City of Madras
Work Session
City Council Chambers

May 10, 2016
5:30 p.m.

AGENDA

I Call to Order

II Sister City Discussion

City Administrator, Gus Burril

III Madras Police Employees Association Contract

City Administrator, Gus Burril
Police Chief, Tanner Stanfill

IV Adjourn

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the above referenced meeting; however, the agenda does not limit the ability of the City Council to consider additional subjects. Meetings are subject to cancellation without notice.

This meeting is open to the public and interested citizens are invited to attend. This is an open meeting under Oregon Revised Statutes, not a community forum; audience participation is at the discretion of the Council. The meeting may be audio taped. Minutes of this and all public meetings are available for review at the Madras City Hall. The meeting place is handicapped accessible. Those needing assistance should contact the City Recorder two (2) days in advance of the meeting.

Executive Sessions are not open to the public; however, members of the press are invited to attend.

The City of Madras is an Equal Opportunity Provider.

LABOR AGREEMENT

BETWEEN

CITY OF MADRAS

and

MADRAS POLICE EMPLOYEES' ASSOCIATION

July 1, 2016 through June 30, 2019

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION 3

ARTICLE 2 – ASSOCIATION RIGHTS 4

ARTICLE 3 – MANAGEMENT RIGHTS 5

ARTICLE 4 – STRIKES AND LOCKOUTS 7

ARTICLE 5 – HOLIDAYS 8

ARTICLE 6 – VACATIONS 9

ARTICLE 7 – HOURS OF WORK 11

ARTICLE 8 – SICK LEAVE 13

ARTICLE 9 – OTHER LEAVES OF ABSENCE 15

ARTICLE 10 – COMPENSATION 18

ARTICLE 11 – DISCIPLINE AND DISCHARGE 22

ARTICLE 12 – SETTLEMENT OF DISPUTES 25

ARTICLE 13 – PROBATIONARY PERIOD 26

ARTICLE 14 – GENERAL PROVISIONS. 27

ARTICLE 15 – INSURANCE AND RETIREMENT 29

ARTICLE 16 – TERMINATION AND RE-OPENING. 30

EXHIBIT "A": SALARY SCHEDULE. 31

ARTICLE 1 - RECOGNITION

The City recognizes the Association as the sole and exclusive bargaining agent for the full-time employees with the Police Department within the classifications of Police Officer, Sergeant, Office Assistant and Office Manager. All other employees are excluded including supervisors, confidential, part-time and temporary.

ARTICLE 2 - ASSOCIATION RIGHTS

Section 2.1 - New Hires.

The City agrees to provide each new hire a copy of this agreement upon their employment.

Section 2.2 - Fair Share.

Membership or non-membership in the Association shall be the individual choice of employees covered by this Agreement. However, any employee who chooses not to belong shall make a payment in lieu of dues as permitted by Oregon law as a condition of employment. The Association shall inform the City of the correct amount to take as a fair share, or in-lieu-of-dues payment. Employees whose religious belief or teaching prevent them from belonging to a labor organization shall comply with ORS 243.666 and make a payment in the amount of the fair share to an appropriate charitable body.

The Association shall hold the City harmless for the amount deducted from employees' paycheck pursuant to dues authorization forms signed by employees or fair share amounts as directed by the Association.

Section 2.3 - Religious Objection.

Any individual employee who objects to a payment in lieu of dues on bona fide religious tenets, or teachings of a church or religious body, of which such employee is a member, will inform the City and the Association of the objection. The employee will meet with representatives of the Association and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equal to regular or fair share Association membership dues, as appropriate, to a non-religious charity or to another charitable organization.

Section 2.4 - Bulletin Boards.

The City agrees to furnish space on a bulletin board to be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin board.

Section 2.5 - Association Visitation.

A duly authorized representative of the Association, upon reasonable notice, may be permitted at reasonable times to enter the facilities operated by the City for the purpose of transacting Association business. However, the Association's representative shall, upon arrival at the City's facilities, request permission from the Chief or his designee to transact Association business. Permission shall not be unreasonably withheld. Transaction of any business shall be conducted in an appropriate location and shall not take place during work time and unless prior approval shall not interfere with the work of other employees.

ARTICLE 3 - MANAGEMENT RIGHTS

The City retains all the customary, usual, and exclusive rights, decision making, prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the City or any part of it.

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the City shall include, but not be limited to, the following:

1. To direct and supervise all operations, functions and policies of the department in which the employees in the bargaining unit are employed, and operations, functions, and policies in the remainder of the city as they may affect employees in the bargaining unit.

2. To close or liquidate an office, branch, operations, or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, office, branches, operations or facilities for budgetary or other reasons.

