

AGREEMENT
BETWEEN

*KING CITY POLICE EMPLOYEES
ASSOCIATION*

AND

THE CITY OF KING CITY

JULY 1, 2020 – JUNE 30, 2024

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ARTICLE 1 RECOGNITION:

- 1.1 **Sole Representative:** The City recognizes the Association as the sole and exclusive collective bargaining representative of all employees covered by this contract for the purpose of collective bargaining with respect to wages, hours and benefits and terms and conditions of employment.
- 1.2 **Bargaining Unit:** The bargaining unit covered by this contract consists of all clerical, technical, professional or blue collar employees of the City of King City, excluding elected officials, supervisory or confidential employees.

ARTICLE 2 ASSOCIATION SECURITY:

- 2.1 **Association Membership:** Membership or non-membership in the Association shall be the individual choice of employees covered by this contract.
- 2.2 **Check-off:** The City agrees to deduct the uniformly required Association membership dues other authorized fees or assessments at the end of each month from the pay of those employees who have authorized such deductions in writing on membership cards provided by the Association. Such deductions shall be transmitted to the Union by the tenth (10) of each succeeding month. The amounts deducted shall be transmitted monthly to the Association accompanied with a complete list of all employees including new, terminated and current members of the Association. Such listing shall contain the employee's name, address and social security number.
- 2.3 **Hold Harmless:** The Association agrees to hold the City harmless against any and all claims, suits, orders or judgments brought against the City as a result of the City's actions pursuant to this article and to reimburse fees, costs and expenses incurred thereto by the City.

ARTICLE 3 CONTRACT NEGOTIATIONS:

- 3.1 The negotiating team shall be composed of one designated employee or his/her, alternate from the bargaining unit. The Association representative shall attend negotiating meetings with the City representatives, mediation and fact finding sessions without loss of pay to the extent such meetings are scheduled during working hours of the members attending. The date, time and place for negotiating sessions shall be established by mutual agreement between parties

ARTICLE 4 STRIKES AND LOCKOUTS:

- 4.1 During the term of this Agreement, the Association shall not allow, cause, or counsel its members to participate in a strike, as defined in ORS 243.726 or 243.736 nor shall it cause them to commit any acts of work stoppage, slow down, or refusal to perform any assigned duties.
In the event of a strike or other work stoppage either on the basis of individual choice or collective employee conduct, the Association, upon notification shall make a reasonable good faith attempt to secure an immediate and orderly return to work.

Members of the bargaining unit agree that they will not honor any picket line establishment by any labor organization when called upon to cross such picket line in the performance or duty.

ARTICLE 5 DEFINITIONS:

As used herein, the following terms shall have the meanings indicated:

- 5.1 **Anniversary Date:** The annual date of hire.
- 5.2 **Appeal:** A request to the City Manager for consideration of a decision or ruling on a problem or situation.
- 5.3 **Calendar Year:** Twelve (12) month period beginning January 1 and ending December 31.
- 5.4 **Central Personnel File:** A file maintained in City Hall which contains complete personnel records of the City employees.
- 5.5 **City Manager:** The executive and administrative head of City government.
- 5.6 **Compensatory Time Off:** Time off from work to compensate the employee for overtime worked. Compensatory time must be used or paid out prior to a change in position or status.
- 5.7 **Consumer Price Index:** The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. CPI Increases in salary will be based on the CPI West for Urban Wage Earners and Clerical Workers (CPI-W) rate effective January 1 of the respective year.
- 5.8 **Continuous Service:** Uninterrupted employment with the City, including, reasonable absences due to military service or extended leaves granted by this contract.
- 5.9 **Department:** A major functional unit of the City government
- 5.10 **Department Head:** A person directly responsible to the City Manager for the administration of a department.
- 5.11 **Dismissal:** Involuntary termination of employment with the City.
- 5.12 **Disciplinary Action:** Imposition of certain personnel actions; i.e. reprimand, warning, suspension, dismissal, demotion.
- 5.13 **Duty Day:** Any scheduled period in which an employee is to be available for work.
- 5.14 **Employee:** Anyone who is salaried for employment with the City of King City.
- 5.15 **Examination:** A test for the purpose of evaluation of an employee.
- 5.16 **Fiscal Year:** July of any year through June 30th of the subsequent year.
- 5.17 **Flex-time:** when an employee chooses to shift their everyday schedule by starting the day later or leaving earlier. The total working hours in a given pay period does not change. "Core hours" may be established during which an employee is obliged to be present at the workplace. Flex-time does not accrue beyond the given pay period and is not eligible for payout.
- 5.18 **Floating Holiday:** All full-time, regular employees are eligible to receive one floating holiday per year in addition to regular vacation, sick leave and regular holidays. A floating holiday must be scheduled at least 7 days in advance and approved by the employee's immediate supervisor. The floating holiday does not accrue and is not eligible for payout.

- 5.19 **Grievance:** An employee's oral or written expression of a dispute regarding the application, or interpretation of a particular portion of the Agreement or regarding an alleged violation of this agreement.
- 5.20 **Harassment:** Any verbal, physical or visual conduct of a racial, ethnic, religious or other type which, in the employee's opinion, impairs the ability to perform his or her job.
- 5.21 **HRA:** Health Reimbursement Account
- 5.22 **Immediate Family:** The spouse, children, parents, grandparents, siblings, spouses, parents, grandchildren, domestic partner or other relative living in the household.
- 5.23 **Layoff:** A separation from employment because of organizational changes, lack of work, lack of funds, or other reasons not reflecting discredit upon an employee.
- 5.24 **Leaves of Absence:** Time off from work for reasons within the scope and purpose of this Agreement upon prior approval of the City.
- 5.25 **Leave with Pay:** Authorized leave from work in paid status as defined by contract or as approved by the City Manager.
- 5.26 **Leave without Pay:** Authorized leave from work without pay as approved by the City Manager.
- 5.27 **Longevity Leave:** Authorized leave from work in a paid status for employees with over 10 years of service with the organization. Leave must be used within the year granted and cannot carry over from year to year. Leave is not eligible for payout.
- 5.28 **Military Leave:** A leave of absence granting an employee permission to participate in either reserve training or active military duty.
- 5.29 **Month:** One calendar month.
- 5.30 **Non-occupational Disability:** Disability from an accident or sickness suffered or contracted by the employee which cannot be attributed to the performance of assigned duties.
- 5.31 **Occupational Disability:** Disability from an accident or sickness suffered or contracted as a result of the performance of assigned duties.
- 5.32 **Overtime:** Overtime shall be considered as time worked in excess of the regularly scheduled workweek of 40 hours or working over 8 hours for a regular 8 hour shift or working over 10 hours for a regular 10 hour shift.
- 5.33 **Part-time Employee:** An employee who is employed regularly for less than forty hours per week who normally follows a predetermined, fixed pattern of working hours.
- 5.34 **Probationary Period:** A working test period during which an employee is required to demonstrate his/her fitness, merit and the ability to perform efficiently the duties to which he/she is appointed.
- 5.35 **PRT:** Physical Readiness Test – A voluntary, safe, and fun 2.0 Mile Walk/Jog from City Hall to the King City Community Park.
- 5.36 **Regular Employee:** An employee who has been retained in an appointed position after the completion of his or her probationary period.
- 5.37 **Seniority:** An employee's length of continuous service to the City since the employee's last date of hire.
- 5.38 **Personnel Action:** Any action taken with reference to appointment, compensation, promotion transfer, layoff, dismissal, or other action affecting the status of employment.

