

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MCMINNVILLE POLICE ASSOCIATION**

**AND**

**THE CITY OF MCMINNVILLE**

*July 1, 2019 through June 30, 2022*

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## **PREAMBLE**

This Agreement is entered into by the City of McMinnville, Oregon, hereinafter referred to as "City," and the McMinnville Police Association, hereinafter referred to as the "Association."

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits and other conditions of employment and the establishment of an equitable and peaceful procedure for the resolution of disputes.

## ARTICLE 1 RECOGNITION

**Section A. Recognition:** The City recognizes the Association as the sole and exclusive bargaining agent for all full time, regular budgeted employees in the following classifications with respect to wages, hours, and other conditions of employment:

Sergeant  
Corporal  
Police Officer  
Evidence and Property Technician  
Records Specialist  
Parking Enforcement

**Section B. Changes in Unit:** If the duties of any existing classification are substantially changed, or if a new position or classification is added into the bargaining unit, a proposed wage scale shall be assigned thereto, and the City shall forward the new or changed class and proposed wage to the Association for review. The contract will then be subject to reopening for the sole purpose of negotiating a wage for the class. If the parties cannot agree to the pay range after negotiations and mediation, the matter shall be submitted to binding arbitration.

The arbitrator shall establish a fair and equitable pay scale for the new or changed classification.

**Section C. Changes in work:** If the City changes the duties of any existing employee or classification so as to make that employee or classification ineligible for inclusion in the bargaining unit, the City shall first submit to the Association notice of its intent. The Association shall respond within fourteen (14) days of the notice whether the Association desires to bargain over the proposed change. If the Association fails to respond it shall have waived its right to bargain. If the parties are unable to reach agreement the matter shall be submitted to binding arbitration for resolution.

## **ARTICLE 2 MANAGEMENT RIGHTS**

**Section A. Management Rights:** The City shall retain the exclusive right to exercise all the customary functions of management, including but not limited to:

1. To determine the specific programs and services offered by the City, and the methods, means and facilities by which they shall be effectuated.
2. To determine the size, nature and qualifications of the work force, to assign duties and equipment, to direct and evaluate the employees in the performance of their work assignments.
3. To develop work rules and operating procedures not inconsistent with this Agreement. However, the Association will be informed of the proposed rules and will be given the opportunity to comment and make suggestions thereto, prior to their implementation.
4. To promote, transfer, lay-off, and to discipline, demote and discharge employees for just cause.

The City recognizes that this Section is not a waiver of the City's obligation to bargain under the PECBA in the event the exercise of these functions involves a mandatory subject of bargaining or impacts a mandatory subject of bargaining.

**Section B. Subcontracting:** The City shall notify the Association, as soon as possible, of the possibility of the City subcontracting out work and/or services currently performed by members of the bargaining unit. At the time such notice is given, if the Association demands to negotiate, the City and/or the Association will notify the Employment Relations Board that the parties have entered negotiations concerning subcontracting and ask that a mediator be assigned this issue and schedule, in advance, mediation sessions should the parties reach impasse during negotiations. The parties agree that negotiations regarding the decision and impact of the subcontracting shall continue no longer than thirty (30) days from the receipt of the City's notice. The first negotiation session shall be scheduled no later than ten (10) working days of receipt of the City's notice. Should the parties be at impasse following negotiation and mediation, the parties agree to submit the dispute to an arbitrator for resolution.

### **ARTICLE 3 COMPLETE AGREEMENT/PAST PRACTICES**

**Section A. Complete Agreement:** Pursuant to their statutory obligations to bargain in good faith, the City and the Association have met in full and free discussion concerning matters in "employment relations" as defined by ORS 243.650(7). This contract incorporates the sole and complete Agreement between the City and the Association resulting from these negotiations. The Association agrees that the City has no further obligation during the term of this Agreement to bargain wages, hours or working conditions except as specified below.

**Section B. Past Practices:** The parties recognize the City's full right to direct the work force and to issue rules, regulations and procedures and that these rights are diminished only by the law and this Agreement, including interpretive decisions which may evolve pursuant to the proper exercise of authority given by the law or this Agreement.

1. The employer is not limited, confined, or restricted by past practice, rule, custom, or regulation in making changes in policies, procedures, rules, and regulations to carry out the mission of the Department.
2. However, this Article shall not be interpreted to restrict the Association's right to bargain the decision and impact of subjects of bargaining where the City is compelled to negotiate over the matter by state law. If the City is going to change an existing practice that is or impacts a mandatory subject of bargaining, it shall give the Association written notice of same, and upon demand negotiate the same. However, if necessity dictates it, the City may implement the same.

In case of disagreement between the parties, the Employment Relations Board shall make the decision under this subsection as to whether the City is compelled to negotiate under state law.

## **ARTICLE 4 ASSOCIATION MEMBERSHIP AND DUES DEDUCTION**

**Section A. Voluntary Choice:** All employees covered by this Agreement shall have the voluntary choice of whether to become members of the Association.

**Section B. New Employee Orientation:** A Shop Steward or an Association/Union representative may attend the employee/Association portion of new employee orientation.

**Section C. Check Off:** Within two (2) weeks of hiring an employee, the City must provide the Association representative with the employee's name, job title, date of hire, home address, personal telephone numbers and email addresses. The City must also provide the Association representative with a list of such information for all employees in the bargaining unit at least every 120 days.

**Section D. Dues Deduction:** Any employee who is a member of the Association/Union or who has applied for membership shall sign and deliver to the Association/Union, who shall forward to the City, an original assignment authorizing deductions of membership dues from the employee's paycheck. This authorization shall continue in effect on a going forward basis unless revoked or changed in writing. Pursuant to each authorization, the City shall begin deducting such dues from the employee's paycheck each month, and the amount deducted shall be transmitted within five (5) business days to the Association/Union. Provided the City acts in good faith, the Association shall indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of the City's enforcement of this provision.



## **ARTICLE 5 EMPLOYEE RIGHTS**

**Section A. Employee Rights:** Employees shall have the right to join and participate in the activities of the Association for the purpose of representation on matters of employee relations. Employees shall have the right to refuse to join or participate in the activities of the Association. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Association or its members because of the exercise of these rights.

**Section B. Non-Discrimination:** The provisions of this Agreement shall be applied equally to all members in the bargaining unit without discrimination as to age, marital status, disability, gender, race, color, creed, religion, national origin, sexual orientation, union affiliation, or political affiliation. The Association and the City agree to accept their respective responsibilities for applying the provisions of this Section, including their respective responsibilities to make reasonable accommodations to members with a disability, provided the accommodation does not impose an undue hardship on either party.

In light of available state and federal remedies for illegal discrimination described in this Section, violations of this Section shall not be subject to step three of the grievance procedure.

**Section C. Services to Another Organization:** An employee, when assigned under a contract for law enforcement services to another organization, shall not be penalized relative to promotional opportunities, training opportunities, seniority, salary or fringe benefits. This section shall have no effect on Article 2, Section B., Subcontracting.

## **ARTICLE 6 CONTRACT NEGOTIATIONS**

The Association's negotiating team shall consist of three (3) members, not including legal counsel or observers. Should negotiating sessions with the City be scheduled during duty hours, the negotiating team shall be permitted to attend negotiating sessions without loss of pay. If a negotiating team member is scheduled to work other than a day shift, the member shall coordinate with the Division Commander for a reasonable shift adjustment based upon the staffing level of that shift. The City shall not incur overtime by reason of any such adjustment.

## **ARTICLE 7 ASSOCIATION BUSINESS**

The parties recognize that it may be necessary that Officers of the Association carry out Association activities during duty hours. Association activities are those activities which concern the collective bargaining process, in particular the handling of grievances, collective bargaining during the term of this Agreement, special meetings with the City and handling proceedings before the Employment Relations Board. The parties agree that Association Officers will be allowed to carry out Association business during duty hours subject to the operational needs of the department with notification to their Division Commander. The Association may make reasonable use of the City's copy machines for Association business.

## **ARTICLE 8 ASSOCIATION MEETINGS**

Association members will be allowed to attend the equivalent of eight (8) monthly membership meetings per calendar year on duty time. Members attending Association meetings while on duty will limit their attendance at these meetings to one (1) hour and will be expected to respond to their duty responsibilities during the membership meeting. Except for emergency meetings, the Association will schedule these meetings during non-peak periods of the Department. The Association agrees not to schedule more than three (3) such meetings in any one month period.

## **ARTICLE 9 BULLETIN BOARDS**

The City agrees to furnish a suitable bulletin board for the exclusive use of the Association. The Association shall limit its posting of notices and bulletins to such bulletin board. All postings will be pre-approved by the Association executive board.

## **ARTICLE 10 DISCIPLINE AND DISCHARGE**

**Section A. Discipline:** Disciplinary action or measures shall include only the following: written reprimand; suspension; demotion; discharge; or any combination thereof.

1. Disciplinary actions will be used to correct unacceptable patterns of performance or misconduct.
2. Disciplinary actions will be administered promptly, in a fair, firm, and equitable manner, only for specific and just cause, and with employee rights fully protected.
3. The Employer agrees that such measures as assignment to duties outside those regularly given to other employees in the same classification, or disapproval of leave requests, will not be used as disciplinary measures.
4. 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 B. Procedures:**

1. No economic sanction: When the discipline contemplated does not involve an economic sanction, the city will conduct an investigation, including interviews as needed. The City will interview the employee who is the subject of the investigation. The interview with the employee who is the subject of the investigation may be conducted with or without association representation at the discretion of the employee. The employee who is the subject of the investigation will be directed to answer questions relating to the matter under investigation. At the end of the investigation, the city will issue a written determination.

