (husband, wife, registered domestic partner, mother, father, son, daughter, sister, brother, grandparent, father-in-law, mother-in-law, sister-in-law, brother-in-law) of an employee, the City shall grant necessary time off not to exceed forty (40) hours with pay, for activities related directly to the death, including but not limited to, making funeral arrangements and to attend the funeral. Such leave shall not be charged to sick leave or vacation leave. Request for leave shall be directed to the Chief of Police or his/her designee.

Leave with pay of up to eight (8) hours may be granted when the employee serves as a pallbearer for other than immediate family members. Part-time employees shall be eligible for bereavement leave on a pro rata basis. Bereavement leave shall not be lost in place of paid holidays, scheduled vacations or sick leave.

Bereavement leave runs concurrently with OFLA leave.

**ARTICLE 10. HOLIDAYS**

Section (1) Holidays. Recognized and Observed.

The following days shall be recognized and observed as paid holidays:

New Year's Day	January 1
Martin Luther King Jr. Day	3 <sup>rd</sup> Monday in January
Presidents' Day	Legally Designated Day
Memorial Day	Legally Designated Day
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September



Veterans' Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Friday after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Day	December 25
Employee's Birthday	Hours will be placed in the employee's holiday bank and shall be taken on the actual day or on another agreed upon day that month or the following month taking into account staffing and with supervisor approval.

The schedule of taking holidays off will occur as follows: Employees may accumulate holiday hours as listed in Section 10.2(a) and Section 10.2(b) up to a combined total of forty (40) hours. These hours may be taken as time off with pay upon request to, and with the approval of Management. (Holiday hours are separate from vacation accrual and are not subject to unreasonable denial and seniority restrictions.) Any hours accumulating in excess of forty (40) hours will be assigned to be taken or paid off by Management.

Section (2) Compensation.

- a. Each employee shall receive eight (8) hours credit in pay or time off at the straight time rate at the discretion of the employee for each holiday listed in Section I above whether the employee is scheduled to work on that day or not.
- b. In addition, when an employee works on a holiday he shall, in addition to the above, be paid at one and one-half (1 ½) times his regular hourly rate or holiday time at one and one-half (1 ½) times the hours worked at the option of the City.
- c. Holidays can be assigned as time off for employees by management based on the operating and staffing needs of the department.
- d. Holidays are accrued at eight (8) hours per day.

## ARTICLE 11. VACATIONS

### Section (1) Eligibility and Allowance.

Every employee will begin to accrue vacation time based on date of hire: employees with a hire date between the 1<sup>st</sup> – 15<sup>th</sup> of the month will accrue vacation time for that month, and employees with a hire date of the 16<sup>th</sup> or later in the month will begin accruing vacation time the following month. Vacation leave will be deposited into the employee's bank following the month in which it is earned before it is eligible for use. Employees will be eligible to take vacation after six (6) months of continuous service with the City. The use of vacation will be based on training, staffing, and require supervisor approval. Vacation allowance shall be earned monthly at the following rates based on years of continuous service:

1 <sup>st</sup> through 4 <sup>th</sup> year (through month 48)	8 hours
5 <sup>th</sup> through 9 <sup>th</sup> year (months 49-108)	10 hours
10 <sup>th</sup> through 14 <sup>th</sup> year (months 109-168)	12 hours
15 <sup>th</sup> and over (month 169+)	16 hours

### Section (2) Vacation Scheduling.

Vacation sign up shall be conducted annually during the month of December through the use of a vacation bid schedule for the period of January 1<sup>st</sup> through December 31<sup>st</sup> of the next year. Employees will be permitted to request vacation on either a split or an entire vacation basis, up to fifteen (15) work shifts, by descending order of seniority. After all employees have had the opportunity to exercise their seniority once for vacation purposes, all employees shall have the right to select their remaining vacation days by seniority, subject to the reasonable operational needs of the department. Vacations that have been granted and scheduled will not be bumped due to seniority. Bids must be received by management by December 31<sup>st</sup> to receive priority bidding consideration.