3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto. When a reduction in the work force is foreseen, the Association and affected employees will be given notice of such decision not less than twenty (20) days prior to the implementation of any work force reduction.

4. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods, and procedures.

5. To implement new, and to revise or discard, in whole or in part, old methods, procedures, materials, equipment, facilities, and standards.

6. To assign and distribute work.

7. To contract or subcontract work as determined by the City, provided that as to work covered by the bargaining unit, the City agrees to notify the Association and to bargain the decision and impact of the decision to do so utilizing the expedited bargaining process set out in ORS 243.698. The use of police reserves shall not be considered contracting out.

8. To assign workdays, hours of work and work locations.

9. To designate and to assign all work duties.

10. To introduce new duties, and to revise job classifications and duties within the unit.

11. To discipline, suspend, demote or discharge an employee so long as such action is with just cause.

12. To determine the need for additional educational courses, training programs, on-the-job- training and cross-training, and to assign employees to such duties for periods to be determined by the City.

13. All Association members shall be governed by the City's Personnel Policy unless the provisions are inconsistent with the Association contract, in which case, the contract will take priority.

The exercise of any management prerogative, function or right which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or, as set forth above, to bargaining during the term of this Agreement. However, the City's exercise of its management rights shall not effect employment relations as defined in ORS 243.650(7) which are not covered by this collective bargaining agreement unless there is an express waiver of the right of the Association to bargain over mid-contract changes to such subjects. The City shall comply with the expedited bargaining process as set forth in ORS 243.698 for any such changes. Any dispute over whether the expedited bargaining process shall be utilized should be the exclusive jurisdiction of the Employment Relations Board and shall not be covered by the grievance procedure in this contract.

ARTICLE 4 - STRIKES AND LOCKOUTS

Section 4.1 - No Strike.

The Association and its members, as individuals or as a group, will not initiate, cause, permit, participate or join in any strike, work stoppage, or slowdown, picketing or any other restriction of work at any location in this City. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line establishment in the City by the Association or by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

Section 4.2 - Association Obligations.

In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately, upon notification, attempt to secure an immediate and orderly return to work. This obligation, and the obligations set forth in Section 4.1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provisions of this Agreement.

Section 4.3 - No Lockouts.

There will be no lockout of employees in the unit by the City as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 5 - HOLIDAYS

Section 5.1 - Holidays.

The Police Department will get the following holidays as a paid day off:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day
One floating holidays of the employee's choice

An employee shall receive holiday pay if the holiday falls on a scheduled day off. If an employee is required to work on a holiday, the employee will receive holiday pay plus time and one-half for actual hours worked.

If any employee is on authorized vacation, sick leave, or other leave with pay when a holiday occurs, such holiday shall not be charged against such leave.

Section 5.2 – Holiday Pay.

Full time employees shall receive eight (8) hours of pay for each of the holidays listed above on which they perform no work. If an employee works on a designated holiday, the employee shall receive an additional day and a half day's pay.

ARTICLE 6 - VACATIONS

Section 6.1 - Monthly Employees

Full time employees shall be entitled to vacation time off with pay, or vacation pay, at the City's discretion, at the following rate:

a.	After one year	5 days
b.	After two years	15 days
c.	After five years	20 days
d.	After fifteen years	25 days

e. Add one day a year for each year worked after fifteen (15) years of service to a maximum of six (6) weeks.

Section 6.2

Continuous service for the purpose of accumulating vacation leave credit shall be service unbroken by separation from the City. Time spent by an employee on sick leave where sick days are taken with pay for other than job-related illness/injury, required educational or law enforcement training leave shall be included as continuous service. Time spent on other types of authorized paid leave will be counted as part of continuous service, provided that employees returning from such leave and employees on lay-off status shall be entitled to credit for service prior to the leave or lay-off.

Section 6.3

The maximum vacation time that may be accumulated by any employee is one year's vacation credits, unless otherwise approved by the Chief of Police. An employee who is about to lose vacation credit because of accrual limitations may, by notifying his supervisor five (5) days in advance, absent himself to prevent loss of this vacation time. The City shall establish a procedure to notify an employee sixty (60) days in advance of impending loss of accrued vacation time, or vacation pay. Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay. Vacation leave shall not accrue during a leave of absence without pay or an educational leave with pay in excess of fifteen (15) calendar days.

It is understood that an employee attending DPSST School will be entitled to all pay and benefits as if the employee were working for the City within the City. There will be no mandatory vacation restriction as long as vacation requests are reasonable. Reasonable notice for forced use of vacation by the City is sixty (60) days. The Chief of Police may make allowances for carryover of vacation time if requested.