If, at any time during the investigation, the discipline contemplated is reasonably anticipated to create an economic sanction, the provisions of paragraphs 2 and 3 below shall apply to the person who is the subject of the investigation from that time forward.

2. Economic sanction: When the discipline contemplated is reasonably anticipated to create an economic sanction, the city will conduct an investigation, including interviews as needed. The City will interview the employee who is the subject of the investigation. The interview with the employee who is the subject of the investigation may be conducted with or without association representation at the discretion of the employee.

The employee who is the subject of the investigation will have the following substantive and procedural rights:

- a. The employee will be given written notice of the nature of the investigation and of facts reasonably sufficient to inform the employee of the circumstances surrounding the allegations under investigation. The employee will be afforded the opportunity to consult with an Association representative or other representative of the employee's choosing prior to an interview. The employee shall be allowed the right to have an Association representative or other representative of the employee's choosing present during the interview. The opportunity to consult with the representative or to have the representative present at the interview shall not delay the interview more than two (2) hours.



- b. With the exception of telephone interviews, interviews shall take place at Department facilities, or elsewhere as mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
  - c. The City shall make a reasonable good faith effort to conduct these interviews during the employee's regular working hours, except for emergencies, or other good cause, or where interviews can be conducted by telephone.
  - d. Interviews shall be done under circumstances devoid of intimidation, abuse, or coercion.
  - e. All interviews shall be limited in scope to activities, circumstances, events, conduct, or acts which pertain to the incident which is the subject of the investigation. Nothing in this Section shall prohibit the City from questioning the employee about, and following up on, any information which is developed during the course of the interview.
  - f. Either party shall be allowed to tape record the interview. If the interview is recorded, a copy of the complete interview of the employee, noting all recess periods, shall be furnished, upon request, to the other party. There can be no "off the record" questions. Absent a mutual agreement to the contrary, if either party transcribes the recording, the party shall provide the other party with a copy of the transcription without charge.
  - g. Interviews and investigations shall be concluded with no unreasonable delay.
  - h. The employee shall be advised, in writing, of the results of the investigation and any further action to be taken on the incident.
  - i. In a disciplinary or administrative investigation, the employee's chosen representative may not be required to disclose, or be subject to disciplinary action for refusing to disclose, statements made by the employee to the representative for the purposes of the representation.
3. Due process hearing: If the discipline contemplated after the investigation is complete is reasonably anticipated to create an economic sanction, the employee who was the subject of the investigation will have the following substantive and procedural rights:
- a. The City will provide the employee with a written notice of a due process hearing. The notice will inform the employee of the allegations under investigation. It will inform the employee of their right to representation during the meeting, will set the time, date, and location of the meeting, and will inform the employee of the time, date, and location that the employee will be able to obtain the written findings and determination.

- b. The employee will have the right to a copy of the complete investigation, including any verbal complaints and statements made regarding them which will be used in the findings and determination to the extent these complaints and statements were not previously provided.
  - c. Hearings will be limited in scope to activities, circumstances, events, conduct, or acts which pertain to the incident which is the subject of the investigation. Nothing in this Section shall prohibit the City from questioning the employee about, and following up on, any information which is developed during the course of the hearing.
  - d. Either party shall be allowed to tape record the hearing. If the hearing is recorded, a copy of the complete hearing shall be furnished, upon request, to the other party. Absent a mutual agreement to the contrary, if either party transcribes the recording, the party shall provide the other party with a copy of the transcription without charge.
  - e. Hearings may be reset if reasonably necessary but will be concluded with no unreasonable delay on the part of either party.
  - f. The City will provide the employee with written notice of the City's findings and determination within four calendar days of the due process hearing. If additional time is needed, the City will provide the employee with a written explanation of the reason for the delay and with a date certain by which the findings and determination will be available.
4. Appeal: Appeal shall be through the grievance process as set out in Article 12 of this contract.



## ARTICLE 11 PERSONNEL FILE

**Section A. Employee Right to Review File:** Each employee, upon request, shall have the right to review the contents of their own personnel files.

**Section B. Access to File:** Access to an employee's personnel files shall be limited to only the individual employee involved and/or their designated representative or an association executive board member, Supervisors and Administrators of the City who are assigned to review or place materials therein, and clerical personnel whose duty it is to maintain personnel files, provided such access does not conflict with the provisions of statutes pertaining to personnel records.

**Section C. Entry of Material into File:** No material, which in any form can be construed, interpreted or acknowledged to be derogatory towards the employee, shall be placed in the employee's personnel record without the employee having the opportunity to review the document. All such documents shall bear an employee's signature acknowledging that the employee has reviewed the material and agrees with the contents, or a signature indicating that the employee has reviewed the material but does not agree with the content. An employee may be ordered to sign the document and refusal to sign may result in disciplinary action being taken against the employee. A copy of such material shall be furnished to the employee.

**Section D. Limitations on File:** Material placed in the personnel file of an employee without conforming with the provisions of this Article will not be used by the City in any disciplinary proceeding involving the employee. However, nothing in this Article shall prevent the City from maintaining a working file for purposes of evaluation or investigation. No portion of an employee's file shall be transmitted without the explicit consent and request of the employee other than to those authorized within the City as defined in Section B. The contents of the working file, as those contents relate to that evaluation period, shall be destroyed upon completion of the employee's annual evaluation.

**Section E. Record of Employee Conduct:** At the written request of the affected employee, the discipline cited in 1. below shall be removed from the personnel files maintained by the Office of the Chief and the City, subject to the time frame specified and the further conditions enumerated in subsection 2:

**1. Time frame for removal of discipline.**

- a. Discipline memorialized in a written reprimand will be removed two years from date of issuance.
- b. All other discipline, except letters of demotion or discharge, will be removed five (5) years from effective date of discipline.
- c. Letters of demotion or discharge shall stay in the file indefinitely.

**2. Prior letters in the record: When letters have been issued for any of the categories listed above in 1(a), 1(b) and 1(c) and there are subsequent letters issued or entered into the**

personnel file, the time frame for removal of each such prior letter shall be extended by adding the time frame for the subsequent letter to the time frame for the prior letter; additionally, in no instance shall a subsequent letter be removed before a prior letter. Subsequent letters in category I(a) above only extend the time frame for a prior letter in category I(a). However, subsequent letters in category I(b) above may extend the time frame for removal of a prior letter in category I(a) and I(b) provided that the subsequent letter pertains to the same subject matter as the prior letter. Subsequent letters in category I(c) above may extend the time frame for removal of a prior letter in category I(a), I(b) and I(c) provided that the subsequent letter pertains to the same subject matter as the prior letter.

**Section F. Removed Discipline:** Letters, or copies of letters, imposing discipline, which have been removed from personnel files pursuant to Section E, may not be introduced by either party in subsequent disciplinary proceedings involving the same employee or employees. Both parties acknowledge that the City may be required to maintain properly removed letters of discipline for an extended period of time pursuant to the Oregon Administrative Rules. Properly removed letters shall be sealed and shall not be opened absent a court order. Both parties may maintain materials redacted to exclude the disciplined employee's name and use of these materials under the following circumstances:

1. The redacted materials may be retained beyond the period established in Section E.
2. The redacted materials may be used by either party in its defense to charges of unevenly applied discipline or failure to represent.
3. Before using the redacted materials set forth above, the party using the material shall give the other party two weeks prior notice.
4. Either party shall have access to the redacted materials of the other party.



## **ARTICLE 12 GRIEVANCE-ARBITRATION PROCEDURE**

**Section A. Grievance and Grievance Procedure Defined:** A grievance, for the purpose of this Agreement, is defined as a dispute regarding the meaning or interpretation of this Agreement or regarding an alleged violation of this Agreement. The following procedure shall be followed to resolve the dispute:

Step 1. The employee, with or without Association representative, shall take up the grievance or dispute in writing with their supervisor within ten (10) calendar days of its occurrence, or within ten (10) calendar days of knowledge of its occurrence, or the date on which the employee could reasonably have been expected to have been aware of the issue. The grievance shall include a statement of the grievance, the facts surrounding the grievance, the provision(s) of this Agreement alleged to have been violated, and the remedy sought. The supervisor shall respond in writing to the employee within ten (10) calendar days of receipt or notification of the dispute.

Step 2. If the grievance remains unsettled, the employee or Association representative may, within ten (10) calendar days after the reply of the supervisor is due, submit written notice to the Police Chief or designee. The notice shall include the Step 1 grievance and a copy of the supervisor's response if any. For grievances initiated at Step 2, the grievance shall include a statement of the grievance, the facts surrounding the grievance, the provision(s) of this Agreement alleged to have been violated, and the remedy sought. The Chief or designee may, within thirty (30) calendar days of receipt of the grievance, schedule and hold a meeting with the grievant and the Association to discuss the grievance. The Chief or designee shall respond in writing within ten (10) calendar days of the meeting, if there is a meeting. If there is no meeting, the Chief or designee may respond in writing to the grievance at any time within the thirty (30) calendar day period.