- 5.39 **Sexual Harassment:** Any unwelcome sexual advances, request for sexual favor, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decision affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.
- 5.40 **Suspension:** Temporary separation of an employee from City service with or without pay for disciplinary purposes, or with pay pending the outcome of a disciplinary review involving the employee.
- 5.41 **Temporary Employee:** An employee who has been appointed for a limited period not to exceed 6 months for a full-time temporary employee or 1040 hours of employment in any given calendar year for a part-time temporary employee.
- 5.42 **Termination:** When an employee, voluntarily or involuntarily is relieved of the duties of a position.
- 5.43 **Transfer:** A change of an employee from one position to another within the City service.
- 5.44 **Workday:** The regularly scheduled workday shall be the hours each employee has been assigned to work for the City.
- 5.45 **Workweek:** The regularly scheduled workweek shall be five scheduled workdays for 8 hour shifts or four scheduled workdays for a 10 hour shift.

ARTICLE 6 MANAGEMENT RIGHTS:

- 6.1 **Management Rights:** In addition to rights specified elsewhere in this Agreement, the City shall have all legal and customary rights including, but not limited to the exclusive right to determine the mission of its constituent departments and divisions, boards and commissions; set standards, types and frequency of services, exercise complete control and discretion over its organization, operations and the technology of performing its work; determining the procedures and standards of selection for employment and promotion; direct and supervise employees; assign duties, schedules and hours of work; take disciplinary action, including termination for just cause; relieve employees from duty due to workload deficiencies, reduction in budgeted positions, reallocation of work assignments and other justifiable causes; establish and administer the fiscal budget; evaluate employee performance; determine the content of job classifications; assume all necessary actions to carry out its mission in emergencies and other situation of unusual or temporary circumstances; maintain the efficiency of its operations and determine the means, methods and personnel by which such operations are to be conducted.
- 6.2 **Employee Rights:** The rights of employees in the bargaining unit and of the Association are limited to those specifically set forth in this Agreement, and the City retains all authority, power, privileges and rights not specifically limited by the terms of this Agreement.
- 6.3 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the arena of collective bargaining.

It is agreed that this document contains the full and complete agreement on all bargaining issues between the parties and for all for whose benefit this Agreement is made. In the event a conflict between the provisions of the Agreement and any rule or regulation heretofore existing, the provisions of this Agreement shall control.

ARTICLE 7 MAINTENANCE OF BENEFITS:

- 7.1 All existing employment relations as defined in ORS 243.650(7) and interpreted by the Employment Relations Board to be mandatory subjects and not specifically modified by this Agreement, shall remain in effect at not less than the level in effect at the time of the execution of this Agreement. Notwithstanding the conditions set forth in this section, disputes over the mandatory/permissive status of a subject of bargaining shall be submitted to the Employment Relations Board as the sole forum of appeal.

ARTICLE 8 PERSONNEL FILES/RECORDS:

- 8.1 The City Manager shall cause one personnel file to be maintained for each employee in the service of the City. All personnel records shall be located in the personnel files which are located with the City Manager. These records shall be kept for three (3) years following an employee's termination.
- 8.2 A personnel file shall contain, but not limited to, a written Employee Agreement signed by employee and the City Manager when hired showing the department to which the employee is assigned, salary, change in employment status, and any other information as may be considered pertinent. A personnel file shall also contain commendations, evaluations, reprimands, or grievances files, and shall be updated with each change of position, hours or work or salary.
- 8.3 No personnel records shall be removed from the personnel file without written authorization from the City Manager, or designee.
- 8.4 A written response may be made by an employee to items contained in the employee's personnel file and become a part of the file. All records of disciplinary action regarding an employee shall be initialed by the employee signifying that he or she has read the document, but does not indicate agreement with its contents. These records shall become a part of the employee's personnel file.
- 8.5 Pursuant to ORS 192.410 to 192.500, unless otherwise required by law, employee personnel records shall be considered confidential and shall be accessible only to the following:
- a. The employee concerned or any person authorized in writing by the employee while witnessed by one of those listed below:
 - b. Mayor, City Manager, City Recorder, Department Head, City Attorney or Association Representative.

ARTICLE 9 POSITION DESCRIPTION:

- 9.1 **Content:** Every position shall be analyzed in terms of minimum requirements to include: Job-related knowledge, responsibilities, skills, abilities, experience, education, training and when appropriate, prior demonstrated performance and aptitude. Each position shall be defined, by a position description. There may be more than one employee assigned to each position.
- 9.2 **Maintenance:** The City Manager, or designee, shall establish and maintain position descriptions. The City Manager may change a position description when the duties of a position have changed substantially. Changes to job duties or requirements of the job shall be considered reclassification as under section 15.2. The determination shall be based on the position and its relationship to the department.

ARTICLE 10 EQUAL OPPORTUNITY EMPLOYER:

- 10.1 **Equal Opportunity Employer:** It is the policy of the City of King City to provide equal employment opportunity in City employment to all persons; to prohibit discrimination in employment because of race, religion, color, sex, national origin, marital status, family relationship, age, physical or mental handicap; and to promote the full utilization of all persons employed by the City.

ARTICLE 11 GENERAL EMPLOYMENT POLICIES:

- 11.1 **Orientation:** The City Manager, or designee, shall be responsible for the orientation of each employee at the time of the employee's appointment.
- 11.2 **Probationary Period:**
- a. The probationary period is a working test period in which the employee demonstrates ability in a position through actual performances of duties. All non-Police Department employees shall be subject to a six (6) month probationary period upon initial employment and whenever that employee changes positions within the employment of the City, they shall serve another six (6) month probationary period. The City may extend the probation period on a one-time basis up to six (6) months.
 - b. Employees required by the City to complete DPSST certification will be probationary employees for the first eighteen (18) months after date of hire. In the event an individual is hired who has already been DPSST certified through the Academy, their probation will commence as of the date of hire for a period of twelve (12) months. Employees required by the City to complete DPSST certification will be probationary employees in any subsequent promotional probation for a period of six months and subject to the provisions below in Section 11.2.e.
 - c. A probationary employee shall be evaluated at least six months after date of hire, and/or one month before probationary period ends. Probationary period may be extended for a period of 6 months at the City Manager's discretion. Upon satisfactory completion of the probationary period, the employee shall be considered as having satisfactorily demonstrated qualifications for

the position, shall gain regular employee status, and shall be so informed through his or her supervisor.

- d. During the probationary period, either the employee or the employer may terminate the employment relationship at any time for any reason with no notice requirement, appeal, or access to the grievance procedure of this Agreement.
- e. In the case of promotional appointments, the promoted employee may be demoted at any time during the trial service period without appeal, provided that the employee be reinstated to the position from which he/she was promoted, even though this necessitates laying off the employee occupying the position.