Section 6.4

Vacation time shall be scheduled by the City. Subject to the foregoing, employees shall have the right to determine vacation times. Vacation times shall be selected on the basis of seniority; however, each employee will be permitted to exercise the employee's right of seniority only once annually. If an employee's vacation request is denied by the City, the employee shall receive a written explanation of the reason for the denial.

Section 6.5 - Termination

The employee shall receive the employee's unused vacation pay upon termination. In the event of death, the employee's beneficiary shall receive all benefits that the employee has accrued. (Earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee.) It shall be the choice of the employee to use unused vacation or to take pay upon termination. Such vacation credit shall be prorated according to the number of full months worked and the employee's rate of accrual.

ARTICLE 7 - HOURS OF WORK

Section 7.1 – Hours of Work/Work Week

A normal work day is defined as a 24-hour period commencing with the employee's scheduled shift day.

A normal work day for employees may consist of:

1. Eight (8) hours per day on the basis of a five-day work week (5-8 Plan), inclusive of paid thirty (30) minute meal break, with the exception of Office Manager and Office Assistant who work five day work weeks with an unpaid hour meal break.

2. Ten (10) hours per day on the basis of a four-day workweek (4-10 Plan), inclusive of a thirty (30) minute paid meal break.

The regular hours of work each day shall be consecutive, except for interruptions for rest and meal periods to the extent consistent with operating requirements of the Police Department, and the need for continuous service to the City throughout the week. The workweek shall consist of a seven-day period beginning on Sunday at 12:00 a.m. and ending on Saturday at 11:59 p.m. Every effort will be made to schedule an employees work days consecutively (back to back) consisting of a 5-8 plan or a 4-10 plan. In order to provide 24-hour continuous service by the Police Department, other scheduling patterns may be necessary. The decision of which plan is used is solely at the Madras Police Chief's discretion.

Section 7.2- Overtime

A. As used in this agreement, overtime shall mean that time an employee is authorized and directed to work in excess of an eight hour plan or a ten hour plan in one day or on any day in addition to a normal scheduled work week.

B. Overtime shall be computed to the nearest 30 minutes.

C. Authorized call back overtime shall be a minimum of two (2) hours, except that a minimum of three (3) hours shall be paid for court call back overtime. At the conclusion of the court appearance, or specific duty for which an officer is called back, he shall go on off-duty status. An employee shall not be considered called back to duty if the court appearance is within two (2) hours of the start of an employee's regularly scheduled shift or within one (1) hour of the end of a regularly scheduled shift. Such an employee shall be compensated in accordance with standard overtime procedures.

D. Overtime shall be paid at the rate of time and one-half the regular rate of pay.

E. All witness fees, mileage allowance and related remuneration paid for appearance in court proceedings resulting from employment with the Madras Police Department, shall be turned over to the City.

Section 7.3 - Work Schedules

Subject to Sections 1 and 2 of this Article 7, all employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. Work schedules showing the employee's shifts, workdays, and hours shall be posted on the department bulletin board fourteen (14) days in advance. Except for emergency situations and for the duration of the emergency, changes in work schedules shall be posted prior to the effective date of the change. Work shifts shall normally be on a regular rotation basis. With prior approval of the City, assigned work shifts may be exchanged among employees. Officers working patrol shall continue their current practice of bidding shifts every three months, commencing with month of January of each year with a rotational system for which an individual Officer gets to bid first. After an Officer has bid first for a shift, the Officer will then go to the bottom of the list for bidding for consecutive shifts. Officers will begin their bidding in the month before each quarter the shift change is to take place. This does not take away Management's right to decide which work days, hours and work locations are available to employees. An Officer will only be allowed to bid on the same shift twice in consecutive order. This shift bidding process does not apply to Sergeants, Office Manager, Office Assistant or employees on special assignment such as Detective positions or CERT Officer.

Section 7.4 - Rest Periods

A rest period of 15 minutes shall be permitted for all employees during each half shift, which shall be scheduled in accordance with the operating requirements of each employee's duties.

Section 7.5 - Meal Periods

All sworn employees shall be granted a paid thirty (30) minute meal period during each work shift. To the extent consistent with operating requirements of the Police Department, meal periods shall be scheduled in the middle of the work shift when practical.

ARTICLE 8 - SICK LEAVE

Section 8.1 - Accumulation

All employees will earn one (1) day of sick leave with pay for each calendar month of employment. Sick leave must be taken for the purposes specified in this Article.