Step 3. If the grievance remains unresolved with the Police Chief or designee, the Association may advance the grievance to arbitration by notifying the City in writing of its intent to arbitrate the grievance within fourteen (14) calendar days of the receipt of the Chief's or designee's response or when the Chief's or designee's response is due (i.e. 44 calendar days after submission of the grievance at Step 2), whichever occurs first.

After the grievance has been submitted for arbitration, the parties or their representative shall either singularly or jointly request the State Employment Relations Board for a list of seven (7) Oregon and Washington arbitrators. The parties shall select an arbitrator from the list by mutually agreeing to an arbitrator or by alternatively striking names. The parties shall, by lot, determine which party shall strike the first name objectionable to it. The final name on the list shall be the arbitrator. The arbitrator's decision shall be final and binding, but he shall have no power to alter, modify, add to or subtract from the terms of this Agreement. Their decision shall be within the scope and terms of the Agreement and in writing. The arbitrator shall be asked to submit their award within thirty (30) calendar days from the date of the hearing.

**Section B. Timeliness and Waiver:** Any and all time limits specified in the grievance procedure may be extended by mutual consent of the parties. Failure by the employee or Association to

submit or advance the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to respond within the time limits without such waiver shall advance the grievance to the next step. A grievance may be withdrawn at any time upon the receipt of a signed statement from the Association.

**Section C. Suspension, Demotion, and Discharge Grievances:** Appeal of a suspension, demotion, or discharge shall commence with Step 2. Except as mutually agreed, all other grievances shall commence with Step 1.

**Section D. Arbitration Expenses:** Each party shall be responsible for paying the cost of presenting its own case in arbitration, including the payment of witness fees, if any. The arbitrator's fees shall be borne by the losing party, as determined by the arbitrator. If the arbitrator cannot designate which party is the loser, each party will pay one-half (1/2) of the arbitrator's fees. If either party desires a verbatim recording of the proceedings it may cause such a record to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

## **ARTICLE 13 RESERVES AND PART-TIME SWORN OFFICERS**

**Section A.** The Association recognizes the importance to the City, the Police Department and members of the Association of maintaining a viable Reserve Unit and a qualified pool of part-time sworn officers.

**Section B.** The City recognizes that it is inappropriate to use members of the Reserve Unit in the capacity of regular police officers or to perform duties normally performed by the regular police officers except as agreed herein. Members of the Reserve Unit will not be used to reach minimum staffing levels except as provided in Section C.

The City and the Association agree that part-time sworn officers who maintain DPSST certification and department training requirements can perform the duties of a regular full-time police officer. However, the purpose of a part-time officer is to augment department staffing, and part-time officers shall not be used to replace or supplant a full-time police officer, nor will a part-time officer be used to reach minimum staffing levels except as provided in Section C.

**Section C.** Solo qualified Reserves and/or part-time sworn officers may be used on a temporary basis in the following circumstances: (1) a Department-wide training program has been scheduled for regular officers and the ability to staff to minimum levels does not exist with regular officers, (2) an unexpected vacancy occurs within the ranks of the regular officers, in which case the Chief may select a member of the Reserve Unit and/or a part-time officer to fill in until the regular officer returns to work or a new officer is hired and solo qualified, or (3) a leave of absence occurs including, but not limited to, FMLA and military leave, in which case the Chief may select a member of the Reserve Unit and/or a part-time officer to fill in until the regular officer returns to work..

Members of the Reserve Unit and/or a part-time officer may be used in the following manner in any situation that occurs with 72 hours or less notification time without offering overtime to regular officers: (1) One solo qualified reserve or part-time officer per shift may be used to work solo patrol in event of a shift shortage, (2) there is a major incident which requires additional resources (e.g. a major investigation, natural disaster, civil disturbance, or other extraordinary circumstances outside the control of the City), (3) to perform work which has customarily been rejected by past practice by regular officers (e.g. guarding an individual at the hospital, transporting in custody persons to out of city locations or general security duties), (4) any other situation where a reserve and/or a part-time officer is qualified and it is impractical to poll regular officers for the task or assignment.

Reserve and/or part-time officers may be used to supplement any situation that would not have been authorized for overtime expenditures (parades, security, etc.).

The polling of regular officers for overtime shall be done in accordance with the best information available (who is on days off, who most recently worked, etc.). It is not necessary to call every regular officer prior to contacting a reserve or part-time officer.

**Section D.** In order to assure that members of the Reserve Unit are qualified to perform the duties assigned to them, the City agrees to "staff" each reserve during the first three months following promotion to solo status.

**Section E.** The City has entered into an agreement with McMinnville School District 40 to provide Police Officers at sporting and other school events. The City and the Association agree that any hours not assigned to full time Officers shall be open to Reserve Officers and part-time officers, but only after regular Officers have had an opportunity to sign up for the hours available.

## **ARTICLE 14 LEAVE OF ABSENCE**

**Section A. Leave of Absence Requirements:** An employee may be granted a leave of absence without pay up to sixty (60) days, when approved by the Police Chief. The Chief will not deny such requests for arbitrary or discriminatory reasons. Requests for such leave must be in writing and establish reasonable justification for the leave and the beginning and ending time of the leave.

**Section B. Conditions:** Any conditions of the leave of absence shall be specified in the approval. Such leaves may be renewed or extended by appropriate action of the Police Chief.

## **ARTICLE 15 NOTICE OF ORDERS**

**Section A. General Orders and Rules and Regulations Provided:** The City agrees to furnish each employee of the bargaining unit a written or electronic copy of the current operational orders, rules and regulations of the Department, the Employee Handbook, and a copy of the current collective bargaining agreement. New employees shall be furnished these documents as soon as possible after being hired.

**Section B. Posting and Notice:** The City shall furnish each affected employee a written or electronic memorandum of personnel orders. Standard operating procedures and general orders of a more permanent character shall be copied electronically to each employee.



## **ARTICLE 16 SENIORITY, LAY-OFF, AND RECALL**

**Section A. Seniority:** Seniority shall be defined as the length of service by an employee within the McMinnville Police Department following their most recent date of hire or re-hire. Time spent on military leaves of absence (except as limited by law) after an employee is hired, authorized leaves with pay, and time lost because of duty-connected disability shall be included in length of service. Leaves without pay in excess of fifteen (15) calendar days shall not apply to seniority. Ties in seniority shall be broken by lot.

**Section B. Lay-off:** In the event of a lay-off for any reason, employees will be laid off in the inverse order of their seniority in their classification. An employee may “bump” into a lower classification or a different classification within the same job family as follows:

1. An employee has an automatic right to bump into a lower classification provided 1) they have more seniority than the person who would be laid off as a result and 2) they actually held the position before, as an employee of the City. An employee who does not meet both of these qualifications may only bump according to subsection “2” below.
2. An employee not meeting the qualifications of subsection “1” above has the right to bump into a lower or different classification provided 1) they have more seniority than the employee who would be laid off as a result and 2) they have the knowledge, skills, and ability to perform the lower or different job. The employee’s seniority in the lower classification will be established according to their last date of hire with the City.

**Section C. Recall:** Employees shall be called back from layoff according to seniority in the classification from which the employee was laid off. No new employees shall be hired in any classification until all employees on lay-off status in that classification have had an opportunity to return to work. An employee shall be considered on lay-off status for a period of twenty-four (24) months.

**Section D. Recall Notice:** The City shall notify the laid off employee by certified mail of any opening for which the employee is eligible for recall in the classification they held before being laid off. Said employee must respond by certified mail within ten (10) calendar days of receipt of notice as evidenced by the signed receipt (regardless of who signs for the certified mail). Failure to do so will result in forfeiture of all recall rights. Should no signature card be returned to the City within fifteen (15) days of mailing, the employee will forfeit all recall rights.

**Section E. Lay-off Exceptions:** The parties recognize that due to the limited size of the McMinnville Police Department, the City may require the retention of canine and detective services. In the event of lay-off, the City shall be allowed to retain the individual(s) providing such services, regardless of the seniority provisions of this Article.

## **ARTICLE 17 PROBATIONARY PERIOD AND TRIAL SERVICE**

**Section A. Probationary Period:** The initial probationary period for employees shall be as follows:

1. For sworn employees who have less than 24 months satisfactory experience with a state, county, or municipal law enforcement agency, the probationary period shall be 18 full and consecutive months.
2. For sworn employees with at least 24 months satisfactory experience with a state, county, or municipal law enforcement agency and who hold a current DPSST basic, intermediate, or advanced certificate, the probationary period shall be 12 full and consecutive months.
3. Non-sworn employees shall be subject to 12 months probationary period.
4. In the event a probationary employee is unable to complete their probationary period of 18 or 12 full and consecutive months, as described above, due to absence for injury, illness, or any other non-disciplinary reason for one hundred twenty (120) consecutive hours, the employee's probationary period will be automatically extended by the length of the absence. Extensions of an employee's probationary period will not, however, affect their step increases. Nothing in this section prevents the City from terminating any probationary employee during the probationary period.

**Section B. Wage Advancement/Premium Pay:** When a probationary employee has satisfactorily worked at least one (1) year comprising at least two hundred (200) days, they shall be advanced to the next step on the Wage Schedule and he/she shall be eligible for incentive pay. Lateral probationary employees are subject to the step increase portion of this section, but they may be eligible for incentive pay at any time, starting with the date of hire. Notwithstanding the above, all probationary employees will begin receiving incentive pay for being bi-lingual as soon as they pass the exam.