Management shall post all non-eligible vacation work shifts for the year (for example, Homer Days, Pet Parade) along with the vacation bid schedule.

An employee shall receive written notification by management of whether the priority sign-up vacation time is granted by January 15<sup>th</sup>. If notice is not given to the employee

within the time period, the vacation leave shall be deemed approved. Once an employee has scheduled their priority vacation and it has been approved, it will not be bumped by a supervisor.

The employee may bid priority vacation using accumulated vacation hours on the books and taking into account vacation and holiday hours that will be accrued prior to the date of the vacation. The employee may use any combination of accrued vacation, holidays, and compensatory time for approved vacation.

#### Section (3) Vacation Accrual.

Vacation leave can accrue from year to year to a maximum of 240 hours. On July 1 of each year, each bargaining unit member will schedule vacation to use any balance above 240 hours. Such excess shall be used by October 1st. If it is not used, the excess vacation shall be forfeited to the City. If the work of the City interferes with an employee's ability to use this vacation, the balance over 240 hours will be paid.

#### Section (4) Vacation Rescheduling.

In the event an employee was not allowed to take requested vacation for reasons caused by the operating requirements of the department, the employee shall schedule and be granted a vacation within the next six (6) months.

#### Section (5) Vacation Pay at Separation.

An employee who is laid off, discharged, retired or separated from the department for any reason shall be paid for all accrued but unused compensatory, vacation and holiday hours.

#### Section (6) Vacation for Part-time Employees.

Part-time employees who work twenty (20) hours or more per week shall be eligible for vacation accrual on a pro-rata basis of the scheduled FTE.

## ARTICLE 12. LEAVE OF ABSENCE

### Section (1) Personal Leave.

A regular employee may be granted a leave without pay up to ninety (90) calendar days when in the judgment of the City Manager and Police Chief, the work of the department will not be seriously handicapped. Requests for such leave must be in writing and establish a reasonable justification for the leave and the beginning and ending time of the leave. Failure to return from an approved leave of absence on the agreed day will be considered an abandonment of the position. An employee having taken such a leave will not be eligible for another such leave until twelve (12) months after return to active employment.

### Section (2) Separate from Vacation Time.

Such leaves may be taken only after all accumulated allowable leave has been used. Unless arrangements have been made prior to the leave, vacation shall not be used to extend the leave period.

### Section (3) Insurance During Leave.

During such leave of absence, the employee must assume payment of insurance premiums subject to the terms of the insurance carrier. No benefits shall accrue to an employee on such leave.

### Section (4) Family Leave.

The City shall provide family leave benefits in accordance with state and federal laws.

### Section (5) Coordination of Benefits.

Leaves under FMLA and OFLA shall be concurrent where permitted by law. Available paid leave shall be used as required by law and this Agreement and such leave time shall be concurrent with family leave; the order of paid leave used shall be at the employee's discretion. The City may request medical verification of entitlement/need for leave from the treating physician of the employee or family member, in accordance with ORS 659.482(2).

## ARTICLE 13. BENEFITS

### Section (1) Retirement Benefits.

The City shall continue to participate in the Public Employees Retirement System (PERS) and/or the Oregon Public Service Retirement Plan (OPSRP) for which the employee is eligible. The employer will pick-up the employee's six percent (6%) PERS/OPSRP contribution. In the event of legal or legislative action that prohibits or limits the employer's ability to continue to pick-up the employee 6% PERS/OPSRP contribution, the parties agree to open this Section for renegotiation to compensate the employees for any modification.

### Section (2) Life Insurance.

The City will provide thirty thousand dollars (\$30,000) of full life insurance covering each employee against both occupational and non-occupational related death and accidental life insurance for the employee at no cost to the employee.