Section 8.2 - Utilization for Illness or Injury

Employees may utilize their allowance for sick leave when unable to perform their work duties for reason of illness or injury. In such event, the employee shall notify the supervisor of absence due to illness or injury, the nature and expected length thereof, as soon as possible and in no event later than the first half of the employee's first regular work shift unless unable to do so because of serious illness or injury. A physician's statement of the nature and identity of the illness, the need for the employee's absence, and the estimated duration of the absence may be required at the option of the Chief or supervisor for absences that exceed three (3) days or if the City has reasonable basis to believe that there is a pattern of sick leave abuse. In extreme situations an employee shall have the right to donate the employee's sick leave to a fellow employee, subject to approval by the Chief of Police.

Section 8.3 - Integration With Workers' Compensation

When an injury occurs in the course of employment, the City's obligation is to pay the difference between any pay received under Workers' Compensation law and the employee's regular take-home salary for one year. It is further understood the City will provide this benefit within the one-year period as long as the eligible employee furnishes proof they are under a doctor's care or until such time they are completely rehabilitated and working at other full-time employment. When an employee is off work due to injury sustained in the line of duty, such time will not be charged against accrued sick leave, vacation or compensatory time.

Section 8.4 - Sick Leave without Pay

Upon application by the employee, sick leave without pay may be granted or terminated by the City for the remaining period of illness or injury after accrued sick leave has been exhausted. The City may require that the employee submit a certificate from a physician periodically during the period of such illness or injury.

Section 8.5 - Termination

Sick leave shall not accrue during any period of leave of absence without pay. In the event of an employee's death, whether in the line of duty or otherwise, the employee's accumulated but unused sick leave pay up to 250 hours shall be payable to the employee's

estate or designated beneficiary as the case may be. There will be no cap on PERS benefits of accrued sick leave or actual use for illness, and employees may utilize accrued sick leave to enhance PERS retirement benefits in accord with Oregon law.

Section 8.6 - Utilization of Sick Leave

Employees may also utilize sick leave as permitted by Oregon or federal law.

ARTICLE 9 - OTHER LEAVES OF ABSENCE

Section 9.1 - Criteria and Procedure

Leaves of absence without pay may be granted upon establishment of reasonable justification therefore. Requests for such leaves must be in writing. Normally, such leave will not be approved for an employee for the purpose of accepting employment outside the service of the City.

Section 9.2 - Jury Duty

Employees shall be granted leave with pay for service upon a jury; provided, however, that the reimbursement paid to the employee for his attendance upon a jury shall be paid to the City Finance Director immediately upon receipt. Upon being excused from jury service for any day, an employee shall immediately contact the Chief of Police for assignment for the remainder of the employee's regular workday.

Section 9.3 - Appearances

Leave with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority; provided, however, that the witness fee paid to the employee shall be paid to the City Finance Director immediately upon receipt.

Section 9.4 - Bereavement Leave

In addition to regular sick leave, an employee may be granted not more than three (3) days bereavement leave with regular salary in the event of death in the immediate family for the employee. An additional two (2) days may be granted if travel is necessary outside of the state. An employee's immediate family shall include spouse, parent, children, grandchildren, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and step-children. Eligible employees may take up to a total of two weeks of unpaid leave to deal with the death of an immediate family member (as defined by OFLA). These two weeks includes the three (3) days of paid leave. The three days of paid leave can be taken intermittently, if needed.

Section 9.5 - Military Leave With Pay

A full-time employee who has served with the City for six (6) months or more immediately preceding an application for military leave and who is a member of the National Guard or any reserve component of the Armed Forces of the United States, is entitled to a leave of absence for annual active duty for training from the employee's duties for a period not exceeding fifteen (15) calendar days in any calendar year as provided in ORS 408.290.

Section 9.6 - Educational Leave

1. After completing one year of continuous service, a full-time employee, upon written request, may be granted sufficient leave of absence without pay by the City for the purpose of up-grading the employee's professional ability through enrollment in educational courses related to the employee's employment at an accredited institution of higher learning. The period of such leave of absence shall not exceed three (3) months, but may be renewed or extended upon request of the employee and approved by the City. Leaves of absence, with requested extensions, for educational purposes may not be provided more than once in any three (3) year period.

2. Employees may also be granted time off, with pay, for educational purposes, for reasonable lengths of time, to attend conferences, seminars, briefing sessions, training programs, and other programs of a similar nature that are intended to improve or up-grade the employee's skill and professional ability when approved by the Chief.

Section 9.7 - Association Business

Employees selected by the Association will participate as Association officers for business as needed, which will include negotiating with the City and carrying out functions as Association representatives. Not more than one (1) employee need be released by the City with pay to participate in negotiations. The Association members selected to be Association representatives may take reasonable amounts of time as needed to perform their duties on duty as long as it does not interfere with their performance of the City's duties.