Oregon DPSST certified lateral police officer new hires, with a minimum of thirty-seven months' experience, may be offered a recruitment signing bonus of \$6,000 (payable in three installments, as follows: 1- \$2,000 at completion of field training and gaining solo officer status, 2- \$2,000 after completion of twelve months continuous service, and 3- \$2,000 after completion of thirty months of continuous, satisfactory service.) Newly hired lateral probationary employees are subject to the step increase portion of this section, but may be eligible for incentive pay at any time, starting with the date of hire.

**Section C. Anniversary Date:** A probationary employee's anniversary date for wage schedule advancement and for seniority shall be the first day of the first full month of employment. If an employee is promoted or demoted, the anniversary date for wage schedule advancement purposes becomes the first day of the first full month in the new classification. If an employee is off the payroll (e.g., leave without pay) in excess of thirty (30) days between anniversary dates, an adjustment of the anniversary date will be made for wage schedule advancement purposes and for seniority purposes. Adjustments will be made in monthly increments.

**Section D. Representation:** Probationary employees shall not have recourse to the Grievance Procedure of this Agreement for discipline and discharge matters.

**Section E. Trial Service:** Each employee who is promoted from one position in the bargaining unit into another shall serve a trial service period of twelve (12) months. During the trial service period, an employee may be demoted to the classification previously held only when, in the reasonable opinion of the Chief, continuation in the higher classification is not in the best interests of the Department.

## **ARTICLE 18 HOURS OF WORK**

**Section A. Work Day and Regular Hours:** The work day shall be defined as a calendar day on which the employee's scheduled shift begins. The regular hours of work each work day shall be consecutive absent mutual agreement for voluntary changes.

**Section B. Work Week:** Absent mutual agreement for voluntary changes, the work week shall consist of one or more of the following:

1. A five-eight (5/8) schedule consisting of five (5) consecutive eight (8) hour shifts, followed by two (2) consecutive days off.
2. A four-ten (4/10) schedule consisting of four (4) consecutive ten (10) hour shifts, followed by three (3) consecutive days off.
3. A twelve (12) hour schedule consisting of four (4) consecutive shifts of twelve (12) hours, followed by four (4) consecutive days off.

For employees working an eight (8) or ten (10) hour schedule, the work week shall be defined as 0000 hours on Sunday to 2359 hours on the following Saturday. The work period for employees assigned to work a twelve (12) hour schedule shall consist of twenty-four (24) consecutive days.

Supervisors may adjust an employee's weekly schedule for training, training coverage for in service training only, or shift rotation as long as the employee still receives at least two consecutive days off and at least seven (7) days' notice.

**Section C. Shifts:** Shifts shall consist of the current prevailing consecutive hours of work now scheduled. All employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times.

**Section D. Work Schedule:** Work schedules showing the employee's shift, workdays and hours shall be posted on the employees' unit bulletin boards at all times. Except for special emergency situations, and during the duration of the emergency, work schedules for any work shift shall not be changed unless the changes are posted for seven (7) days. When a special emergency situation is declared by the Chief or in their absence, by a designee, employees may be called to duty on adjusted shifts without the normal seven (7) day notification. An employee called to duty in such manner will be notified at the earliest possible time: 1) that the employee is being called in on a special emergency, 2) that their shift is being adjusted, 3) what the starting (and, if possible, ending) hours for the shift will be, and 4) that the employee will be compensated at the regular overtime rate for hours worked in excess of the regular number of work day or work week hours.

For the purpose of this Section, a "special emergency situation" is defined as those situations reasonably determined by the Chief or, in the Chief's absence, by their designee(s), to represent an actual or potential risk of extreme property damage or personal injury to the community.

**Section E. Rest and Meal Periods:** Police officers and sergeants are on-call during rest and meal periods and operational requirements may result in such periods being interrupted or missed. Absent such operational interruptions, the following terms shall apply:

1. All sworn employees shall receive a one-half (1/2) hour paid lunch period to be taken as close as reasonably possible to the middle of each shift. An employee shall not be entitled to additional compensation in the event these periods cannot be taken. Professional (non-sworn) staff shall receive a one (1) hour uninterrupted lunch period which is unpaid, unless the employee(s) and Department mutually agree to other arrangements. Sworn employees who are in formal training (non-in-service) will receive an unpaid lunch as they are not subject to call out on their lunch time. If their lunch is a working lunch, as outlined in a training announcement, the time spent at lunch will be compensated at their regular rate.
2. Rest Periods: All employees shall be permitted a paid fifteen (15) minute rest period during each four (4) hours worked. An employee shall not be entitled to additional compensation in the event these periods cannot be taken.
3. Rest periods and/or meal periods cannot be combined nor can they be taken within the first or last hour of the shift.

**Section F. Safety Release:** Employees working sixteen (16) or more hours in a twenty four (24) hour period shall receive no less than eight (8) hours off before returning to work. With prior approval, paid forced time off shall be approved in lieu of working part of the employee's next scheduled shift to ensure the employee receives a minimum of eight (8) hours off.

## ARTICLE 19 ADMINISTRATION OF SALARY PLAN

The following rules shall govern the use of the salary ranges set forth in Appendix A and adjusted annually pursuant to the terms of this agreement, and which are made a part hereof:

**Section A. Rates of Pay:** Each employee shall be paid at one of the steps in the range prescribed for their classification.

**Section B. Anniversary Date:** An employee shall be assigned an anniversary date of the first day of the first full month of employment.

**Section C. Step Increases:** Employees shall be eligible for a one step increase on their anniversary date each year until they have reached Step F. Step increases may be denied when an employee is not meeting performance standards. The employee's performance will be reviewed within ninety days and the increase given if the performance is rated as meeting standards or above at that time.

**Section D. Longevity:** An employee who has ten (10) years of service with the City, will have \$75 per month placed in a deferred compensation plan on their behalf. This amount increases to \$100 per month when the employee has completed fifteen (15) years of service with the City. This amount increases to \$150 per month when the employee has completed twenty (20) years of service with the City. Upon twenty (20) years of service, the employee may choose to have \$75 of their longevity benefit placed into a deferred compensation account or may choose to have that amount paid to them as regular income.

**Section E. Payday:** Paydays shall be the 15th and the last day of the month. In the event that a payday falls on a holiday, a Saturday, or a Sunday, the payday shall occur on the nearest preceding week day that is not a city, state, or federal holiday. The City shall promptly deposit deferred compensation deductions.

**Section F. Promotions:** When an employee is promoted or advanced to a higher classification, the employee shall be placed at a salary step in the higher classification which assures that the employee will not suffer a reduction in compensation due to the promotion.

**Section G. Incentive Pay:** Eligible employees shall receive incentive pay computed on a top step of a forty (40) hour a week patrol officer's salary range in addition to their base salary for the following achievements:

1	Advanced Certificate	8.0%
2.	Intermediate Certificate	4.0%
3.	Associates of Arts or Science Degree from an accredited institution	2.0%
4.	Bachelor of Arts or Science Degree from an accredited institution	4.0%



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| 5. | Bilingual in Spanish with a street level fluency             | 5.0%  |
| 6. | Bilingual in Spanish with a court-certified level of fluency | 10.0% |

An employee will receive bi-lingual incentive pay once the employee has demonstrated to the City that they can communicate at a proficient level that meets the needs of the community and department. The employee must be able to demonstrate every two (2) years that they maintain “street level” proficiency in Spanish, which allows them to do the following:

- a) Communicate in front office contacts.
- b) Conduct criminal investigations to include interviews of victim(s) and/or suspect(s).
- c) Investigate traffic related incidents such as crashes and DUIIs.
- d) Explain traffic citations and written warnings.
- e) Communicate during medical emergency situations.
- f) Explain legal documents/concepts such as Miranda warnings, stalking orders, implied consent, etc.
- g) Have the ability to read basic documents written in Spanish.
- h) An employee will receive the 10.0% bilingual incentive pay once the employee has demonstrated to the City that they can communicate in a court-certified” proficiency level. The employee must be able to demonstrate every two (2) years they can maintain “court-certification” fluency in Spanish.

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| 7. | ASL certified | 5.0% |
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The incentive pay for an Intermediate and Advanced Certificate is not cumulative. The incentive pay for an Associate’s Degree and a Bachelor’s Degree is not cumulative.

An employee shall begin receiving incentive pay on the first day of the next pay period following notification to the Chief of Police of the achievement for which the incentive pay is to be given.

**Section H. Assignment Pay:** Eligible employees assigned to the following duties shall receive assignment pay in addition to their base salary for the duration of the assignment. Assignment pay for sworn members is computed on the top step of a forty (40) hour a week patrol officer’s salary range. Non-sworn employees shall receive assignment pay computed on the top step of the employee’s salary range. Duty assignments are at the discretion of the Department and additional compensation as a result of a duty assignment does not constitute a property right for the employee to continue in a particular duty assignment. Duty assignments are paid on a time for time basis in 30 minute increments with a minimum of 30 minutes in assignment.

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| 1. | Detective (including sergeant) | 5.0% |
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An employee assigned to detectives shall begin receiving assignment pay on the first day of the next pay period following the assignment to detectives.

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| 2. | Police Training Officer (PTO) | 5.0% |
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3. Canine Handler 5.0%

A canine handler shall begin receiving assignment pay on the first day of the next pay period following the assignment of a canine. The assignment pay for canine handlers is to compensate the handler for time spent in care and feeding of the canine above and beyond what takes place during work hours. The City has sole discretion in the selection of canine handlers. The City shall supply the dog's food and pay the dog's medical costs. The City will also provide a secure kennel at the handler's residence for the canine. The City shall provide liability insurance for the actions of the dog.