### Section (3) Medical Insurance.

The City shall provide medical, dental, and vision health insurance. The City will pay 100% of the employee only premiums. Dependent premiums will be as follows:

HDHP-1 w/HSA (current: \$1,500/\$3,000; as of 1/1/2021: \$1,700/\$3,400 deductible):

- The City will contribute one-hundred percent (100%) toward dependent coverage. In addition, the City will fund seventy-five percent (75%) of the deductible amount through equal monthly installments to an HSA account.

Kaiser Copay Plan B:

- The City and the employee shall share the cost of dependent coverage, with the City contributing seventy percent (70%) and the employee contributing thirty percent (30%) for those employees on the Kaiser medical plan.

### Dental:

The City will pay 100% of the employee only dental premiums. The City and the employee shall share the cost of dependent coverage for dental insurance premiums as follows:

Delta Dental II w/Ortho Rider:

- The City will contribute eighty percent (80%) and the employee will contribute

twenty percent (20%).

Kaiser Dental w/Ortho Rider:

- The City will contribute seventy percent (70%) and the employee will contribute thirty percent (30%).

Willamette Dental w/Ortho Rider:

- The City will contribute eighty percent (80%) and the employee will contribute twenty percent (20%).

In addition, the City will continue to make available a Section 125 medical premium deduction plan that allows pre-tax deduction of employee paid medical premium payments.

#### Section (4) Deferred Compensation.

The City will make available to employees at least one Deferred Compensation Plan. All contributions to the plan shall be at the employee's option and cost.

#### Section (5) Long Term Disability.

The City will provide Long Term Disability for each employee at no cost to the employee.

#### Section (6) Insurance Changes.

The City shall not change insurance plans without impact bargaining.

#### Section (7) Indemnification Against Liability.

- a. The City agrees to provide liability insurance or self-insurance providing protection for possible claims arising out of acts committed by the employees in the discharge of their duties and in the course of their employment, provided the claims do not result in a judgment resulting from the willful and wrongful acts or gross negligence of such employee. Such insurance shall cover all costs, including attorney's fees, connected with proposed or threatened suits and negotiated settlements except as provided herein and except as provided by the Oregon Tort Claims Act.
- b. Legal Defense Plan: The City will contribute towards the PORAC Legal Defense Plan that provides each employee with an attorney as a direct result of criminal

charges or a criminal investigation arising out of the employee's performance of his/her duties as an employee.

- i. Effective January 1, 2020, or upon execution, whichever is later, the City will contribute up to \$10 per month, per employee, toward the cost for Plan II coverage, paid by quarterly reimbursement of the appropriate invoice for said coverage provided by the Association to the City.
- ii. The Association will provide a copy of the legal defense plan description to the City and written notice of any changes to the plan description.
- iii. The Association will make available the same coverage to sworn police supervisory personnel.

#### Section (8) Uniform Allowance.

Where the City requires employees to wear uniforms, the City agrees to provide for the purchase, replacement, maintenance and cleaning of such uniforms. The City has the exclusive right to determine which employees shall be authorized and allowed to wear an officially designated uniform representing the Silverton Police Department and/or the City of Silverton. For the Detective, a clothing reimbursement of up to three hundred (\$300) dollars per calendar year will be provided for business casual clothes or court clothes.

Any other article required for an employee's performance of duties normally worn by an employee will be repaired or replaced by the City if such article is damaged or lost during the performance of the employee's duty. The authorized uniforms and equipment of the Silverton Police Department will be determined by the Chief of Police. Any accessories and additional equipment must be authorized by the Chief of Police.

#### Section (9) Mileage Expense.

Employees required to use their personal vehicles for City business, if no City vehicle is available, shall be compensated at the rate then in effect for IRS purposes to be calculated from the employee's base of operation (police station). Employees requesting to use their personal vehicle, rather than a City vehicle, will not be compensated under this provision.

#### Section (10) Incentive Pay.

Police officers who have received an Intermediate Certification according to eligibility standards set down by the Department of Public Safety Standards and Training shall receive \$175.00 per month in addition to the base wage of the officer.

Officers receiving the Advanced Certificate after complying with the DPSST requirements shall be eligible to receive an additional incentive pay of \$175.00 per month in addition to the base wage of the officer, for a total of \$350.00.