Section 9.8 – Lay Off and Recall

In the event an employee is laid off for non-disciplinary reasons and is rehired, the Employee shall be paid the rate of pay applicable to the Employee's position and tenure at the time of the lay-off. Layoffs will be within a classification in the inverse order of an Employee's continuous service date with the City as defined by Article 6, Section 2. An employee may bump down to a lower paid classification if the employee meets the minimum qualifications for that classification. Again employees' continuous service date will be the deciding factor with the least senior employee being laid off. No new employee shall be hired for a period of up to thirteen (13) months, as long as employees remain on a layoff list, provided that an employee can reasonably perform the job duties for which recall is utilized. The employee is responsible for keeping the City advised of his/her current address and phone number during the layoff period.

Section 9.9 – Return to the Bargaining Unit

If an employee who is a bargaining unit member promotes or otherwise leaves the bargaining unit for another job within the Police Department and wishes to return to the bargaining unit, the employee may return to the bargaining unit without loss of seniority or other benefits. However, should there not be any vacancies, the returning employee shall be placed on a layoff recall list and be given the first available vacancy. The employee is responsible for keeping the City advised of his/her current address and telephone number during the layoff period.

ARTICLE 10 - COMPENSATION

Section 10.1 - Salary Schedule

Attached hereto and marked Exhibit "A" is the salary schedule.

The salary schedule reflects 4.41667% increase in between steps and has added a seventh step to the schedule. The City will provide COLA (Cost of Living Adjustment) in each of the three years of the contract (July 1, 2016 through July 1, 2019). This COLA will be as low as zero percent (0.4%), and no more than 3.5% of the gross annual salary of the employee. If the CPI (US CPI-W, December to December) is measured to be 5.1 percent (5.1%) or more, the contract may be opened at the request of either party to re-open the sole issue of the fixed COLA.

The salary schedule, which is based on a July 1st evaluation date, will be adjusted accordingly to these increases. An employee, who is not at a top step, shall move to the next step in the salary schedule on the July 1st evaluation date. Any denial of an increase based upon a performance evaluation shall be subject to the grievance procedure.

The following levels shall be set for certification pay:

Intermediate Certificate	2%
Advanced Certificate	3%
Supervisory Certificate	5%

These are calculated off of the employee's base pay and are not accumulative.

Section 10.2 - Pay Periods

Salaries of employees shall be paid once monthly. Payday is the last working day of the month.

Section 10.3 - Overtime

Overtime is computed at the rate of one and one-half (1-1/2) times the regular rate of pay.

All overtime, with the exception of court appearances, emergency call outs, and required arrest reports for court, shall have the prior approval of a supervisor before such overtime is performed. Immediately following the overtime worked, same shall be reported upon the appropriate department form and submitted to a supervisor for approval.

An employee may exchange his/her assigned Duty Watch Schedule with another employee when such request is submitted in accordance with department policy and approved by the

Chief of Police. When the Duty Watch Schedule exchange is requested by an employee, and other employees involved in the exchange have agreed to the exchange, and those employees involved are required to work in excess of the 40-hour workweek, they shall not receive overtime compensation for any hours in excess of the 40-hour workweek.

Overtime shall be offered to full-time employees to fill a vacant duty watch prior to offering same to a member of the Police Reserves. This shall not supersede the City's authority to staff special events (e.g. oval race track, school sporting activities) with paid reserve police officers.

Employees will be paid a minimum of two hours at time and one-half (1-1/2) for all call outs. If the call out is two hours or less, prior to their shift, then the overtime will be paid for the actual time worked.

Section 10.4 - Forms of Compensation

Each employee shall be allowed to accrue sixty (60) hours in his/her comp-time bank. All time in excess of the sixty (60) hours shall be paid at the overtime rate.

Employees can choose to receive compensation time at one and one-half (1-1/2) time or overtime pay at one and one-half (1-1/2) time. Employees cannot accrue more than sixty (60) hours comp time. If an employee has sixty (60) hours comp time in the bank, he/she will be paid overtime pay for overtime worked until such time the employee can arrange time off or cash in some of his/her comp time. Employees will agree not to request more than forty (40) hours of comp time cash out in one quarter per employee. Contract year runs July 1 through June 30. Comp time off requests will be in accordance with the contract and department policy. All call outs, court time or any other overtime will apply to this method of compensation.

Section 10.5 - Standby

In the event an employee is placed on mandatory standby status or called out for a police emergency, criminal investigation, civil disturbance, or other valid reasons while on days off or off duty time, the effected employee shall receive overtime.

Section 10.6 – Mileage

An employee required to report for special duty or assignment at any location other than his/her permanent reporting location and who is required to use his/her personal automobile for transportation to such location shall be compensated at the rate set by the City for all employees per mile for the use of such automobile directly in the line of duty. Personal vehicle usage is only with the approval of the Chief of Police or in an emergency where approval is unattainable.