4. Non-sworn training personnel 5.0%

5. Motorcycle Officer 5.0%

6. Officer in Charge (OIC) 5.0%

In the absence of a patrol or detective sergeant on duty, an officer shall be designated the OIC for all or part of the shift.

7. School Resource Officer (SRO) 5.0%

An employee assigned to SRO shall begin receiving assignment pay on the first day of the next pay period following the assignment to SRO. The assignment pay shall be valid as long as the employee is assigned to the school. In the event another employee fills in as an SRO they will receive the assignment pay for the SRO hours worked on a time for time basis.

**Section I. Forced Time Off:** An employee who is regularly scheduled to work but is relieved from work for other than disciplinary reasons shall receive pay and benefits which normally would have been earned during their regularly scheduled shift.

**Section J. Salary Structure and Future Wages:** Schedule A shall become effective on July 1, 2019. The recruit step will be five percent (5%) below Step A for patrol officer. The recruit shall remain at that step until declared solo and then move to Step A as patrol officer.

Effective July 1, 2019, wages shall be increased by 4.0%.

Effective July 1, 2020, wages shall be adjusted by one hundred percent (100%) of the CPI-W West Consumer Price Index for the second half of the prior year. The CPI percentage shall be no less than 2.0% and no more than 4%.

Effective July 1, 2021, wages shall be adjusted by one hundred percent (100%) of the CPI-W West Consumer Price Index for the second half of the prior year. The CPI percentage shall be no less than 2.0% and no more than 4%.



**Section K. Twelve Hour Shifts:** Employees assigned to work the twelve (12) hour schedule as provided for in Article 18B will work one hundred four (104) or 5% more hours per year than employees working the 5/8 or 4/10 schedules. To compensate for these additional hours, employees shall receive an additional 5% to their base salary when assigned to the twelve (12) hour schedule. Assignment to the twelve (12) hour schedule is at the discretion of the Department and this additional compensation for working the twelve (12) hour schedule does not constitute a property right for an employee to continue working the twelve (12) hour schedule.

**Section L. Physical Fitness:** Recognizing that physical fitness is beneficial to the health and well-being of employees, in addition to lowering the potential costs of health care and work related injuries, a physical fitness incentive will be established beginning July 1, 2011.

The City is only obligated to offer one physical fitness incentive test date at the start of the fiscal year and one test date at the middle of the fiscal year. If an employee is eligible to participate (per eligibility requirements of the CBA) in either of the physical fitness incentive testing sessions, but is unable to do so because of a schedule conflict, then the employee will be allowed to take the test at an alternate time/location of their choosing and provide a written qualifying score.

The alternate test can be done anytime between the same numerical day during the calendar month before the announced test date and the same numerical day during the calendar month after the announced test date. For example: If the initial fiscal year test date is selected to be July 6th, then the eligible employee can take the initial test at an alternate location at any time between June 6th and August 6th. As an additional example, if the mid-year test date is selected to be January 18th, then the eligible employee can take the mid-year test at an alternate location anytime between December 18th and February 18th.

The employee is responsible for making any and all arrangements for the alternate test and for providing written proof of their qualifying score. If the alternate test cannot be completed on duty time, then the employee will be paid one (1) hour of voluntary overtime.

Those employees who successfully complete the ORPAT course in a time that is considered passing during the first test will receive an incentive bonus of four hundred dollars (\$400). The parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and Oregon payroll tax deduction.

If an employee fails to pass the ORPAT, or chooses not to participate in the first test date, the employee may participate in the second test date. If an employee passes the ORPAT on the second test date, they will receive an incentive bonus of two hundred dollars (\$200) for the fiscal year in which the re-test or test was taken. The parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and Oregon payroll tax deduction.

If an employee who successfully completed the ORPAT course in a time that is considered passing and received the physical fitness incentive bonus during the prior fiscal year cannot participate in the first (July) test date due to an on the job injury, they may participate in the

second (January) test date. If the employee passes the ORPAT on the second (January) test date, they will receive an incentive bonus of four hundred dollars (\$400) for the fiscal year in which the test was taken. The parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and Oregon payroll tax deduction.

For purposes of the Agreement, the minimum standard for passing will be the time established as passing by DPSST for an Entry Level Police Officer. Recognizing that passing standards for ORPAT may change at the discretion of DPSST, it is hereby established that the standard used by the City as passing will be the standard used by DPSST on July 1, 2011. This passing standard may be changed by mutual agreement between the Association and the City. All ORPAT testing will be done on duty time, or the employee will be paid one hour of voluntary overtime if the test cannot be completed on duty time.

Employees who seek this incentive but do not meet the minimum ORPAT passing standard as defined in this Agreement will not be deemed "physically unfit for duty." In addition, an employee will not be negatively treated by the City, or its supervisors, due to not passing the ORPAT standard as defined in this Agreement.

Recognizing that participation in this incentive program is purely voluntary, those employees who opt not to participate will not receive discipline or be negatively treated by the City or its supervisors for this choice.

## ARTICLE 20 OVERTIME

**Section A. Overtime:** Overtime means the time an employee is authorized to work, or works in the normal course of carrying out activities incumbent upon the employee, in excess of eight (8) hours in a work day, or forty (40) hours in a work week, or ten (10) hours in a work day or forty (40) hours in a work week for those personnel engaged in the Four-Ten Plan or twelve (12) hours in a work day or in excess of eighty four (84) hours in a two (2) week period for those personnel engaged in a twelve (12) hour scheduled shift with the exceptions of variances in work schedule caused by shift changes, promotions or voluntary changes.

**Section B. Overtime Compensation:** Compensation for all overtime work shall be at one and one-half (1-1/2) times the employee's established rate of hourly pay. Overtime will be paid in cash provided that, at the option of the employee and in accordance with applicable law, compensatory time shall be granted in lieu of overtime pay. At the option of the employee, they may accumulate up to one hundred (100) hours of compensatory time. Any time in excess of one hundred (100) hours shall be paid in cash in the employee's next pay check. Employees also may request payment for a specified number of hours of compensatory time to be paid with the regular monthly payroll, provided sufficient funding is budgeted.

**Section C. Days Off:** The present practice that an employee will not be required to work more than five (5) consecutive days, even during the period of a work schedule change, shall be continued. An employee who works in excess of five (5) consecutive days shall be compensated at the overtime rate until provided at least one (1) day off, except in the case of voluntary shift changes or promotion.

**Section D. Section 7(K):** The parties agree that the City elected an FLSA, Section 7(K) work period of twenty-eight days effective May 21, 1990. The election of the twenty-eight day work period for purposes of the Fair Labor Standards Act does not change the City's obligation to pay overtime compensation as set forth in this Agreement.

**Section E. Pyramiding of Hours:** Hours shall not be pyramided for the purpose of compensation. An employee filling in for an employee taking compensatory time off will be paid at the overtime rate and will not be given compensatory time off.

**Section F. Voluntary Overtime Work:** The Police Department has various overtime shifts and approves and provides policing services to various organizations, agencies and private functions within the City. Police Officers may volunteer to work these shifts or at those events. These hours will be in addition to the normal working hours of the Officers and shall be compensated at the rate of time and one half for the time worked. Call back pay shall not apply to this time, except that if an employee is not notified by 5 p.m. the day before of a cancellation of a voluntary overtime assignment the employee shall receive a call back in the same amount as for a court call back that was not cancelled in time.

**Section G. Travel Time:** All employees required by the employer to travel outside the corporate limits of the City for training or otherwise shall have all such time considered as hours worked regardless of whether the employee was a passenger or a driver. All employees who request to

travel outside the corporate limits of the City for training or otherwise shall have all such time considered as hours worked regardless of whether the employee was a passenger or a driver, and shall adjust their work schedules to avoid incurring overtime arising from the training.

## **ARTICLE 21 DUTY CALLBACK/COURT CALLBACK**

**Section A. Shift Extensions:** For purposes of this Article, call back to duty or to court must occur more than one (1) hour prior to the start, or more than one (1) hour after the conclusion of the employee's shift. Should the callback occur one hour or less before or after the end of the shift, the overtime worked shall be deemed an extension of the shift and shall be compensated as such and not subject to the call back minimums.

**Section B. Mandatory Duty Call Back:** When required to come back to duty, outside a scheduled shift but on a scheduled work day, the employee will receive time and one half for actual time worked and will be guaranteed a minimum of three (3) hours at time and one half. When required to come to work on a day off (including paid leave approved thirty(30) or more days in advance), a minimum of four (4) hours at time and one half overtime will be guaranteed. Once the duty which the employee is called back for is completed, the employee is free to leave. (Holiday call back is governed by Article 23.)

**Section C. Court Call Back in Yamhill County:** When called back to court on a day off or without at least forty-eight (48) hours of advance trial notice, the employee will receive time and one half for actual time worked and will be guaranteed a minimum of four (4) hours at time and one half.

An employee shall be considered on call back for court appearance if not notified of cancellation by 5:00 p.m. on the day preceding the date of trial. A minimum of three (3) hours at time and one half will be guaranteed for a scheduled work day and a minimum of four (4) hours at time and one half for scheduled day off.

All notices requiring an employee of this Department to appear in any court or at any hearing shall be routed to the departmental court coordinator.