ARTICLE 12 HOURS OF WORK:

- 12.1 Work Week: The work week for full time employees shall consist of forty (40) hours. The work week shall normally consist of five (5) consecutive eight (8) hour days. However, the City reserves the right to determine the work week based on the needs of the City and services to the public. Work schedules may be instituted which consist of four (4) ten (10) hour days. Work schedules for employees covered by this Agreement, who normally work fewer than forty (40) hours per week, shall be determined at the discretion of the Department head or designee.
- 12.2 Work Schedules: All shifts shall have an established starting and quitting time as determined by the Department head or designee. Except for situations over which the City has no control, the Department head or designee shall give employees forty-eight hours' notice of any change in the work schedule. At the discretion of a supervisor and with the City Manager's approval, paid administrative time may be offered to cover hours where an adjustment of a work schedule creates a conflict for the employee. The amount of paid administrative time and the hours in which it shall be used will be at the discretion of the supervisor based on what is considered reasonable.
- 12.3 Flex schedule: Subject to advance mutual agreement between an employee and the City, employees may adjust their work schedules to something other than the normal work schedule stated in Article 12.2.
- 12.4 Meal Periods: Employees shall be granted either a thirty (30) or sixty (60) minute unpaid meal period during each work shift which shall not be considered on-duty work time. The meal period shall be scheduled as near as possible to the midpoint of the employee's shift.
- Only those employees who work more than five (5) hours are entitled to a meal period. Employees who are required to work beyond the normal eight (8) hour shift shall be given the option of taking a thirty (30) minute unpaid meal period.
- Police Officers shall be granted a thirty (30) minute paid lunch during each work shift which shall be scheduled as near the middle of the shift as feasible. The City will also provide a paid meal period to any officer who is required to work more than four (4) hours beyond his/her scheduled quitting time.

- 12.5 Rest Periods. Rest periods of fifteen (15) minutes for each (4) hours of consecutive work shall be provided whenever practicable in accordance with the operating requirements of each employee's duties. Rest periods shall be scheduled as near the middle of each, four (4) hour shift as possible and shall be considered on-duty time.
- 12.6 Inclement Weather. All departments and offices of the City will be open for regularly scheduled business during hazardous weather conditions unless the City Manager or City Manager's designee authorizes closure. The City Manager or City Manager's designee may direct employees to leave work early or stay at home when weather and travel conditions deteriorate. Employees are expected to report to work unless their personal safety would be endangered due to travel conditions. Only the employee can assess the individual situation and decide whether it is safe to report to work.
- The City provides a wide array of services, including many emergency-related functions and other services essential to the public health and safety. Those employees in Police and Public Works that are considered essential employees are subject to reporting to work during inclement weather and other natural disasters as directed by their supervisor.
- An employee who (1) does not report for work, (2) reports to work late and/or (3) leaves work early during hazardous weather must use any accrued leave except sick leave to cover the time loss. If there is no accrued leave available, leave without pay may be used for time loss. An employee may make up the hours only with approval of the supervisor and if done in such a manner as not to result in overtime costs.
- When an employee leaves work early or stays home due to the directive of the City Manager or City Manager's designee, the employee will receive his/her regular rate of pay.
- If an employee has chosen to stay home due to weather conditions or other natural disaster conditions and the City Manager later closes the facility early, the employee who chose to stay home must still use accrued leave for time lost.

ARTICLE 13: ATTENDANCE:

- 13.1 Regular and prompt attendance is a condition of continuous employment. Continuing habitual absence or misuse of leave provisions shall be a basis for disciplinary action up to and including termination.
- 13.2 An employee shall not be absent from work for any reason other than those specified in the Personnel Policy without making prior arrangements with the supervisor. Unless such prior arrangements are made, an employee, who for any reason fails to report to work, shall make a sincere effort to immediately notify the supervisor of reason for being absent in order to obtain approval. If the absence continues beyond the first day, the employee shall notify the supervisor on a daily basis unless other arrangements have been made with the supervisor. Any unauthorized absence shall be considered an absence without pay and may be cause for disciplinary action.
- 13.3 The City shall maintain accurate records of employees' attendance and hours of work.
- 13.4 Any unauthorized absence of an employee from duty shall be deemed to be an absence without pay and may

be cause for disciplinary action.

ARTICLE 14 PERSONNEL EVALUATION:

- 14.1 Each employee shall be evaluated at least once a year in accordance with the City of King City's Personnel Evaluation and its instructions. All employees, regardless of status or duration of employment are required to meet and maintain City standards for job performance and behavior.
- 14.2 Subject to Budgetary Limitations and when feasible as determined by the City Manager in the Manager's sole discretion, Employees at the top step in any given employment classification are eligible to receive a performance increase in accordance with their annual evaluation commensurate with the CPI- West for Urban Wage Earners as defined in the Definitions section of this Agreement. In the event a performance increase is not awarded, the City Manager may later grant performance increases that include all or part of any unawarded performance increase, as provided in this section.

ARTICLE 15 GENERAL PROVISIONS:

- 15.1 Whenever job vacancies arise, if all qualifications are equal, current employees will be given preference.
- 15.2 Vacancies and Special assignments that are to be filled on other than a temporary basis shall be posted on department bulletin boards for at least ten (10) days prior to filling. Employees wishing to be considered for such posted positions shall submit the application materials required of all applicants and participate in the testing processes established by the City. All applicants will continue to retain current status and seniority as an employee of the City.
- 15.3 Employee in the bargaining unit may request reassignment and/or transfer to another position in the City. Such requests for transfers shall be in writing and shall be submitted to the City Manager or designee. Such requests for transfer shall not take precedence over those who apply for the position.
- 15.4 Employees in the bargaining unit who apply for transfer or promotion to another position shall be considered, if qualified, according to the City's standard criteria developed and administered by the City. Promotions shall be in the sole discretion of the City.
- 15.5 When an employee is promoted to a classification with a higher salary range they will not suffer a reduction in base salary and certification pay previously received.
- 15.6 When an employee is transferred to a classification with a lower salary range, that employee's base salary shall be either the top step of the range of the lower classification or the employee's current rate of pay, whichever is lower.
- 15.7 Reclassification: If, based on changes in job duties or requirements of duties, an employee's position is changed as stated in Section 9.2, the employee shall be considered as reclassified. If so, the Association shall be notified of the change in writing. The Association may request that a newly established salary be negotiated. A reclassified employee may be subject to a new probationary period for that classification if

and only if it is considered a promotional reclassification that carries a raise in salary. If the employee fails to meet the standards of the new classification/promotion they may be demoted in accordance with 11.2.e.