Incentive pay for either the Intermediate or Advanced Certificates will be paid to officers after the probation period has been completed with the Silverton Police Department.

#### Section (11) Premium Pay.

The Detective shall receive five percent (5%) in addition to the base wage when assigned to the duty. The Detective shall work a flex schedule with overtime paid after forty (40) hours of work and the call-out pay shall be in accordance with the Collective Bargaining Agreement.

While assigned to train a recruit or new officer, Certified Field Training Officers shall receive five percent (5%) in addition to their base wages.

Officers who are certified by the City for bilingual proficiency shall receive three percent (3%) in addition to their base wage. The City retains the discretion to determine the need for certification and the criteria for certification.

Officers assigned and working as motorcycle Officers shall receive five percent (5%) in addition to their base wage while actually engaged in motorcycle patrol for a majority (50% or more) of their shift.

#### Section (12) Longevity Pay.

Employees who achieve ten (10) years of unbroken seniority with the Silverton Police Department will, on their one-hundred and twenty-first (121<sup>st</sup>) month, be compensated with a fifty-dollar (\$50) per month premium in addition to their base wage.

Employees who achieve fifteen (15) years of unbroken seniority with the Silverton Police Department will, on their one-hundred and eighty-first (181<sup>st</sup>) month, be compensated



with an additional fifty-dollar (\$50) per month premium, for a total of one-hundred dollars (\$100) per month as a premium in addition to their base wage.

Employees who achieve twenty (20) years of unbroken seniority with the Silverton Police Department will, on their two-hundred and forty-first (241<sup>st</sup>) month, be compensated with an additional fifty-dollar (\$50) per month premium, for a total of one-hundred and fifty dollars (\$150) per month as a premium in addition to their base wage.

## **ARTICLE 14. HOURS OF WORK AND OVERTIME**

### **Section (1) Hours of Work.**

The work week for full-time employees shall consist of forty (40) hours through five (5) eight (8) hour shifts or four (4) ten (10) hour shifts. The final decision for shift scheduling is at the discretion of Management. The workday is defined as a 24-hour period commencing at 00:01 hours through 24:00 hours. The workweek is a seven (7) day period commencing at 00:01 hours on Saturday and ending at 24:00 hours on Friday. Other work weeks may be scheduled by mutual agreement of the employee, the Association, and the Chief of Police.

The City will schedule the officer assigned to the vacation relief shift 40 hours per week.

### **Section (2) Work Schedules.**

Work schedules showing the employee's shifts, workdays, and hours shall be posted on a departmental bulletin board. Employees transferred from one shift to another at Employer request, unless relieved from work for at least twelve (12) hours, shall be paid the overtime rate for the first such new shift worked.

### **Section (3) Overtime.**

Overtime shall be defined as all work in excess of eight (8) hours in one shift for a five (5) eight (8) schedule or ten (10) hours in one shift if working a four (4) ten (10) schedule, or work hours in excess of forty (40) hours in one workweek (7-day workweek).

For the purposes of DPSST Academy training, officers will be placed on an FLSA 7(k) exemption using a 14-day work period, with the statutory maximum hours of straight time set at 86 hours in the work period. Employees will only earn overtime for hours worked

over 86 hours in the 2-week period. Overtime hours beyond the 86-hours must be pre-approved by a supervisor or the Chief of Police.

Any non-mandatory, or optional, classes which are not part of the Basic Academy such as First Aid/CPR, Lidar-Radar or the like will be paid as overtime with prior approval and authorization to attend such training by the Chief of Police.

Recruit Officers shall also be required to keep track of each day's hours while in attendance at the Academy and to submit bi-weekly time sheets as required and within established timelines required by all employees

Section (4) Call-Out.