The court coordinator shall log the required information on the appropriate court schedule, initial and date the appearance form and forward the form to the employee scheduled for appearance.

If an employee receives a notice for appearance that does not have the initials and date required, they will confirm with the court coordinator that the required information is on the court schedule. Failure to do so will make the employee responsible for appearance, and if the court date is canceled, the employee can not apply for overtime or call back pay.

All cancellations of appearance will be routed to the court coordinator for removal of the information from the court schedule.

The court coordinator will contact each court or hearings branch between 1630 and 1700 hours the court day before the scheduled appearance to determine if the appearance is required.

All cancellations will be noted on the court schedule with the date of cancellation and the initials of the person canceling.



All employees will be required to confirm their required appearance after 1700 hours the court day before the appearance.

If any cancellation is noted on the court schedule prior to 1700 hours the court day prior to the appearance date, overtime or call back pay shall not apply.

When an employee is scheduled for a Circuit Court Criminal Trial, the employee shall call the after-hours witness number after 6pm the day before the scheduled trial to find out about cancellations. If the cancellation is noted on this recorded witness line, overtime or callback pay shall not apply. If the recorded witness line is not updated or is garbled and unable to be understood, the employee should call an on duty employee to check if the court calendar has been updated as defined above. Circuit Court Criminal Trials are the only exception to the 5pm rule noted in this section.

For purposes of the court call back minimum, an employee must be requested to appear in court because of the employee's official capacity with the City of McMinnville or a previous law enforcement employer.

**Section D. Court Appearances Outside Yamhill County:** When required to testify in a court outside of Yamhill County, on a case generated from the employee's employment as a McMinnville Police Officer, during their normal work shifts, employees shall be allowed leave for this purpose at no loss of wages. When an employee is required to testify in a court outside of Yamhill County, on a case generated from the employee's employment as a McMinnville Police Officer, on a holiday or on the employee's regular day off or outside the employee's regular work shift, the employee shall be compensated at time and one-half regular pay for all time involved in such court appearances, including transportation time, or four (4) hours, whichever is more. An employee shall be ineligible for the four (4) hour minimum compensation under this clause if they fail to notify their commanding officer of the court appearance within twenty-four (24) hours of service of notice upon the employee.

**Section E. Witness Fees:** Employees will collect only the witness fees provided for by statute when testifying in court. If fees were collected when the employee is on duty, whether on regular time or overtime, such fees will be turned over to the Department for reimbursement of costs to the City.

**Section F.** When an employee is called back regarding two or more separate issues pursuant to the provisions in Sections B or C in this Article, the following shall apply:

- If the callback clock times either overlap or are concurrent, the employee will be given time and one-half for continuous time from the beginning of the first callback to the end of the second callback regardless of whether the employee leaves from the first callback and returns for the second callback.
- If the second callback beginning clock time is beyond either the 3 or 4 hour minimum, then a second callback of either 3 or 4 hours shall apply at time and one-half.

**Section G. Department/Work Related Meetings/Events:** If an employee's attendance is mandatory at a given event, and the event is outside a scheduled work day and outside the shift

extensions described in Section A, Duty Call Back shall apply. If an employee's attendance at a work-related event is not mandatory, but the member is invited to attend on a voluntary basis, the member will be compensated at the regular overtime rate for the actual time spent at the event, provided the event is outside a scheduled work day and outside the shift extensions described in Section A, and Duty Call Back shall not apply.

## **ARTICLE 22 EMPLOYEES' RIGHTS IN USE OF FORCE SITUATIONS**

Employees involved in the use of deadly physical force will be advised of their rights and allowed to consult with an attorney (or agent) prior to being required to give an oral or written statement about the use of deadly physical force. The right to consult with an attorney or agent will not unduly delay the giving of the statement or hinder the immediate processing of an ongoing incident.



## **ARTICLE 23 HOLIDAYS/DISCRETIONARY LEAVE**

**Section A. Recognized Holidays:** The following days shall be recognized as paid holidays:

New Year's Day  
Martin Luther King Jr. Day  
Presidents' Day  
Memorial Day  
July 4  
Labor Day  
Veterans Day  
Thanksgiving Day  
The day after Thanksgiving  
Christmas Day

**Section B. Discretionary leave:** Employees shall also receive 36 hours of paid discretionary leave time per year.

**Section C.** Employees required to work on a holiday shall be compensated at their regular day's pay for that day plus time and one-half their regular rate for all hours worked. The parties agree that 1.5 times the holiday regular rate for overtime purposes is the same as 3.5 times the non-holiday regular rate. See also Article 21, Section B.

**Section D. Day Off on a Holiday:** Whenever a paid holiday listed in Section A above falls during an employee's vacation or scheduled day off, the employee shall be credited with the appropriate number of compensatory hours.

**Section E. Discretionary Leave Time:** Discretionary leave time shall be scheduled at the mutual convenience of the employee and the Department, consistent with the operational needs of the Department, and may be used in hourly increments. Discretionary leave time must be used during the fiscal year in which the time is earned.

**Section F. Non-Sworn and Detective Holidays:** When a recognized holiday falls on a weekend, non-sworn employees and sworn employees (non-patrol) normally working Monday through Friday will be given the Monday or Friday adjacent to the holiday off in accordance with the past practice between the parties.

## ARTICLE 24 VACATION

**Section A. Annual Accrual:** After completion of twelve (12) months of continuous employment, employees assigned to twelve (12) hour shifts shall be entitled to the following vacations with pay at their regular rate for any days on which the employees are assigned to twelve (12) hour shifts:

1-2 years (12-24 months)	84 hours	7.00 hrs month
3-4 years (25-48 months)	102 hours	8.50 hrs month
5-9 years (49-108 months)	126 hours	10.50 hrs month
10-14 years (109-168 months)	152 hours	12.67 hrs month
15-20 years (169-240 months)	168 hours	14.00 hrs month
21 years (241 months) and over	210 hours	17.50 hrs month

Employees assigned to any of the non-12 hour shifts shall be entitled to the following vacations with pay at their regular rate:

1-2 years (12-24 months)	80 hours	6.67 hrs month
3-4 years (25-48 months)	96 hours	8.00 hrs month
5-9 years (49-108 months)	120 hours	10.00 hrs month
10-14 years (109-168 months)	144 hours	12.00 hrs month
15-20 years (169-240 months)	160 hours	13.33 hrs month
21 years (241 months) and over	200 hours	16.67 hrs month

**Section B. Prior Municipal Service with Another Jurisdiction:** To establish vacation accrual rates upon hire, prior municipal service may be considered by the Chief, who has the authority to grant one-half of the prior years' service credit toward vacation for the employee. Any such credit will be made a part of the employee's personnel record at the time of hiring and may not be awarded at a later date.

**Section C. Vacation Draw:** Upon approval by the City Manager and the Police Chief, a probationary employee may draw on their vacation leave before becoming eligible to take a vacation. After completing twelve (12) full months of continuous employment, a first year employee will receive twelve (12) months of vacation accrual. If vacation time has been approved in advance by the City Manager and the employee should terminate work for any reason prior to their "employment year" anniversary, the City may withhold compensation from their final paycheck for any such vacation time taken.

**Section D. Maximum Accrual:** An employee may accrue up to 320 hours of vacation time. If an employee exceeds that accrual, the employee must bring that accrual down to 320 hours by the end of the month in which the accrual of over 320 hours occurred, or the employee will lose the excess vacation time. However, the employee shall not lose accrued vacation time if the employee reasonably attempted to schedule such accrued vacation time and was denied the use of such vacation time by the City.

**Section E. Death, Resignation and Discharge:** Whenever an employee dies, resigns or is discharged, the employee will receive pay or compensation for accrued but unused vacation during the employee's current "employment year" computed pro rata for each full month's employment, but parts of a month shall not be considered in such computation.

**Section F. Vacation Schedule:** Supervisors shall approve the time when vacations shall be taken and they shall be scheduled in accordance with the operational needs of the Department. Time off for vacations, compensatory time and holidays or any combination thereof shall be granted on a first request-first preference basis.

## **ARTICLE 25 SICK LEAVE**

**Section A. Accrued Sick Leave:** Accrued sick leave shall be earned for the purpose stated herein by each employee at the following rates, commencing with the first full calendar month of employment.

- 8-hour and 10-hour employees: eight (8) hours for each full calendar month of service
- 12-hour employees: twelve (12) hours for each full calendar month of service

In the event an employee changes from an 8- or 10- hour schedule to a 12- hour schedule, or vice versa, the sick leave accrual change shall be effective the date of the shift change. Sick leave accruals will not be altered for changes in shifts lasting less than one month in duration.

**Section B. Utilization for Illness or Injury:** Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of illness or injury or disability, or due to pregnancy. In such event, the employee shall notify their immediate supervisor or the on-duty supervisor of the absence and the nature and expected length thereof, as early as possible, but always prior to the beginning of their regularly scheduled work shift, unless unable to do so because of the serious nature of the injury, illness, disability, or pregnancy. If a supervisor is unavailable, a message may be left with dispatch.

**Section C. Family Sick Leave:** Employees may also use sick leave where there is an illness or injury in their immediate family in order to provide assistance and/or care to the ill relative or to care for the employee's family. For the purposes of this Section, the immediate family shall be defined as the employee's 1) spouse, 2) domestic partner, 3) biological, adoptive, or foster parent or child, a stepchild, a legal ward, or a child for whom the employee is standing in loco parentis, 4) grandparent or grandchild, and 5) parent-in-law.