- 15.8 In-Service Training: The Council shall encourage training opportunities for employees in order that services rendered to the City will be more effective. Authorization for an employee to attend a seminar, conference, or training class must be obtained prior to attendance through a request to and approval by the City Manager. Training sessions may be attended with pay during regular working hours if approved by the City Manager. The City shall pay one hundred percent (100%) of the fee for the training.
- 15.9 Education Reimbursement: With prior approval, and subject to budgetary limitations, employees can request one hundred (100%) tuition reimbursement for coursework completed while employed and directly relating to job duties. With prior approval, and subject to budgetary limitations employees pursuing other educational opportunities outside of the scope of their regular city duties shall be reimbursed twenty-five (25%) of their tuition upon successful completion of the college level course.
- 15.10 Travel Expense: When employees are required to travel outside the City on City business, reimbursement for expenses incurred shall be determined as follows:
- a. Prior to traveling outside the City, the employee(s) shall obtain approval for the trip and the mode of travel from the City Manager.
 - b. Mileage incurred while traveling on official business by an employee in a private vehicle, shall be paid for by the City at the Federal IRS rate, in effect as of the last January 1.
 - c. Reimbursement for travel (other than personal vehicle), lodging and meals on official trips shall only be the amount of actual and reasonable expense incurred during the performance of official duty as a City employee for the City's benefit. Receipts for expenditure are required.
- 15.11 City Vehicles: City vehicles shall not be used for private purposes.
- 15.12 Selling and Peddling Among Employees: No peddling, soliciting, or sale for charitable or other purposes shall be allowed among or by employees during work hours.
- 15.13 Attire: Employees should wear clothing that is comfortable and practical for work, but not distracting or offensive to others. Business Casual attire is the general guideline for the Office, and Council or Commission meetings, with dress down or casual days on Fridays. Non-Exempt Police Officers should be in uniform while on Duty. Dress and Cargo shorts are acceptable attire when outdoor temperatures exceed 85 degrees. Any clothing that has words, terms, or pictures that may be offensive to other employees is unacceptable. Clothing that has the company logo is encouraged. Sports team, university, and fashion brand names on

clothing are generally acceptable. Torn, dirty, or frayed clothing is unacceptable.

15.14 Political Activity: No City employee, official or private person shall solicit any assessments, contributions or services for any political party during working hours or on City property.

Nothing contained within this section shall affect the right of the employee to hold membership in and support a political party, to vote as he/she chooses, to privately express his/her opinions on all political subjects and candidates, to maintain political neutrality, and to attend political meetings. However, during working hours, no employee shall participate in political issues. Attendance at political organizations is permissible when in conjunction with a business meeting.

15.15 Absence Without Authorization: When an employee is absent for three (3) consecutive work days without authorization, an employee shall be considered to have terminated services as of the last day of active employment. Termination may be waived by the City Manager for an unavoidable situation or other good cause shown.

15.16 Outside Employment: For all employees, any outside employment shall comply with the following provisions:

- a. Outside Employment shall in no way detract from the efficiency of the employee's duties in King City.
- b. Outside Employment shall not present a conflict of interest with King City affairs.
- c. Outside employment shall not take preference over duties required by King City employment.
- d. Prior to engaging in outside employment, employees must have the approval of the City Manager.

15.17 Intellectual Property: Use of City assets for the production of Intellectual Property during employment hours for the purpose of potentially creating patents, copyrights, and other claims on intellectual property is prohibited, unless approved by a supervisor in writing. Intellectual Property produced in the scope of duty using City assets and resources shall be the City's sole proprietary property, and all rights to use and license any use of such intellectual property are assigned to, and are the rights solely of the City.

15.18 Substance Abuse: The City has an obligation to its employees, citizens, and the public at large to reasonably ensure safety in our workplace, as well as safety in working with the public. Consequently:

- a. Any employee who the City has reasonable grounds to believe is intoxicated in the line of duty will be required as a term and condition of continued employment, to undergo a blood alcohol test which will be administered at Meridian Park Hospital. Refusal to take this blood alcohol test will result in immediate termination of employment. If the employee agrees to take the test and the blood test shows more than .08 alcohol in their blood, they will be immediately terminated from employment.
- b. Any employee whom the City has reasonable grounds to believe is under the influence of substances such as amphetamines, barbiturates, cocaine, opiates, phencyclidine (PCP),

cannabinoids (marijuana), or any other drugs, legal or illegal, which impairs job performance or creates a risk to the health and safety of the employee or others *will* be required as a term and condition of continued employment to undergo a 'substance abuse test.' The test sample provided by the effected employee will be tested by a duly licensed lab, i.e. a hospital or State certified testing lab. Refusal to take the required substance abuse test will result in immediate termination. If the employee's substance abuse test is found to be positive, the results will be confirmed by another testing method. If the confirmation also shows 'positive,' the employee will be immediately terminated from employment.

ARTICLE 16 GENERAL CONDUCT, DISCIPLINE, TERMINATION AND APPEAL:

16.1. Investigations/Interviews.

- a. If, after the complainant is interviewed regarding an action or inaction of an employee, further investigation is deemed necessary, the employee and the Association shall be notified in writing of the complaint as soon as is practical. This requirement will not apply where the employee is under investigation for violation of the Controlled Substance Act, or violations, which are punishable as felonies or misdemeanors under law. Also, the employee will not be notified if doing so would jeopardize either the criminal or administrative investigation.
- b. At least twenty-four (24) hours prior to any interview where the City may impose an economic sanction upon the employee as a result of the underlying incident, the employee will be informed of the nature and allegations of the investigation, including the specific reasons for the interview, whether the City believes the employee is suspect in the investigation, and any information necessary to reasonably inform the employee of the nature of the investigation. The employee also will be informed of and afforded the opportunity to consult with an Association representative. The City will provide the Association a copy of this notice.
- c. Any employee who will be interviewed concerning an act, which, if proven, could reasonably result in disciplinary action as defined in Article 16, will be afforded the following safeguards:
 - i. The employee shall be allowed the right to have an Association representative present during the interview. The opportunity to consult with the Association representative or to have the Association representative present at the interview shall not delay the interview more than two (2) hours.
 - ii. With the exception of telephone interviews, interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere. The employer shall make a reasonably good faith effort to conduct these interviews during the employee's regularly scheduled shift, except for emergencies or where interviews can be conducted by telephone. If the interview is scheduled outside of the employee's regular working hours, the appropriate overtime or irregular hours

payments will be made to the employee.

- iii. The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America.
- iv. Interviews shall be done under circumstances devoid of intimidation, abuse or coercion.
- v. The employee shall be entitled to such reasonable intermissions as they shall request for personal necessities.
- vi. 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 employer from questioning the employee about information, which is developed during the course of the interview. Should an officer reasonably believe that issues of possible criminal conduct exist, the City will not proceed unless it provides a Garrity warning and issues a direct order to respond to questions fully and truthfully, and this shall be deemed sufficient to compel truthful responses which cannot be used in any subsequent prosecution. Written documentation of the Garrity warning will be provided as soon as possible and in a formal, office interview setting Garrity documentation will be provided at the time of the interview.
- vii. If the Department, Association or employee tape records the interview, a copy of the complete interview of the employee, noting all recess periods, shall be furnished, upon request, to all parties. If the interviewed employee is subsequently charged and any part of any recording is transcribed by the employer, the employee or the Association shall be given a complimentary copy thereof.
- viii. Interviews and investigations shall be concluded with no unreasonable delay.
- ix. The employee and the Association shall be advised of the results of the investigation and any future action to be taken on the incident.