Section 10.7 - Higher Rank

Any employee required to perform the duties of a higher rank for more than five (5) consecutive days shall be paid the prevailing wage of that higher rank for the duration of those duties. An employee shall receive pay of the Chief only on prior approval of the City Administrator.

Section 10.8 - Call Back

Employees will be paid a minimum of two (2) hours at time and one-half (1-1/2) for all call outs. If the call out is two hours or less, prior to or following their shift, then the overtime will be paid for the actual time worked.

Section 10.9 - Required Court Appearances

If an officer covered by this Agreement is required to appear in any court (for required court appearances, i.e. subpoena for trials) in connection with the officer's officially assigned duties on the officer's day off, or during off-duty hours, the officer shall be entitled to compensatory time off or the witness fee, whichever the employee selects, which shall not be less than three (3) hours for each appearance. The base overtime for court appearances shall be three (3) hours. It shall be the responsibility of each officer scheduled for a court appearance to contact the Office of the District Attorney, prior to the scheduled court time, to determine if the officer's presence is required as originally advised.

Such time shall include travel to and from court where the officer is required to travel outside the City of Madras.

Section 10.10 – Spanish Fluency Incentive

Employees who demonstrate fluency in Spanish to the satisfaction of the Bilingual Committee selected by the Chief of Police shall be paid an additional five percent (5%) of their base pay. The Officer will need to be fluent in Spanish, to the extent of doing an entire investigations and interviews, to be accepted by the Bilingual Committee. At the Chiefs discretion the Chief may reconvene the Bilingual Committee at any time he/she sees fit, to test the Officers Spanish speaking skills, to ensure those skills are maintained. At the request of an officer or a newly hired officer, the Chief will convene the Bilingual Committee to test the officer's skills. When an officer goes before the Bilingual Committee and does not meet the requirement of the committee, the officer will not be able to test with the Committee for one year from that date.

Section 10.11 – Field Training Officer Incentive

Employees shall receive five percent (5%) of their base pay while serving as a certified (FTO) Field Training Officer and directly supervising a newly hired full time recruit/trainee police officer. An FTO will only receive incentive pay while he is directly supervising the recruit/trainee in the established FTEP program the Madras Police Department uses. As an example only; the trainee would be with the first FTO for no more than five weeks, then switch to another FTO for no more than five weeks, then switch back to the first FTO for no more than two weeks for check out purposes. Each FTO will only receive incentive pay while the recruit/trainee is assigned to them for training. The current FTEP program amount of time an employee spends with each FTO is subject to change at the Chief's discretion.

Section 10.12 – Longevity Pay

Longevity shall be considered as the amount of time the employee has continuously served with the City since the employee's last date of hire. A voluntary quitting or discharge shall be considered as a break in service to the City. However, where a discharged employee is subsequently reinstated, this will not be considered as a break in service. Longevity pay is calculated off of employee's base pay and is not accumulative.

Continuous Service	*% per pay period (base pay)*
5 years	1%
10 years	1.5%
15 years	1.5%
20 years	2%

ARTICLE 11 - DISCIPLINE AND DISCHARGE

Section 11.1 - Discipline

Disciplinary action may include the following sanctions:

a. Oral reprimand by the immediate supervisor.

b. Written reprimand.

c. Suspension.

d. Demotion.

e. Discharge.

These sanctions are independent of each other. The City may commence disciplinary action at any level set out above. Disciplinary action may be imposed upon any employee for just cause, which shall include, but is not limited to, the following:

a. Failing to discharge responsibility as an employee.

b. Conduct reflecting discredit on the police department.

c. Conduct which is a direct hindrance to the effective performance of City functions.

d. Misconduct.

e. Inefficiency.

f. Incompetence.

g. Insubordination.

h. Misfeasance.

i. Malfeasance.

j. Willful giving of false information.

k. Withholding of information with intent to deceive when making application for employment.

l. Willful violation of departmental rules as set forth in the police department written manual of policies and procedures.

m. Willful violation of City policy.

Any disciplinary action imposed upon an employee shall be protested only as a grievance through the regular grievance procedure. Any action taken under this paragraph will be done in such a manner as to impose the discipline or reprimand with as little embarrassment or humiliation to the City employee as possible.

Section 11.2 - Association Representation

Employees who are the focus of a disciplinary investigation shall be given a copy of the complaint at the beginning of the investigation unless to do so would compromise the investigation and shall be afforded sufficient opportunity of securing appropriate representation. At the beginning of the interview, the employee shall be informed of the nature of the complaint or charges before the employee is required to respond to questions concerning the same. The employee will be given reasonable breaks for personal purposes. The Association or the City may tape record the interview. The affected employee(s) shall be advised in writing of the disposition of the investigation no more than ten (10) days following its completion and afforded a complete copy of the final report.