### **Section D. Integration with Workers' Compensation:**

1. In the event an employee suffers a compensable injury or illness on the job, the compensable injury or illness renders the employee unable to report for and perform any available and appropriate work, and that inability is verified by a doctor, the employee will be compensated as provided in subparagraph 2 below. Should the evidence from the doctor verify that the compensable injury or illness is not sufficient to prevent the employee from reporting for and performing any available and appropriate work, but should the City have no available and appropriate work under the circumstances, the employee will be compensated as provided in subparagraph 2 below. Should the evidence from the doctor verify that the compensable injury or illness is not sufficient to prevent the employee from reporting for and performing any available and appropriate work, the employee's absence will be deducted from the employee's sick leave.
2. During the first one hundred eighty (180) calendar days, the City will subsidize the difference between the employee's regular wage and the amount paid by the workers' compensation insurance carrier, with no deduction from the employee's accumulated leave time. The City will pay the employee their regular pay check.

3. After the one hundred eighty (180) calendar day period specified above, the City will continue to subsidize the difference between the employee's regular wage and the amount paid to the City by the workers' compensation carrier. The City will pay the employee their regular pay check. The City will deduct one-third of an hour from the employee's accrued leave for each hour absent.
4. Employees receiving workers' compensation benefits will be considered on duty from 8:00 a.m. to 5:00 p.m., Monday through Friday.
5. The City may require the employee to report to a doctor of the City's choosing for verification of injury or illness under this Article.

**Section E. Sick Leave Without Pay:** Upon application by the employee, sick leave without pay may be granted or renewed by the Employer for up to six (6) months after accrued sick leave, vacation and holiday time have been exhausted. When the employee goes into sick leave without pay status the employee will not accrue benefits. The Employer may require that the employee submit a certificate from a physician periodically during the period of such disability.

**Section F. Maximum Sick Leave:** An employee may accrue sick leave up to a maximum of 960 hours. After the maximum 960 hours of sick leave have been accumulated and the employee has completed ten years of service, an employee will be paid a semi-monthly sick leave benefit equal to the sick leave hours that they would have otherwise accrued pursuant to Section A at their base hourly pay rate. If any sick leave is taken during the month, then no bonus will be paid. Any time an employee's sick leave accumulation drops below the 960 hour cap, sick leave will accumulate as it would regularly.

**Section G. Accrued Sick Leave/Retirement Credit:** No compensation for unused sick leave hours will be allowed upon separation from service with the City.

1. An employee retiring from the City under the Public Employees' Retirement System of Oregon (PERS) will have credited to their retirement program, pursuant to the statutes and under the rules and regulations of PERS, all accumulated sick leave up to a maximum of 960 hours. The City will notify PERS of the accrued sick leave to which a retired employee is entitled and will provide such proof of accumulation as may be required by PERS.
2. Accrued sick leave hours for Oregon Public Service Retirement Program employees will be governed by the applicable statutes, rules, and regulations.

**Section H. Doctor's Certification:** The City may require a doctor's certification to substantiate the use of sick leave after three (3) consecutive working days absence. The City will bear the cost of any such certification.

**Section I. Misuse of Sick Leave:** Fraudulent or deceitful use of sick leave may result in the discipline of the employee involved, including suspension or termination of employment.

**Section J. Light Duty:** The City agrees in its sole discretion to consider assigning light duty for those employees who are ill or injured. The employee's ability and type of illness or injury as certified by a doctor will be considered. The decision shall not be arbitrary or capricious. The assignment of light duty is subject to the City's operating needs.

**Section K. Doctor/Dentist Appointments:** Those persons assigned to Light Duty may attend medical treatment during light duty hours without using leave only if the light duty is because of an on-the job injury, and only those appointments which are directly related to the on-the- job injury.



## **ARTICLE 26 BEREAVEMENT LEAVE**

### **Section A. Bereavement Leave for employees who are Oregon Family Leave Act (OFLA)**

**qualified:** An employee who qualifies for bereavement leave under OFLA will be granted bereavement leave pursuant to the terms provided by OFLA, except they may take bereavement leave coincident with, not strictly subsequent to, the death of the family member. OFLA provides for leave of up to two weeks to deal with the death of a family member by attending a funeral or alternative to a funeral, by making arrangements necessitated by the death of the family member, or by grieving. The first four days of the OFLA covered bereavement leave may be charged to the time code "Bereavement Leave" and not be deducted from any other leaves. All leave must be taken within 60 days of the date the employee receives notice of the death of the family member.

**Section B. Bereavement Leave for employees who are not OFLA qualified:** An employee who does not qualify for bereavement leave under OFLA will be granted bereavement leave not to exceed four (4) days coincident with the death of a family member. Bereavement leave will not be charged against the employee's sick leave or vacation time.

**Section C. Definition of "family member":** For purposes of this Article, the term "family member" means:

1. The employee's spouse or domestic partner and
2. The parents, step-parents, grandparents, children, step-children, grandchildren, siblings, foster children, and foster parents of the employee, the employee's spouse, or the employee's domestic partner and
3. A person with whom the employee, the employee's spouse, or the employee's domestic partner was or is in a relationship of in loco parentis.

**Section D. Extension:** Upon approval of the Police Chief, an employee may draw upon, at the employee's discretion, their accrued sick leave, vacation, compensatory time, or leave without pay for additional bereavement leave time beyond the time specified in Sections A and B.

## **ARTICLE 27 MILITARY LEAVE**

The City shall provide military leave in accordance with Federal and State law.

## **ARTICLE 28 MILEAGE**

Whenever an employee is authorized to utilize their own vehicle in the performance of their official City duties, compensation shall be at the IRS rate.

## **ARTICLE 29 RETIREMENT**

**Section A. PERS:** During the life of this Agreement, the City will continue to participate in the Public Employees Retirement System (PERS) or its successor for eligible employees. The City shall pick up, assume, or pay the employee's contribution required by law to PERS subject to the Oregon Administrative Rules pursuant to PERS statutes.

The City will continue to participate in the sick leave program administered by PERS in accordance with the law.

**Section B. OPSRP:** During the life of this Agreement, the City will continue to participate in the Oregon Public Services Retirement Plan (OPSRP) or its successor for eligible employees. The City shall pick up, assume, or pay the employee's contribution required by law to OPSRP in accordance with ORS 238A.335(1) and (2)(a) subject to the Oregon Administrative Rules pursuant to OPSRP statutes.

## **ARTICLE 30 HEALTH/WELFARE/LIFE/LONG TERM DISABILITY INSURANCE**

**Section A. Medical, Dental, and Vision Insurance:** The City will provide family medical, dental, and vision insurance coverage plan for the members of the bargaining unit and their families. The City will pay 95% of the premium and the employee will pay 5% of the premium. The City will provide Oregon Teamsters Employer Trust (OTET) GW Medical / Dental Plan 6 / Vision Plan 4 (including unsubsidized retiree coverage for the first 36 months of participation which was effective July 1, 2018). The City will provide a VEBA account to cover (fund) the annual cost of the OTET GW deductible rate as established by the OTET Board of Trustees' each calendar year to be paid each January 1. The City will ensure continuation of the current FSA benefit received by Association members. The City will fund a Voluntary Employees' Beneficiary Association (VEBA) account equal to the annual cost of the medical insurance deductible. The City will provide a Flexible Spending Account (FSA) benefit for Association members.

If OTET changes plan benefit levels or discontinues an insurance plan, the City and the Association agree to enter into mid-term bargaining. Both parties acknowledge a mutual obligation to resolve differences. The cost of any replacement plan shall not increase the City's contribution for insurance.

Health insurance will be effective for employees and their dependents on the first day of the first full month of employment. There is no minimum compensable hour requirement for benefits, generally referred to as "first hour eligibility." Compensable hour shall mean all hours of compensation, including payment for accrued leave benefits, and not solely "hours worked."

If an employee is laid off or is on unpaid leave, the City will pay health insurance premiums for the following calendar month. Beyond that time, the employee may elect to continue their health insurance by paying the required premium under COBRA. When an employee terminates their employment with the City, their health insurance will continue through the last day of the calendar month following the date of their termination, and the City will deduct the employee's share of health insurance premiums from their final paycheck. Beyond that time, the employee may elect to continue their health insurance by paying the required premium under COBRA, or it applicable may elect the Oregon Teamsters Employers Trust (OTET) non-Medicare retiree plan, if eligible.

Employees and their dependents will receive health insurance pursuant to the provisions set forth in this agreement, regardless of their status as part-time, part-time plus, or full-time employees.

If the City provides to another City employee medical, dental or vision benefits which are better than those provided for herein, the benefits shall be provided to the members of this bargaining unit.

**Section B. Life Insurance:** The City shall provide a base of \$50,000 of term life insurance coverage for each employee covered by this Agreement. This amount shall be increased to \$100,000 for accidental death.

**Section C. Long Term Disability Insurance:** The City shall provide long term disability insurance coverage, or add an amount equal to the cost of such coverage to each employee's base salary. This coverage shall provide benefits of not less than two thirds (2/3) of the employee's regular salary commencing ninety (90) days after the date of injury or at the time the employee's sick leave is exhausted, whichever occurs later.



### **ARTICLE 31 DECEASED OFFICER**

The family or a family member so designated by an officer killed in the line of duty or dying from injuries sustained in the line of duty shall receive the officer's badge and duty weapon.