16.2. Employee Discipline: When an employee's conduct falls below reasonable and acceptable standards, the employee may be subject to disciplinary action for just cause.

16.3. Form of Disciplinary Action:

- a. When practical, the City Manager/Supervisor shall discuss improper or inadequate performance with the employee in order to correct the deficiencies and to avoid the need to exercise disciplinary action.
- b. Disciplinary action ranges from oral or written reprimands to suspension, demotion and finally dismissal from the City service. Discipline shall be of increasingly progressive severity whenever possible, depending on the severity of the offense as well as the number and the frequency of

previous acts of misconduct; however, the order in which these actions appear may not be the order in which they are applied.

- c. Probationary employees shall have the right to appeal disciplinary action taken against them within fifteen (15) calendar days after the effective date of disciplinary action. Appeals shall be made as grievances in accordance with the provisions of this contract through Step 2 of the grievance procedure but shall have no right of appeal to arbitration.

16.4. Grievance Procedure:

- a. City personnel shall strive to anticipate, and thereby eliminate, the cause of most misunderstandings, problems, complaints or grievances. The City shall promptly consider and equitably respond to employee Grievances relating to employment conditions and relationships. The grievance procedure shall be waived for appeals on the status of mandatory/permissive subjects that arise from Article 7 Maintenance of Benefits.
- b. The following steps shall be followed in submitting and processing a grievance:
 - i. Step 1: The aggrieved employee shall orally present the grievance to the *affected employees'* Supervisor within fifteen (15) calendar days of its occurrence, not including the day of occurrence. The Supervisor shall give an oral reply within ten (10) calendar days of the date of presentation of the grievance, not including the date of presentation.
 - ii. Step 2: If the grievance is not settled in Step 1, it shall be reduced to writing, and shall be presented along with all pertinent correspondence records and information to the City Manager within ten (10) after the supervisor's response is given. The City Manager shall meet with the aggrieved employee or group of employees in an executive session with ten (10) calendar days in order to resolve the grievance.
 - iii. Step 3: If the grievance remains unresolved at Step 2, the Association may submit the grievance to arbitration in the following manner. An Arbitrator may be selected within thirty (30) days of the Step 2 response by mutual agreement of the Parties. If the Parties cannot agree upon an Arbitrator, a list of five (5) Oregon Arbitrators shall be requested from the Oregon Employment Relations Board. The Parties shall alternately strike one name from the list until one name remains. The order of striking shall be determined by a coin flip. The remaining individual shall be the Arbitrator. The striking shall be conducted not later than ten (10) days after receipt of the list.
Unless an extension is mutually agreeable and stipulated to by the parties, the Arbitrator shall render a written decision within thirty (30) days of hearing the dispute. The powers of the Arbitrator shall be limited to interpreting the Agreement and determining if it has been violated. The Arbitrator shall not have the power to alter,

modify, add to or detract from the terms of this Agreement. The decision of the Arbitrator shall be binding on both parties.

- c. Expenses: Expenses for the Arbitrator's services and the proceedings shall be borne by the losing party. Each party shall be responsible for the cost of presenting its own case in arbitration.
- d. Representation: Aggrieved employees shall have the right to be represented by an Association Representative at any level of the grievance procedure, including investigation and attempts at informal resolution prior to filing of a formal written grievance. Employees in the bargaining unit involved in meetings with management during working hours under the Grievance procedure, shall be allowed time off with pay for that purpose.
- e. Witnesses: Individuals who have direct knowledge of circumstances relating to the grievance may appear at the request of either party during the second or third step of the grievance procedure.
- f. If the grievance procedures are not initiated within the time limits established by this section, the grievance shall be considered not to have existed.
- g. Any grievance not taken to the next step of grievance procedure shall be considered settled on the basis of the last reply made and received in accordance with the provisions of this section.
- h. If the City fails to meet or answer any grievance within the time limits prescribed for such action by this section, such grievance shall automatically advance to the next step.
- i. The time limits prescribed in this section for the initiation and completion of the steps of the grievance procedure may be extended by mutual consent of the City and the *Association*. Likewise, any step in the grievance procedure may be eliminated by mutual consent.
- j. No employee shall be disciplined or discriminated against in any way because of the employee's proper use of the grievance procedure.

ARTICLE 17 PAY PLAN AND COMPENSATION:

- 17.1. Compensation: An employee shall be paid on the 25th day of each month. If the 25th of the month falls on a Saturday, Sunday or a holiday, employees shall be paid on the last working day preceding the 25th day. An employee may elect to receive an emergency partial payment upon approval by the City Manager. The maximum partial payment an employee may receive shall not exceed 70% of the employee's gross earnings to date within that pay period. An employee shall be limited to one emergency partial payment in each 90 day period.
- 17.2. Overtime:

- a. The City shall have the right to assign overtime work as requested in a manner consistent with the requirements of each department. Under no circumstances shall an employee work overtime without receiving prior approval from their supervisor. Hours worked in excess of an eight (8) or ten (10) hour day (where the City has initiated a 4/10 work schedule) or forty (40) hours, in a work week shall be considered as overtime and shall be compensated at one and one-half 1-1/2 times the employee's regular rate of pay. For purposes of determining overtime, hours of work shall be defined to include vacation, holidays and compensatory time. Sick leave shall not be considered hours of work for overtime purposes.
 - b. Overtime shall be computed to the nearest quarter hour. Under no circumstances shall overtime be paid twice for the same hours worked.
 - c. All overtime worked shall be paid or the employee shall receive compensatory time at the time and one half rate. If budgeted funds are not available for the payment of overtime, such overtime shall be allowed in compensatory time off. Compensatory time off may be scheduled by mutual agreement of the employee and the supervisor based on the needs of the department. In addition, with two (2) weeks' notice, the employer may require the employee to take compensatory time.
- 17.3. Compensatory Time: Non-exempt employees may accrue compensatory time (comp-time) to a maximum of sixty (60) hours. Any comp-time accumulation beyond sixty (60) hours shall be paid on the next paycheck. Accrual is during the fiscal year. At the end of the fiscal year the employee's compensatory time bank shall be reduced to zero hours by pay off or use of time. Upon written request the employee shall be authorized to carry over twenty (20) hours of accrued compensatory time to the next fiscal year but must be paid out prior to any change in pay or status.
- 17.4. Flex-Time: With prior approval from their supervisor an employee may elect to flex their schedule within any given pay period. Flex-Time must be used within the same pay period and shall not carry over or be eligible for pay out.
- 17.5. Call Back: Employees called back on a regularly scheduled work day to work more than one (1) hour prior to or after their normal shift shall be compensated at one and one-half (1-1/2) times their normal rate of pay for a minimum of two (2) hours. Employees called back to work on a scheduled day off shall be compensated at one and one half (1-1/2) times their normal rate of pay for a minimum of three (3) hours. Any time worked beyond the minimum call back shall be paid at the normal overtime rate.
- 17.6. Training Pay: Police Officers will receive an additional 5% when assigned to Field Training Status during times they are assigned a Recruit Police Officer.
- 17.7. Certificate Pay: Police officers shall be eligible to receive a 2.5% salary increase upon completion of their Intermediate Certificate as issued by DPSST. They shall also be eligible for an additional 2.5% salary increase for completion of their Advanced Certificate as issued by DPSST.
- 17.8. Clothing and Equipment Allowance: The City will reimburse a maximum of \$200 each fiscal year for clothing and footwear which will be worn on the job. This allowance must be used within the fiscal year. A receipt must be presented to the City for payment. Reimbursable purchases include: Coveralls, Boots, Dress Shoes,

and Office Attire (Collared Shirts, Slacks, Sport Jackets, Dresses, Skirts, Suit Jackets & Pants, Ties)

