

AGREEMENT
BETWEEN

KING CITY POLICE EMPLOYEES ASSOCIATION

AND

THE CITY OF KING CITY

July 1, 2016 – June 30, 2018

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PREAMBLE

This agreement entered into between King City, Oregon hereinafter referred to as the “City” and King City Police Employees Association, hereinafter referred to as the “Association”, has, as its purpose, the promotion of harmonious relations between the City and the Association, the establishment of an equitable and peaceful procedure of the resolution differences; and the establishment of rates of pay, hours of work and other conditions of employment.

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; provided, however, that any employees who choose not to become a member of the Association shall pay an in-lieu-of-dues payment to the Association equal to the Union’s monthly dues, in order to defray the cost of services for negotiations and contract administration.

2.2 Religious Objections. Any individual employee's objection based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member or on a sincerely held religious belief will require the employee to inform the City and the Association of his or her objection. The employee will meet with the representative of the Association and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular union membership dues to a nonreligious charity.

2.3 Fair Share. The City, upon notification from the Association, will deduct and transmit an in-lieu of dues payment from all non-members represented by the Association, as described in Section 2.1.

2.4 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 and fair share. Such listing shall contain the employee's name, address and social security number.

2.5 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 an 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.

5.7 Continuous Service. Uninterrupted employment with the City, including, reasonable absences due to military service or extended leaves granted by this contract.

5.8 Department. A major functional unit of the City government

5.9 Department Head. A person directly responsible to the City Manager for the administration of a department.

5.10 Dismissal. Involuntary termination of employment with the City.

5.11 Disciplinary Action. Imposition of certain personnel actions; i.e. reprimand, warning, suspension, dismissal, demotion.

5.12 Duty Day. Any scheduled period in which an employee is to be available for work.

5.13 Employee. Anyone who is salaried for employment with the City of King City.

5.14 Examination. A test for the purpose of evaluation of an employee.

5.15 Fiscal Year. July 1st of any year through June 30th of the subsequent year.

5.17 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.

5.18 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.

5.19 Immediate Family. The spouse, children, parents, grandparents, siblings, spouses, parents, grandchildren, domestic partner or other relative living in the household.

5.20 Layoff. A separation from employment because of organizational changes, lack of work, lack of funds, or other reasons not reflecting discredit upon an employee.

5.21 Leaves of Absence. Time off from work for reasons within the scope and purpose of this Agreement upon prior approval of the City.

5.22 Leave with Pay. Authorized leave from work in paid status as defined by contract or as approved by the City Manager.

5.23 Leave without Pay. Authorized leave from work without pay as approved by the City Manager.

5.24 Military Leave. A leave of absence granting an employee permission to participate in either reserve training or active military duty.

5.25 Month. One calendar month.

5.26 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.

5.27 Occupational Disability. Disability from an accident or sickness suffered or contracted as a result of the performance of assigned duties.

5.28 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..

5.29 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.

5.30 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.

5.31 Regular Employee. An employee who has been retained in an appointed position after the completion of his or her probationary period.

5.32 Seniority. An employee's length of continuous service to the City since the employee's last date of hire.

5.33 Personnel Action. Any action taken with reference to appointment, compensation, promotion transfer, layoff, dismissal, or other action affecting the status of employment.

5.34 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.

5.35 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.

5.36 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.

5.37 Termination. When an employee, voluntarily or involuntarily is relieved of the duties of a position.

5.38 Transfer. A change of an employee from one position to another within the City service.

5.39 Workday. The regularly scheduled workday shall be the hours each employee has been assigned to work for the City.

5.40 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.

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. 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 employee 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:

- * The employee concerned or any person authorized in writing by the employee while witnessed by one of those listed below:

- * 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 or the job shall be considered reclassification as under section 14.1. 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

11.2.1 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. Upon mutual agreement the City and the Association may extend the probation period on a one-time basis up to six (6) months.

Employees required by the City to complete BPSST 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 BPSST 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 BPSST certification will be probationary employees in any subsequent promotional probation for a period of six months and subject to the provisions below in Section 11.2.4.

11.2.2 A probationary employee shall be evaluated at least six months after date of hire, and/or one month before probationary period ends. Upon completion of the probationary period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position, shall gain regular status, and shall be so informed through his or her supervisor.

11.2.3 During the original 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.

11.2.4 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 (48) hours notice of any change in the work schedule.

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 11.2.

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.

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.

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 prior to the beginning of the new fiscal 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.

ARTICLE 15

GENERAL PROVISIONS

15.1 Whenever job vacancies arise, if all qualifications are equal, current employees would be given preference.

15.2 If, based on changes in job duties or requirements of duties, an employee's position is changed as stated in Section 9.1, the employee shall be considered to 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 shall not be subject to a new probationary period.

15.3 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.

15.4 Education Reimbursement. With prior approval, and subject to budgetary limitations, employees shall be reimbursed twenty-five (25%) of the tuition upon successful completion of the college level course.

15.5 Travel Expense. When employees are required to travel outside the City on City business, reimbursement for expenses incurred shall be determined as follows:

- * Prior to traveling outside the City, the employee(s) shall obtain approval for the trip and the mode of travel from the City Manager.

- * Mileage incurred while traveling on official business outside the City 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.

- * When travel by City owned vehicle or public carrier is practical but the employee elects and has approval to use his own vehicle for personal reasons, the employee shall be reimbursed an amount equal to the fare of the public carrier that would have been deemed most practical to provide the service, or cost per mile, whichever is less.

- * 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.

15.6 City Vehicles. City vehicles shall not be used for private purposes.

15.7 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.

15.8 Political Activity.

15.8.1 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.