The officer's radio call number shall be retired.

## **ARTICLE 32 EQUIPMENT**

**Section A. Safety:** The City and employees (after appropriate notice) agree to abide by all applicable federal and state safety regulations. Further, the City agrees to establish a reporting and remedial procedure for safety concerns expressed by members of the bargaining unit.

**Section B. Equipment:** The City agrees to provide employees with required equipment to carry out their duties. The City agrees to repair, replace or reimburse any employee for personal equipment used by the employee during duty hours which was damaged or stolen provided the personal equipment was authorized for repair or replacement. The City's obligation under this Article is limited to no more than \$200.

## **ARTICLE 33 UNIFORMS**

**Section A. Uniforms:** The City shall provide uniforms, to include suitable footwear per current practice, to all commissioned personnel, including all rank designations on all coats and shirts. The City shall issue replacement uniforms when necessary to maintain appearance or function.

**Section B. Body Armor:** Body armor of a quality which meets or exceeds that of presently-issued armor shall be provided by the City. Body armor shall be quality tested or replaced in accordance with manufacturer's specifications. A replacement vest of sufficient quality will be provided during the quality test.

**Section C. Detectives' Clothing:** The City shall purchase or reimburse detectives for approved work-related clothing provided the detective obtains the City's prior approval. Clothing purchased under this Section shall be used solely for work.

**Section D. Cleaning:** The City will pay for the cleaning of jackets when special incidents occur in which they are soiled.

## **ARTICLE 34 FUNDING**

**Section A. Budget Procedures Recognized:** The parties recognize that revenue needed to fund the compensation provided by the Agreement must be approved by established budget procedures and in certain circumstances, by vote of the citizens.

**Section B. Budgetary Requests and Limitations:** All such compensation is therefore contingent upon sources of revenue and, where applicable, voter budget approval. The City will not reduce the compensation specified in the Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in a bargaining unit covered by an Agreement. The City agrees to include in its budget request amounts sufficient to fund the compensation provided in the Agreement, but makes no guarantee as to passage of such budget requests or voter approval thereof.

### **ARTICLE 35 SAVINGS CLAUSE**

Should any article, section, or portion thereof, of this Agreement be held or rendered unlawful and unenforceable by legislation or by final order of any court of competent jurisdiction or any administrative agency having jurisdiction over the subject matter, such legislation or decision shall apply only to the specific article, section or portion thereof directly affected in the legislation or decision. Upon the issuance of such legislation or decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole shall continue without interruption for the term hereof.

## **ARTICLE 36 TRAUMATIC INCIDENTS**

**Section A. Directly Involved Employees:** In all cases where any employee has been seriously injured, dies, or is directly involved in a traumatic incident while in the performance of their duty, all employees directly involved shall undergo a traumatic incident debriefing with a physician/psychologist designated jointly by the Association and the City. Employees directly involved in a traumatic incident and/or involved in the debriefing process shall be placed on Administrative Status. The length of Administrative Status shall be determined by the City and after consultation with the recommendations with respect to the employee's fitness for duty. Administrative Status shall be defined as: time off for or reassignment without loss of pay or benefits to the employee. The type of Administrative Status will be determined by the City taking into account the type of incident and the recommendation of the person conducting the debriefing.

The term "directly involved" means those employees that had direct involvement in the initial traumatic incident.

**Section B. Debriefing:** The City shall have the authority to require any other affected employee to undergo debriefing and may place the employee on Administrative Status as determined to be appropriate.

**Section C. Purpose of Debriefing:** The purpose of this debriefing will be to allow the employee(s) to express feelings and to deal with the moral/ethical and/or psychological after effects of the incident. The debriefing shall be confidential and shall not be divulged to the Department in any Department investigation of the incident. The cost of the physician/psychologist's services will be borne by the City and/or the appropriate insurance carrier of those services provided.



### **ARTICLE 37 MOONLIGHTING**

No employee shall be allowed to perform formal secondary employment without permission of the Chief. The Chief shall not be arbitrary or capricious in making their decision. Denial of such permission shall be based upon the detrimental effect or potential detrimental effect that the secondary employment would have on the employee's work performance.

## **ARTICLE 38 TERM OF AGREEMENT**

### **Section A. Term:**

This Agreement shall become effective when it has been fully executed or on July 1, 2019, whichever is later; for employees who are active at the time of ratification, all compensation (at each employee's regular rate-of-pay including all other moneys earned such as incentives, etc.) will be paid retroactive to July 1, 2019.

Discretionary leave banks will be adjusted one time to account for the change in discretionary leave (12 hours). The time will expire June 30, 2021.

Employees who worked a 12-hour schedule will retroactively earn 4-hours of sick leave per month for months when the employee worked on a 12-hour schedule, back to July 1, 2019; employees who reach the sick-leave cap due to these hours will be paid their regular rate of pay for hours over the cap.

Employees will receive hours added to their comp bank as retroactive compensation for the 2020 MLK Jr. Holiday. Employees who did not work on January 20, 2020 will receive hours equal to their regular work shift (8, 10 or 12 hours earned) into their comp bank. Employees who did work on January 20, 2020 will receive hours equal to 1.5 times their regular work shift (12, 15 or 18 hours earned). Any hours that exceed the 100-hour comp bank cap will be paid out at the employee's regular rate-of-pay.

This Agreement shall continue in full force and effect until June 30, 2022. The Agreement shall be automatically renewed from year to year, thereafter, unless either party notifies the other in writing no later than January 15 of the year of expiration it intends to modify the agreement. This agreement shall remain in full force and effect during negotiations for a successor agreement.

DATED this 5<sup>th</sup> day of May, 2020

CITY OF MCMINNVILLE

MCMINNVILLE POLICE ASSOCIATION



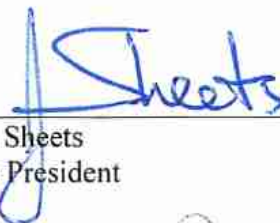
Jeff Towery  
City Manager



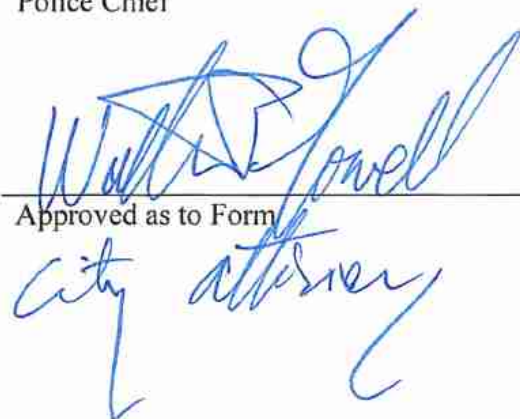
Hugo Cerda  
President



Matt Scales  
Police Chief



Josh Sheets  
Vice President

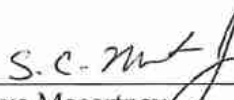


Approved as to Form

city attorney



Marci Peters  
Secretary/Treasurer



Steve Macartney  
Negotiation Team Member

 223

Michael Mann  
Teamsters Local 223 Labor Representative

**City of McMinnville**  
**SEMI-MONTHLY SALARY SCHEDULE - POLICE UNION EMPLOYEES**

July 1, 2019

4% Projected Increase

<b>Classification Title</b>	<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
Police Sergeant - 12 Hour	165	3,041	3,193	3,351	3,520	3,695	3,880
Police Sergeant	160	2,895	3,039	3,193	3,351	3,520	3,695
Police Corporal - 12 Hour	158	2,829	2,970	3,119	3,275	3,441	3,611
Police Corporal	157	2,695	2,829	2,970	3,119	3,275	3,441
Police Officer - 12 Hour	155	2,631	2,763	2,902	3,046	3,201	3,359
Police Officer	150	2,506	2,631	2,763	2,902	3,046	3,201
Parking Enforcement Specialist Police Evidence & Property Tech	130	1,995	2,095	2,202	2,310	2,425	2,545
Police Records Specialist	120	1,856	1,949	2,046	2,148	2,257	2,368

**Other / Certification Pay - Police Union Employees**

<b>Title</b>	<b>Amount</b>	<b>Percent</b>	<b>Range</b>	<b>Step</b>
AA / AS Degree	64	2%	150	F
BA / BS Degree	128	4%	150	F
Intermediate Certificate	128	4%	150	F
Advanced Certificate	256	8%	150	F
Bilingual	160	5%	150	F
Bilingual - Court	320	10%	150	F
ASL Certified	160	5%	150	F
Detective (including sergeant)	160	5%	150	F
K-9	160	5%	150	F

**Other / Certification Pay - Police Union Employees**

<b>Title</b>	<b>Amount</b>	<b>Percent</b>	<b>Range</b>	<b>Step</b>
School Resource Officer	160	5%	150	F
Police Training Officer	1.85 / Hour	5%	150	F
Motorcycle Duty	1.85 / Hour	5%	150	F
Officer in Charge	1.85 / Hour	5%	150	F
Fitness Incentive - 12 months	400			
Fitness Incentive - 6 months	200			

## Appendix B Job Families

For the purposes of Article 16, Section B, the following are job families. Bumping between regular budgeted, full time employees, may occur within these families:

### Administrative Job Family

- Community Support Coordinator/Community Service Officer
- Evidence and Property Technician/Parking Enforcement
- Records Specialist

### Operational Job Family

- Sergeant
- Corporal
- Officer
- Recruit