- 17.9. Fitness Incentive: The City will reimburse a maximum of \$600 each fiscal year in two installments (December & June) for a gym or health club membership. This allowance must be used within the fiscal year and requires proof of payment and voluntary participation in the City's Biannual Health & Physical Readiness Test to be conducted in November and May.
- 17.10. Longevity Pay: Employees shall be eligible for a one time longevity payment of \$500 on the successful completion of 5 years of acceptable service to the City; \$1,000 on successful completion of 10 years of acceptable service to the City; \$1500 on successful completion of 15 years of acceptable service to the City; and, \$2000 on successful completion of 20 years of acceptable service to the City.
- 17.11. Longevity Leave: Employee with 10 or more years of service shall be eligible for 40 hours of paid longevity leave to be used throughout the year following their annual work anniversary (hire date).
- a. The City Manager, or designee, shall authorize longevity leave for the employees with due consideration for the desires of the employees and the work requirements facing the City. Longevity Leave schedules may be amended to allow the City to meet emergency situations.
 - b. If a holiday occurs during an employee's scheduled Longevity Leave, the employee will receive holiday pay for that day rather than using Longevity Leave.
 - c. Longevity Leave shall not be used in blocks of less than one (1) day.
 - d. Upon termination of employment, employees will not receive payment for the balance of any accrued longevity leave.
 - e. Longevity Leave shall not carry over from year to year and is not eligible for cash out.

ARTICLE 18 HOLIDAYS:

- 18.1. On the effective date of employment, all employees shall be entitled to the following legal holidays: January 1st - New Year's Day; January 15th - Martin Luther King Jr's Birthday; the third Monday in February - Presidents' Day; the last Monday in May - Memorial Day; July 4th - Independence Day; the first Monday in September - Labor Day, November 11th - Veteran's Day; the fourth Thursday in November - Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day on the 24th of December and Christmas Day on December 25th. In addition to the 11 days listed above each employee is eligible to receive One (1) Floating Holiday or Personal Day to be used in the Calendar Year (January 1st-December 31).
- 18.2. Any employee desiring a religious holiday not listed herein may submit a request to the City Manager indicating their choice of the following options:
- Use vacation time; or
Longevity Leave; or
Compensatory time; or
Use unpaid personal leave time.
- Upon verification of the belief and the holiday(s) required, the City Manager will give reasonable

accommodation for said request.

- 18.3. If any such holiday falls on a Sunday, the following Monday shall be given as a holiday. If any such holiday falls on a Saturday, the preceding Friday shall be given as a holiday.
- 18.4. Holidays which occur during vacation, longevity leave, or sick leave shall not be charged against such leave.
- 18.5. With exception of the floating holiday, Police officers shall receive, in lieu of holidays, 10.66 hours off per month to be mutually scheduled by the Chief and the employee upon the City Manager's final approval. These days off may be taken in blocks of one to five days. All accrued holiday hours shall be scheduled to be used or paid within ninety (90) days of the new fiscal year except that upon employee request, ten and sixty-six hundredths (10.66) hours may be carried over into the next fiscal year. Police Officers shall take holiday hours in the month accrued unless other arrangements are approved by the supervisor.

ARTICLE 19 VACATION:

- 19.1. Each employee shall be entitled to vacation leave with pay. Full-time employees shall accrue vacation leave according to the following schedule.

Years Served	Months	Days Per Year	Hours Per Month
.5-1	6-12	10	6.67
1-5	13-60	12	8.00
5-10	61-120	15	10.00
10-15	121-180	18	12.00
15+	181+	20	13.34

- 19.2. New employees shall not be eligible for vacation leave during their six (6) months of employment, although vacation leave shall accrue from the beginning of employment.
- 19.3. Vacation leave can accrue from fiscal year to fiscal year with a maximum accrual of 240 Hours.
- 19.4. The City Manager, or designee, shall schedule vacations for the employees with due consideration for the desires of the employees and the work requirements facing the City. Vacation schedules may be amended to allow the City to meet emergency situations.
- 19.5. If a holiday occurs during an employee's scheduled vacation, the employee will receive holiday pay for that day rather than vacation pay.
- 19.6. Vacation leave shall not be used in blocks of less than one (1) day.

- 19.7. Vacation time for part-time employees shall be pro-rated.
- 19.8. Employees shall not accrue vacation leave during a leave of absence without pay.
- 19.9. Employees shall not borrow vacation time that has not been earned. After six (6) full months of employment employees shall be eligible for payment of accrued vacation leave until severance of employment.
- 19.10. In the event of an employee's death, employee's heirs shall be compensated for the accrued and unused vacation leave at a rate of 100%.

ARTICLE 20 SICK LEAVE:

- 20.1. All full-time employees shall earn sick leave pay at the rate of eight (8) hours for each calendar month of service. Part-time city employees shall earn sick leave at a rate proportionate to their work hours for each calendar month of service. Temporary employees shall not earn sick leave. Sick leave shall accrue from the date of employment, but shall not be taken until the successful completion of three (3) months of employment. There shall be no accumulation restrictions.
- 20.2. The monthly amount of sick leave benefit is not intended to establish a guideline for acceptable attendance. We will consider any pattern of illness (i.e. Monday/Friday illnesses) as an abuse of the sick leave policy which will result in disciplinary action.
- 20.3. Abuse of sick leave privilege shall be cause for dismissal. An employee who is unable to report to work because of any reason shall report the reason for his/her absence to the supervisor within one (1) hour from time expected to report to work, or as soon as possible. Sick leave with pay shall not be allowed unless such report has been made.
- 20.4. Sick leave with pay in excess of five (5) working days shall be allowed only after presenting a written statement from a physician certifying that the employee's condition prevented him/her from appearing for work
- 20.5. Sick leave shall be charged according to the employee's working hours; i.e., 4, 6 ½, 8 or 10 hours per day whichever is the normal worked for that employee.
- 20.6. Sick leave may be used for doctor appointments, personal illness or injury or the illness or injury of an immediate family member. Notification should be given to the Supervisor of the employee's intent to use accrued sick leave as soon as possible prior to the beginning of his or her shift. Absences that are not reported shall be considered an absence without pay. For a temporary absence covered by sick leave which is predictable (i.e., scheduled surgery). The employee shall give King City sufficient notice to plan for staffing during the employee's absence. A physician's release is required before an employee can return to work following such an absence. In the event the employee exhausts all leave balances, the employee's leave shall be taken as sick leave without pay.
- 20.7. If any employee becomes ill while on vacation, he/she will be allowed to charge that time to his/her

accrued sick leave and not to his/her accrued vacation leave.