Call-out overtime is paid as hereinafter provided:

- a. Call-out occurs when an officer is required to return to duty outside the regularly scheduled hours of work.
- b. All call-out hours outside the officer's regularly scheduled hours of work are paid at the overtime rate, except training hours specifically described in subparagraph (e) of this section.
- c. Call-outs, including call-out for court, shall be paid at a minimum for four (4) hours when the call-out occurs on an officer's day off.
- d. An employee who attends court on a regularly scheduled work day during hours not contiguous to the regularly scheduled shift shall be paid at a minimum of four (4) hours at the overtime rate; provided, however, that in no event shall an employee be paid call back and straight time for the same hours. Contiguous hours paid at the overtime rate, are not subject to the call-out minimum, and constitute a shift extension. "Contiguous Hours" include those within four (4) hours of the start time or ending time of a shift if the employee remains at work.
- e. The City may schedule instructional training classes, at which attendance may be required, of up to four (4) hours duration per month, and compensate officers required to attend during off-duty hours at the overtime rate for up to four (4) hours for actual training time attendance. If a department meeting or "round table" is held in conjunction with department training, bona fide training shall extend for at least fifty percent (50%) of the hours involved. However, department trainings under this section shall not extend for more than six (6) hours per year. For the purposes of this section only, the parties elect an FLSA (k) 28-day work cycle.

### Section (5) Shift Trades.

Employees may substitute for one another when the substitution is voluntarily undertaken and agreed to solely by the employees, and where the substitution is approved in advance by a supervisor. Such approval must be in writing. The shift trade must be written in memorandum form, signed by both officers acknowledging the shift trade and approved by a supervisor. All trades are excluded from overtime. The City will keep a record of all shift trades for up to three (3) years. It is the obligation of the employee who substitutes for another to ensure that the trade is paid back. The City will not intervene or become involved in any dispute concerning the payback of a shift trade. In the event overtime is worked beyond the regularly scheduled shift on a particular trade, the employee who works that shift and the overtime hours may be entitled to claim the overtime hours worked based upon the work in the employee's own work week. In the event a shift trade occurs on a holiday, no payroll adjustments will be made. The payroll will be administered as if the shift trade had not occurred.

### Section (6) Supervisory Shift Coverage.

Necessary shift coverage, as determined by the Chief of Police or designee, created by the absence of a Captain or a Sergeant, shall be offered first to regular employees.

## **ARTICLE 15. SCHEDULING CHANGE NOTIFICATION**

### Section (1) Adequate Notice.

An employee will normally be given adequate notice of any change in his regular hours of work. Notice will not be given less than seventy-two (72) hours prior to the employee's change of work schedule except where an emergency exists. An emergency is defined as an unforeseen event affecting the department's staffing allocations. In the event an emergency change in the employee's work schedule is required, the employee must be notified by the Chief or his designee as soon as practical after the emergency exists.

Notice shall be made by email during the employee's workweek. If on the employee's day off, notice shall be made by actual phone contact to the employee or an adult member of the employee's household or, if actual phone contact cannot be made after reasonable efforts, by a message on a personal voicemail and a text message to the employee's cell phone if he or she has provided it to the City.

Notice given less than 72 hours prior to the employee's change of work schedule, except where an emergency exists, entitles the employee to compensation at the overtime rate for any hours required to work outside of his or her previously scheduled shift, up to a maximum of four (4) hours.

#### Section (2) Shift Bidding.

The shift change work schedule will be bid on in a rotating order. The highest seniority officer will bid first, then the next senior officer, followed by the next senior officer, and so on until the least senior officer has bid. On the following bid, which shall occur three (3) months from the first bid, the second most senior officer shall bid first, followed by the third most senior officer, and so on. The most senior officer shall bid last in this bid process.

This pattern of bidding shall repeat on a three (3) month basis with the first officer in the previous bid falling to the bottom of the bid rotation. If a vacancy occurs any time after the effective bid date, the vacancy shall be posted for five (5) calendar days and will be filled by seniority bid. Only officers assigned to the patrol will be involved in the bid process. Officers assigned to special assignments do not bid.