15.8.2 Nothing contained within this section shall affect the right of the employee 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 luncheon meeting.

15.9 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.

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

Outside Employment shall in no way detract from the efficiency of the employees in King City duties.

Outside Employment shall not present a conflict of interest with King City affairs.

Outside employment shall not take preference over duties required by King City employment.

Prior to engaging in outside employment, employees must have the approval of the City Manager.

15.11 Substance Abuse.

15.11.1 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, the following are strictly prohibited; use, possession, sale, purchase, arranging for the sale or purchase, or being under the influence of alcoholic beverages, illegal drugs or any other type of intoxicants or illegal substances at any time on City premises.

Any employee who the City has reasonable grounds to believe is intoxicated 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.

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

16.2 Form of Disciplinary Action.

16.2.1 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.

16.2.2 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.

16.2.3 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.

16.3 Grievance Procedure

16.3.1 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.

16.3.2 The following steps shall be followed in submitting and processing a grievance:

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. Some limited, informal writing with dates, people involved and basic issues should suffice to memorialize this process at this stage.

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.

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 State Mediation and Conciliation Service. The Parties shall alternately strike one name from the list until one name remains. The order of striking shall be determined by lot. 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.

16.3.3 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.

16.3.4 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.

16.3.5 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.

16.3.6 If the grievance procedures are not initiated within the time limits established by this section, the grievance shall be considered not to have existed.

16.3.7 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.

16.3.8 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.

16.3.9 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.

16.3.10 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.

17.2.1 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.

17.2.2 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.

17.2.3 Overtime shall be computed to the nearest quarter hour. Under no circumstances shall overtime be paid twice for the same hours worked.

17.2.4 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.

17.2.5 Non- certified employees may accrue compensatory time to a maximum of forty (40) hours. Any overtime accumulation beyond forty (40) hours shall be paid on the next paycheck. Maximum for police officers shall be sixty (60) hours. 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.

17.3 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.

17.4 Training Pay. Police Officers will receive an additional 5% when assigned to Field Training Status during times they are assigned a Recruit Police Officer.

17.5 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.

17.6 Longevity Pay. Non Law enforcement employees shall be eligible for a one time longevity payment of \$1,000 on successful completion of 10 years of acceptable service to the city.

ARTICLE 18

HOLIDAYS

18.1 On the effective date of employment, all employees shall be entitled to the following legal holidays: New Year's Day on January 1st, Martin Luther King Jr's Birthday on the third Monday in January, Presidents' Day on the third Monday in February, Memorial Day on the last Monday in May, Independence Day on July 4th, Labor Day on the first Monday in September, Veteran's Day on November 11th, Thanksgiving Day on the fourth Thursday in November, the day after Thanksgiving, Christmas Eve Day on the 24th of December and Christmas Day on December 25th.

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
- * 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 or sick leave shall not be charged against such leave.

18.5 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.

<u>Years Served</u>	<u>Months</u>	<u>Days Per Year</u>	<u>Hours Per Month</u>
.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 twenty (20) days without prior approval of the City Manager. No employee shall lose any vacation without 30 days notice that he/she needs to use it.

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 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 payment shall be made to eligible employees for accrued vacation leave up 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.

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.

20.4 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.

20.5 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.

20.6 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.

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

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

20.9 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 24

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.

23.4 Footwear. The City will reimburse employees in the Police Department for a footwear allowance of \$100 for each fiscal year. This boot allowance must be used within that time period to purchase footwear which will be worn on the job. A receipt must be presented to the City for payment.

ARTICLE 24
INSURANCE

24.1 The City shall make available health insurance benefits to employees and their dependents comparable to Blue Cross Plan V PPO medical insurance including Blue Cross UCR vision insurance and Blue Cross Plan II dental insurance. The City agrees to contribute toward full-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 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.

24.2 Employees shall be eligible for insurance coverage the first of the following month following thirty (30) days of employment.

24.3 The City shall provide the following insurance benefits to full time employees and shall pay all premium costs for the duration of this Agreement:

- * 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.

- * Workers' Compensation.

- * 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.

- * 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.

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.

24.4 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.

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.

24.5 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.

24.6 To the extent permissible by the carriers, employees may purchase additional medical and/or life insurance at their own expense.

ARTICLE 25

WAGES

On the employee's date of hire anniversary date, 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.

ARTICLE 26
LEAVE OF ABSENCE WITH PAY

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.

25.1 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) work days.

25.2 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.

25.3 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.

25.4 Military Leave. Military, alternative service, and Peace Corps leave shall be granted in accordance with state and federal laws.

25.5 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.

25.6 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

26.1 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.

26.2 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.

26.3 Other Leaves of Absence

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

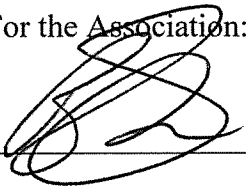
Should any section or portion thereof of this Agreement be held unlawful and unenforceable by an applicable law, administrative rule or court of competent jurisdiction, such action shall apply only to the specific section or portion thereof, directly specified in the decision. Upon the issuance of such 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.

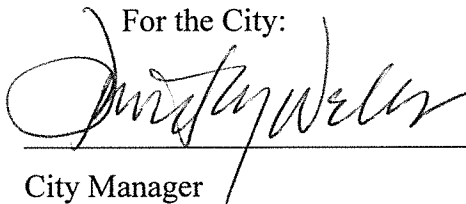
ARTICLE 31
TERMINATION


This Agreement shall be effective as of July 1, 2016 and shall remain in full force and effect through June 30, 2018. 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 Association:



For the City:



City Manager

Mayor