20.8. Employees shall not accrue sick leave during leaves of absence without pay.

20.9. The City may authorize employees to donate sick leave for a serious illness or injury. The donation of sick leave is totally voluntary.

20.10. Upon termination of employment, employees will not receive payment for the balance of any accrued sick leave.

ARTICLE 21 RETIREMENT BENEFITS:

21.1. The City shall contribute into PERS for all Police Officers according to PERS rules and regulations.

21.2. The City shall contribute into a "qualified" retirement system, mutually agreed upon between the City Council and the City Manager, for all employees as required by Oregon State Statutes at the same contribution rate as used for the Police Department's retirement program with PERS.

21.3. Upon separation, the employee's eligibility to withdraw contributions is based on the retirement system's rules and regulations.

21.4. The City shall pick up and pay the employee's share of the contribution to the retirement program.

ARTICLE 22 WORKERS' COMPENSATION INSURANCE:

22.1. Workers' Compensation Insurance. King City shall provide Workers' Compensation Insurance for all employees, as required by the State of Oregon.

ARTICLE 23 SAFETY:

23.1. Equipment: Adequate and safe equipment shall be provided for all employees. Any safe clothing or equipment required to be worn or used by employees shall be furnished and maintained by the City. No employee shall be expected to operate any equipment or to perform a work assignment that is unreasonable and/or creates a safety hazard.

23.2. Compliance: Federal and State safety regulations shall be strictly observed by the City, the Association and all employees. Employees shall use all protective equipment required to perform their work in a safe manner and shall comply with all safety rules for the City.

23.3. The City will replace employee's shoes contaminated during the performance of work. For purposes of this Article, "contaminated" shall mean contact with any substance or material in any form or quantity which results in an unreasonable risk to safety and health and to property.

ARTICLE 24 INSURANCE:

24.1. The City shall make available health insurance benefits to employees and their dependents comparable to Regence Blue Cross Plan A with Alternative Care medical insurance including Regence Blue Cross

Vision Service Plan and CIS Moda Dental Plan III with Ortho dental insurance. The City agrees to contribute toward full-time and three-quarter time employees' and their dependents health insurance coverage amount equal to 100% less the employee contribution of the medical/dental premium as follows:

- \$50.00 For Employee Coverage
- \$75.00 For Employee and one (1) dependent
- \$100.00 For Employee and two (2) or more dependents

The City contribution toward the medical dental premium for part time employees who regularly work at least half-time shall be pro-rated on the percentage of basis of hours worked compared to full-time employment. A full time employee is defined as an employee who is normally scheduled to work 40 hours per week. A Three-Quarter Time Employee is defined as an employee who is normally scheduled to work over 30 hours per week.

- 24.2. The City has adopted the HRA VEBA plans offered and administered by the Voluntary Employees' Beneficiary Association Trust for Public Employees in the Northwest (collectively the "Plans"): the **Standard HRA Plan**, which shall be integrated with the Employer's or another qualified group health plan and to which the Employer shall remit contributions on behalf of eligible employees who are enrolled in or covered by such qualified group health plan and any other contributions that may be permitted by applicable law from time to time; and the **Post-separation HRA Plan** to which the Employer may remit contributions on behalf of eligible employees, including eligible employees who are not enrolled in or covered by the Employer's or another qualified group health plan, and which shall provide benefits only after a participant separates from service or retires. The employer shall contribute to the Plans on behalf of all qualified employees defined as eligible to participate in the Plans. Each eligible employee must submit a completed and signed Enrollment Form or enroll online to become an eligible participant and become eligible for benefits under the Plans.
- a. **Direct Employer contributions.** Eligibility is limited to part, three-quarter, and full-time employees who have enrolled in the Employer's health plan. Employer contributions shall be equal to \$100.00 for Employee Coverage plan; \$150.00 for Employee and one (1) dependent plan; and, \$200.00 for Employee and two (2) or more Dependents, spouse and family plans, which shall be contributed monthly on behalf of all eligible Group employees.
- 24.3. Employees shall be eligible for insurance coverage the first of the following month following thirty (30) days of employment.
- 24.4. The City shall provide the following insurance benefits to full time employees and shall pay all premium costs for the duration of this Agreement:
- a. Life and accidental death in the amount of one and one half times the employee's regular straight time annual salary, for Police Officers, and an amount equal to the employee's straight time annual salary for other full-time employees.

- b. Workers' Compensation.
 - c. Long-term disability after a ninety (90) day waiting period, with a maximum of 50% of the first \$3,000 of monthly salary up to age sixty-five (65) or until the employee is able to return to work.
 - d. A section 125 Plan through CCIS which will allow employees to pay for insurance premiums and medical expenses not covered by health insurance, on a pre-tax basis.
 - e. Upon retirement from City service, employees may elect to continue their group medical and dental insurance at their own expense until age sixty-five (65). Such cost shall be the full amount of premium.
- 24.5. The City agrees to provide each employee with liability coverage, providing protection for possible claims arising out of acts committed by employees in the discharge of their duties within the scope of their position and in the course of their employment, provided the claim's do not result in a judgment resulting from the willful and wrongful act or gross negligence of such employees.
- 24.6. Such insurance shall cover all costs, including attorney fees, connected with proposed, threatened, or actual suits and negotiated settlements, in addition to covering the amount of possible judgment.
- 24.7. While the employee is on paid leave, or leave covered by the Family Medical Leave Act, the employer is obligated to maintain coverage under any "group health plan" for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had not gone on leave.
- 24.8. To the extent permissible by the carriers, employees may purchase additional medical and/o: life insurance at their own expense.

ARTICLE 25 WAGES:

- 25.1. On the employee's date of hire anniversary date or promotion, the employee shall move to the next highest step on the salary schedule until the employee reaches the top step on the salary schedule. An employee who has been placed on a formal "work plan" for purposes of improving documented performance deficiencies shall not receive the step increase until successful completion of the plan. The plan shall not exceed ninety (90) days in duration.
- 25.2. Salary Rate and Schedules are denoted on the Salary Schedule attached hereto and by this reference made a part hereof.
- 25.3. Non-exempt employees at the top step in any given employment classification are eligible to receive a performance increase in accordance with 14.2 of this document.

ARTICLE 26 LEAVE OF ABSENCE WITH PAY:

- 26.1. Employees may request leave of absence with pay for the purposes specified in this section. Each request shall be judged by the City Manager on its merits and on the basis of the guidelines provided in this section.
- 26.2. Compassionate Leave: In the event of a death of the employee's immediate family or household member, an employee shall be granted leave of absence with pay not to exceed five (5) workdays.