When an officer has returned from a special assignment, he/she shall enter at the bottom of the next rotation. Seniority is not lost while serving in a special assignment.

### **ARTICLE 16. WAGE SCHEDULE**

#### Section (1) Wages.

Effective on July 1, 2020, or upon execution, whichever is later, employees shall receive a two and one-half percent (2.5%) across-the-board increase.

Effective July 1, 2021, employees shall receive a two and one-half percent (2.5%) across-the-board increase.

Effective July 1, 2022, employees shall receive a two and one-half percent (2.5%) across-the-board increase.

#### Section (2) Pay Period.

The wages of employees shall be paid bi-weekly.

### Section (3) Step Plan.

New employees shall be hired at or above Step 1. Employees hired at Step 1 shall be advanced to Step 2 upon successful completion of six (6) months employment. Advancement to subsequent pay Steps 3, 4, and 5 shall occur after twelve (12) months of service at the preceding step based on merit. New employees hired above Step 1 shall be advanced after twelve (12) months of service based on merit. Part-time employees shall be advanced when their total hours of service time (1,040 hours equal 6 months and 2,080 hours equal 12 months) is equivalent to the time required in that step by a full-time employee.

Effective December 1<sup>st</sup> of 2020, or upon execution, whichever is later, the City will add an additional Step 6 to the wage scale at the same percentage increase as the previously provided for 5 steps. An employee who has been at the top step of step 5 for at least one (1) year will be moved to Step 6 on 12/01/2020. Those employees, however, will retain their original anniversary date for all other purposes. Employees who have been at the top step of step 5 for less than a year will be moved to Step 6 upon their normally occurring anniversary.

### Section (4) Written Notice.

Employees may only be denied a step increase if the City has served written notice to the employee on or before the scheduled date of the increase. Such written notice shall specify the specific reason or reasons for the denial of the step increase and, where applicable, also specify goals or criteria to be met to qualify the officer for the step increase. Where the denial of such step increase has been affected, the City will, as a condition of continuing the denial, review the performance of the officer not less than once every three (3) months after the initial denial and provide the officer with written confirmation of the review and the results thereof. Failure on the part of the City to meet in a timely manner any of the requirements hereof shall constitute a revocation of its rights to deny the employee the step increase in question. Upon a satisfactory rating, or upon the City failing to meet the requirements of a continued denial, the step increase shall be restored as of the next pay period, but shall not be retroactive past the first pay period that the employee is eligible for reinstatement.

As a criterion in determining eligibility of step advancement, the City shall be limited solely to employee performance and those factors which have a direct bearing on employee performance as outlined in the employee performance evaluation.

In the event of a contention on the part of the Association that the City has failed to observe the procedural requirements specified herein or has denied a step increase in an arbitrary, capricious or discriminatory manner, then such issue shall only be resolved through the grievance procedure.

## **ARTICLE 17. PROBATIONARY PERIOD**

### **Section (1) Length.**

The probationary period for all department personnel, who do not possess a current DPSST certification at the time of hire shall be eighteen (18) months beginning the first day of active duty. The probationary period for all department personnel who possess a current DPSST certification at the time of hire, shall be twelve (12) months beginning the first day of active duty. Probation may be extended in the event a newly hired employee has not completed 90 continuous days of patrol assignment after successful completion of the Field Training Officer Program (FTEP), or has not fully completed the Police Basic class at DPSST. Probation may be extended by the City to complete the 90 continuous days of patrol assignment after successful completion of the Field Training Officer Program.

### **Section (2) Discharge.**

Prior to the completion of the probationary period, an employee may be discharged without cause and without appeal.

## **ARTICLE 18. GRIEVANCE PROCEDURE**

### **Section (1) Definition.**

To promote better relations, the parties agree to settle any disputes as to the meaning, interpretation, or application of this contract by the following procedure:

#### **Step 1:**

The employee, together with the Association, may claim a breach of this Agreement in writing to the Chief of Police. Such written notice will be given within fifteen (15) calendar days from the date the employee knew or should have known of the action alleged to be a breach of this Agreement. The notice shall include: (1) a statement of the grievance and relevant facts including the date(s) of the alleged action; (2) provision of the contract violated; and (3) remedy sought. Nothing shall

prohibit an employee and supervisor from first attempting to resolve the grievance informally during this period.