Section 11.3 - Due Process for Discipline

If discipline is to be imposed of an economic nature, the City shall give the employee notice of the proposed discipline, copies of all investigative reports that directly relate to the incident for which the City is considering discipline, unless the City is denied access to a document over which it has no control, and the employee shall have ten (10) days from the receipt of the investigative reports to respond either in writing or in person as to why the proposed discipline would be inappropriate.

Should the City believe that the disciplinary offense for which the employee is being charged is covered by the provisions of ORS 243.706 the City will so notify the employee with specificity as to which sections of the statute the City is relying upon for what acts the employee is alleged to have done. Failure to raise this statutory remedy by the City at the pre-discipline or pre-termination stage shall be a waiver of the City's right to rely on it thereafter.

Section 11.4 - Discharge

Probationary employees having less than eighteen (18) months of continuous employment shall serve at the pleasure of the City. If an officer is hired with a DPSST police certification, the probationary period shall be twelve (12) months. Non-certified officers having continuous service in excess of eighteen (18) months shall be discharged only for just cause. Protest of the discharge of any non-probationary employee shall be made through the grievance procedure.

ARTICLE 12 - SETTLEMENT OF DISPUTES

Section 12.1 - Grievance and Mediation Procedure

Any grievance or dispute which may arise between the parties concerning the application, meaning, or interpretation of this Agreement shall be settled in the following manner:

STEP 1 The affected employee or the Association shall take up the grievance or dispute with the Chief or the Chief's designee within fourteen (14) days of its occurrence. The Chief or the Chief's designee shall determine the City's management team which will meet with the Association's representatives and attempt to resolve the grievance. The parties will attempt to exchange all relevant information in order to aid them in doing so. Said meeting will take place within fourteen (14) days of the filing of the grievance unless that time is mutually waived by the parties.

STEP 2 The City shall issue its response within fourteen (14) days of the meeting. Should the grievance not be resolved, the Association may within fourteen (14) days of the decision of the City have the right to have the matter submitted to final and binding arbitration by a third party jointly agreed upon by the City and the Association. If the parties are unable to agree upon an arbitrator, the Oregon State Mediation and Conciliation Service shall be requested to submit a list of seven (7) names of Oregon Arbitrators. Both the City and the Association shall have the right to strike three (3) names from the list. The parties will flip a coin to determine who strikes first. The looser shall strike first. The process shall be repeated and the remaining person shall be the arbitrator.

The designated arbitrator shall hear both parties and take testimony and evidence in a hearing on the disputed matter and shall issue a decision which shall be final and binding on the parties if within the scope of this Agreement. Expenses for the arbitrator shall be borne by the losing party; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator and the other party. The time limits prescribed in this Article shall be binding on all parties and shall be jurisdictional in nature unless extended by mutual consent. Employees may exercise their rights to this grievance procedure free from reprisal from the City.

ARTICLE 13 - PROBATIONARY PERIOD

Section 13.1 - Purpose

The probationary period is an integral part of the employee selection process and provides the City the opportunity to upgrade and improve the department by observing a new employee's work, training and aiding new employees in adjusting to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards.

Section 13.2 - Duration of Probationary Period

Every new employee hired into the bargaining unit shall serve a probationary period of twelve (12) months for certified officers and eighteen (18) months for non-certified officers, commencing on the employee's date of employment.

Section 13.3 - Termination of Probationary Employees

The Association recognizes the right of the City to terminate probationary employees for any reasons and to exercise all rights not specifically modified by this Agreement with respect to such employees, including, but not limited to, the shifting of work schedules and job classifications, the assignment of on-the-job training, cross-training in other classifications.

ARTICLE 14 - GENERAL PROVISIONS

Section 14.1 - Side Arms

A safe, reliable semi-automatic side arm meeting the specifications set forth in the Police Operations Manual shall be furnished to each employee having law enforcement responsibilities. The department shall provide such a firearm for the use of employees. Each employee shall be responsible for the care and maintenance of the employee's side arm. The department shall provide the required ammunition each year for the mandatory department training.

Section 14.2 - Personnel Records/Files

The personnel records of members of the bargaining unit shall be available at reasonable times on notice stating reason for inspection only by the employee named on the file and by appropriate management personnel. A copy of any document or piece of information placed in the employee's file shall be given to the employee. Employee's personnel file is that file maintained by the City which contains the application, all the pertinent records of employment, commendations, disciplinary action, letters of employment conditions, rank, permanent grade and termination of employment maintained by the HR Officer. After two (2) years, all written reprimands shall be removed from each employee's personnel file.