- 26.3. Funeral Participation: When an employee serves as a pallbearer, or in some other way participates in a funeral ceremony, he/she shall be granted a reasonable time off to perform such duty. Time not worked because of such absence shall be deducted from the employee's accumulated vacation, sick leave or compensatory time leave bank, at the employee's option or accommodated through flexible scheduling with supervisory approval.
- 26.4. Witness or Jury Duty: When a City employee is called for jury duty or is subpoenaed as a witness (in cases in which the employee has no personal or economic interest), he/she shall not suffer any loss of his/her regular City compensation during such absence; however, he/she shall be required to transfer any compensation he/she receives for the performance of such duty to the City. Mileage reimbursements shall be retained by the employee. Time not worked because of such duty shall not affect vacation or sick leave accrued. Employees on jury duty leave shall report for the remainder of the work day, if court adjourns at least two (2) hours prior to the end of the employee's work day.
- 26.5. Military Leave: Military, alternative service, and Peace Corps leave shall be granted in accordance with state and federal laws.
- 26.6. Election Leave: If a Federal or State election is not "vote by mail", employees who are registered voters shall be granted up to one (1) hour off with pay to vote on election days if they would otherwise not be able to vote because of their work schedule.
- 26.7. Conferences and Conventions: Decisions concerning attendance at conferences conventions or other meetings at City expense, not already approved in the Budget, shall be made by the City Manager. Permission shall be granted on the basis of employee's participation in or the direct relation of his/her work to the subject matter of the meeting; and whether there are sufficient funds in the City treasury. Members of professional societies may be permitted to attend meetings of their society when such attendance is considered to be in the best interest of the City.
- 26.8. The City Manager may grant leave with pay for a specified period of time to any King City employee. Such leave is granted in the best interest of the City for the welfare of the employee.

ARTICLE 27 LEAVE OF ABSENCE WITHOUT PAY:

- 27.1. A regular employee may be granted a leave of absence without pay for a period not to exceed six (6) months, provided such leave can be scheduled without adversely affecting the operations of the City. Requests for leave of absence without pay shall be in writing, shall be directed to the City Manager, and shall contain reasonable justification for approval. An employee shall not be authorized for leave without pay until all vacation accrual and compensatory time have been applied toward payment for the absence unless otherwise authorized by the City Manager. Employees shall not accrue vacation or sick leave during leave of absence without pay. No employee who is on an unpaid leave of absence from the City employ will receive holiday pay for holidays that occur during the period of time the employee is on unpaid leave.
- 27.2. Sick Leave without Pay: An employee may apply to the City Manager for a request of sick leave without

pay for a period of up to 90 days provided he or she has exhausted all existing balanced for sick, vacation or compensatory time.

27.3. Other Leaves of Absence:

- a. Parental Leave: Parental leave for an adoptive or birth parent (father or mother) shall be granted in accordance with Bureau of Oregon Labor and Industry provisions. Accrued sick leave will be paid during the pregnancy leave and, at the employee's option, earned and accrued vacation may also be paid. If the sick leave and vacation benefits are depleted, the remainder of the above defined leave of absence for pregnancy will be treated as leave without pay. All requests for Parental leave shall be submitted thirty days in advance unless otherwise approved by the City Manager.

ARTICLE 28 BULLETIN BOARD:

The City agrees to provide suitable bulletin board space to be maintained by the *Association*, in a convenient place to be limited to notices and bulletins by the *Association*.

ARTICLE 29 UNION REPRESENTATION:

The City agrees that representatives of the Association, shall have reasonable access to the premises of the City to administer this contract and to conduct the Association's business. Such visits shall not interfere with the normal operation of the City. Said representatives shall, to the extent possible, notify the City Manager prior to such visits.

ARTICLE 30 SAVINGS CLAUSE:

Should any section or portion thereof of this Agreement be held unlawful and unenforceable by an applicable law, administrative rule or court of competent jurisdiction, such action shall apply only to the specific section or portion thereof, directly specified in the decision. Upon the issuance of such action, the Parties agree to commence to negotiate a substitute for the invalidated section or portion thereof. Such negotiation should begin within thirty days from the issuance of the decision. All other provisions of this agreement shall remain in full force and effect for the duration of the agreement.

ARTICLE 31 PAID RESERVE OFFICER:

- 31.1. Paid Reserve Association Representation: Reserve officers shall be represented by association attorneys in the same capacity as full time sworn officers ONLY during critical incidents within the course of job duties. Reserve officers are at-will employees of the City and can be terminated without cause and without representation. Reserve officers shall pay a reduced set union rate due to limited representation.
- 31.2. Compensations: Reserve offices shall be paid an hourly rate no higher that step one of a full time sworn police officer.
- 31.3. Shift Coverage: Any shift that would otherwise be overtime pay for full time sworn officers shall be offered to full time sworn officers before being assigned to a reserve officer.

31.4. General: Reserve officers are subject to all rules, polices, guidelines, and information set forth within the King City Employees Association Agreement.

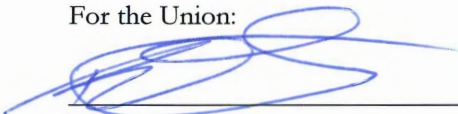
ARTICLE 32 SPECIAL CONSIDERATIONS:

32.1. Traumatic Incidents: Employees involved in the use of deadly force, or traumatic incidents as covered in the King City Police Department policy manual , shall be advised of their rights to, and allowed to consult with, an Association representative or attorney prior to being required to give an oral or written statement about the use of force. Such rights to consult with a representative or with counsel shall not unduly delay the giving of the statement.

ARTICLE 33 CLOSURE AND TERMS OF AGREEMENT:

This Agreement shall be effective as of July 1, 2020 and shall remain in full force and effect through June 30, 2024. It shall be automatically renewed from year to year thereafter, unless either party notifies the other in writing of its intent to open negotiations for a successor agreement no later than February 1 of the year in which the Agreement would otherwise expire. This Agreement shall remain in full force and effect during the period of negotiations.

For the Union:

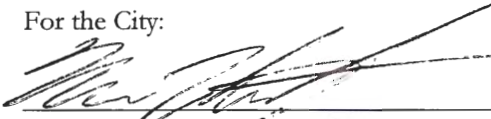


President



V.P.

For the City:



City Manager – King City, Oregon



Mayor – King City, Oregon

Salary Schedule 2020-2024

Rev Date: 1-Jul-20

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Patrol Officer	\$4,350	\$4,568	\$4,796	\$5,036	\$5,288	\$5,552	\$5,829
Sergeant	\$5,829	\$6,120	\$6,426	\$6,747	\$7,084	\$7,438	\$7,809
Municipal Clerk	\$3,582	\$3,761	\$3,949	\$4,147	\$4,354	\$4,572	\$4,800
City Recorder/GIS Coordinator	\$4,147	\$4,354	\$4,572	\$4,800	\$5,040	\$5,292	\$5,556
Finance	\$3,947	\$4,144	\$4,352	\$4,569	\$4,798	\$5,037	\$5,289
Admin. Office Specialist	\$3,194	\$3,354	\$3,521	\$3,697	\$3,882	\$4,076	\$4,280
Public Works Lead I	\$3,684	\$3,878	\$4,083	\$4,287	\$4,501	\$4,726	\$4,962
Public Worker	\$2,600	\$2,730	\$2,867	\$3,010	\$3,160	\$3,318	\$3,484