The Chief of Police shall respond to the grievance in writing within ten (10) calendar days from the date the Chief receives the written grievance with a copy to the Association.

Step 2:

If after (10) calendar days from the date of submission of the grievance to the Chief of Police, the grievance remains unresolved, the grievance may be submitted by the Association within an additional ten (10) calendar days to the City Manager, together with material received to that date. The City Manager may meet with the aggrieved party, and an Association representative. The City Manager shall respond to the grievance in writing within ten (10) calendar days of receipt of the grievance or the grievance meeting, whichever occurs later, with a copy to the Association.

Step 3:

If, after ten (10) calendar days from the date of the City Manager's response, the grievance remains unresolved, the grievance may be submitted to mediation by the Association and the City, if mutually agreed. The City and the Association will jointly request a mediator from the Employment Relations Board.

Step 4 (Arbitration):

If the grievance is not referred to mediation or is not resolved in mediation, it may, within ten (10) calendar days from close of mediation or the decision not to use mediation, be submitted to arbitration. An arbitrator shall be selected in the following manner: A list of nine (9) arbitrators shall be requested from the Employment Relations Board and the parties shall alternately strike one name from the list until only one name is left. A flip of a coin shall determine which party shall strike first. The one name remaining after all strikes shall be the arbitrator. The arbitrator shall be requested to render a decision in thirty (30) calendar days. The power of the arbitrator shall be limited to interpreting this contract in determining if it has been violated. He shall have no authority to add to, modify, or subtract from this Agreement. The decision shall be binding on both parties. The costs of the arbitration shall be paid by the loser and the percentage of loss shall be determined by the arbitrator. Each party shall bear the cost of presenting its own case.

Section (2) Time Limits.

Any time limits specified in the grievance procedures may be extended by written mutual consent of the parties. Failure to submit the grievance in accordance with these time limits without such extension shall constitute abandonment of the grievance. Failure by the City to reply to a grievance within the specified time limits will be considered denial of the grievance at that step. Providing the Association has had the opportunity to be present at the meeting, a grievance may be terminated at any time upon receipt of a signed statement from the employee that the matter has been resolved.

**ARTICLE 19. LAYOFF AND RECALL**

Section (1) Layoff.

In the event of layoff for any reason and consistent with the operating procedures and staffing needs of the City, employees will be laid off in accordance with their seniority in classification. Laid off employees will, however, have the right to displace employees with less seniority in a lower classification if the laid off employee has greater seniority when his years of service, in the classification in which he proposed to move as well as any service in any classification between the two described above, are considered.

Section (2) Recall.

Any position opening with the Police Department for which laid off employees are qualified shall be offered to such laid off employees before other applicants, provided such openings occur within two (2) years of the date of layoff.

Specifically, the City shall send a registered letter, return receipt requested, to the last known address of the laid off employee. Upon receipt of such letter, the laid off employee shall have seven (7) days in which to notify the City of their intent to return to work and an additional fourteen (14) days therefrom in which to return to work. Failure to do so will constitute a waiver of reemployment rights. Employees returning from layoff status to active employment shall have previously acquired seniority for purposes of vacation accrual and layoff provisions and accrued sick leave reinstated, but shall not receive credit for the time of the layoff.



## **ARTICLE 20. MISCELLANEOUS PROVISION**

### **Section (1) Negotiations.**

If negotiations over a successor agreement are scheduled during working hours, up to two (2) designated Association representatives may be present without loss of pay. If designated Association representatives are on duty during scheduled contract negotiations, they shall provide notice of at least 72 hours in advance to the Chief of Police. Association representatives who are on duty during scheduled contract negotiations shall be subject to call-out.

### **Section (2) Existing Conditions.**

The City shall consult with the Association before changing any existing conditions related to wages, hours, and working conditions which are a mandatory subject of bargaining which are not covered in this Agreement.

### **Section (3) Personnel File.**

No evaluation or written record of disciplinary action shall be placed in an officer's personnel file unless the officer has received a copy of such material. The employee shall have the right to submit a written rebuttal to any evaluation or written record of disciplinary action, which shall be placed in the officer's personnel file. Pursuant to ORS 652.750, an employee, upon his request, shall have access to their personnel file. No portion of an employee's file shall be transmitted without the explicit consent and request of the officer other than those authorized within the City or by order of a competent court.

### **Section (4) Training Opportunities and Training Time.**

The Employer agrees to post all job-related training opportunities as these notices are received. Training activities will be scheduled in response to needs identified by employees and their supervisors during an evaluation interview or needs identified by Department management. The employee may make a request for training in writing to the Chief of Police or his designee including all expenses. If the Chief or his designee approves the request, the employee will be reimbursed for agreed upon expenses.

### **Section (5) Solicitation.**

Association members, representatives or affiliates are prohibited from using or inferring that they are representing the City of Silverton or the Silverton Police Department when either directly or indirectly soliciting funds, selling a product or service.

Section (6) Association Business.

While on duty, no employee shall be allowed to participate in Association business without prior supervisory approval. Subject to Department needs, during each calendar year, the City will not unreasonably deny up to six (6) Association requests that on-duty bargaining unit members be allowed up to one (1) hour to attend an Association meeting. Such requests must be in writing and received by the Chief of Police at least 48 hours in advance of the meeting. All on-duty bargaining unit members given permission to attend must respond to all calls during such meeting and the meeting must be located where calls will be heard. When no on-duty bargaining unit member is in attendance, no notice to the City of Association meetings is necessary.

Section (7) Association Work.

Association Executives investigating, processing, and attempting to resolve grievances with management will do so on break time, lunchtime or after working hours unless the employee seeks and receives approval in advance from the Chief of Police or designee.

An employee serving as an Association representative in a disciplinary meeting with management may do so on duty without loss of pay with notice and advance approval from the Chief of Police or designee, as long as staffing and call load allow.

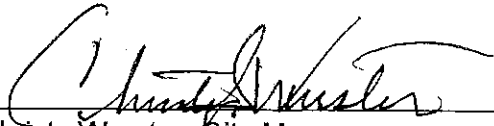
Section (8) Bulletin Board.

The City shall provide and maintain a suitable bulletin board, placed in a convenient and visible location in the Department, for the Association's use.

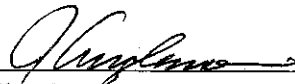
**ARTICLE 21. DURATION**

This Agreement shall be effective upon execution, and shall remain in full force and effect through June 30, 2023, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, not later than March 1 that it wishes to modify this Agreement for any reason. This Agreement shall remain in full force and effect during the period of negotiations.

FOR THE CITY OF SILVERTON


  
Christy Wurster, City Manager

Date: 7/8/2020

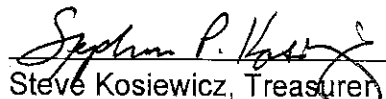
  
Jim Anglemier, Chief of Police

Date: 07/08/2020

FOR THE ASSOCIATION

  
Noe Martinez, President

Date: 7/8/20

  
Steve Kosiewicz, Treasurer

Date: 7/8/20

**APPENDIX A – WAGE SCALE**

<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>Police Officer</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>
<b>July 1, 2020 (2.5%)</b>	25.65	26.93	28.28	29.69	31.17	X
<b>December 1, 2020 (addition of Step 6)</b>	25.65	26.93	28.28	29.69	31.17	32.73
<b>July 1, 2021 (2.5%)</b>	26.29	27.60	28.98	30.43	31.95	33.55
<b>July 1, 2022 (2.5%)</b>	26.95	28.30	29.72	31.21	32.77	34.41