Section 14.3 - Uniforms and Protective Clothing

The City will furnish three (3) summer and three (3) winter uniforms, protective clothing, or any type of protective device which an employee is required to wear. The City will furnish one (1) duty belt and essential accessories as determined by the Chief of Police. The City shall pay an amount not to exceed $250 every two (2) years for boots/foot gear. Upon obtaining approval from the Chief of Police for the purchase, the employee shall charge the purchase to the Police Department or submit the same to the Chief of Police for reimbursement. The City will make arrangements for the dry-cleaning of all uniforms and other articles of clothing or regulation items which the City requires employees to wear at no cost to the employees. Included is a protective heavy-duty raincoat and bullet proof protective vest to be made available to police officers for use while on duty, such vests to be of the standard manufactured by Morgan, Armor of America, Second Chance, or equivalent. Vests shall be individually fitted for each employee and shall be replaced in accordance with the manufacturer's recommendations for doing so.

All equipment issued by the department remains the property of the department. All personal equipment damaged in the line of duty will be repaired by the City. In the event the personal equipment is beyond repair, the City shall furnish replacement equipment to be used by the employee while a member of the department. Depending upon the cost of the item and the circumstances concerning its damage, the City may replace the item and allow

same to be the personal property of the employee.

Section 14.4 - Seniority

Seniority shall be synonymous with continuous service as defined in Article 6, Section 2.

Section 14.5 - Other Employment

Outside employment shall be permitted only with the express prior approval of the Chief.

ARTICLE 15 - INSURANCE AND RETIREMENT

Section 15.1 - Health Care Insurance

The City agrees to provide comprehensive medical, dental and vision health care. The City will continue to provide the High Deductible Health Plan (HDHP-1) with a Health Savings Account (HSA) option through CIS and Regence.

Section 15.1.A – Health Savings Account (HSA)

Effective on the first day of each benefit year, the City shall contribute $3,000 to each employee's HSA to be administered by a third party if the employee is covered by a "family" plan.

For employees that are not covered under a "family" plan, the City shall contribute $1,500 to each employee's HSA.

For employees that are not eligible for participating in a HSA account for non-choice reasons (Tricare/VA, Medicare, and Indian Health Services) the City shall instead contribute equivalent amounts listed above into an employee's Voluntary Employee Beneficiary Association (VEBA) account to be administered by a third party.

Employees hired after the first day of the benefit year shall receive a pro-rated contribution within 30 days. For example, an employee hired in July would receive fifty percent (50%) of the employer contribution as listed above.

Section 15.2 - Insurance Premiums

In the contract years 2016-2019, the City agrees to contribute ninety percent (90%) of the insurance premium with each employee paying ten percent (10%).

Section 15.3 – Substantial Change in Coverage

If insurance coverage changes substantially, either the Association or the City has the option to reopen negotiations regarding health insurance.

Section 15.4 - PERS Contributions

The City agrees to pay PERS contributions for the employees who are eligible to participate.

Section 15.5 – A D & D Insurance

Accidental death and dismemberment coverage will be twenty thousand dollars ($20,000).

ARTICLE 16 - TERMINATION AND RE-OPENING

This Agreement is to be for three (3) years, effective July 1, 2016 through June 30th 2019. Written notice is to be served on the City of Madras for re-opening the contract on or about December 1, 2018. Negotiations shall commence within 45 days of said notice, unless otherwise agreed. During the period of negotiations, this agreement will remain in full force and effect.

CITY OF MADRAS

By: _____
Gus Burril, City Administrator

Date: _____

MADRAS POLICE EMPLOYEES' ASSOCIATION

By: _____
Mel Brown, President

Date: _____

Exhibit "A": Salary Schedule

Table A - Current table for FY 2013-16 Contract (the one most current); keep current employees in until eligible to go to step 7

For fiscal year 2016-17:	COLA .4%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Sergeant	Hourly	$ 27.74	$ 29.20	$ 30.66	$ 32.19	$ 33.80	$ 35.49
	Monthly	$ 4,807.79	$ 5,060.94	$ 5,314.09	$ 5,579.90	$ 5,858.37	$ 6,151.61
	Yearly	$ 57,693.47	$ 60,731.30	$ 63,769.13	$ 66,958.86	$ 70,300.47	$ 73,819.29
Office Manager	Hourly	$ 22.77	$ 23.91	$ 25.11	$ 26.36	$ 27.68	$ 29.06
	Monthly	$ 3,947.07	$ 4,144.32	$ 4,352.11	$ 4,569.40	$ 4,797.24	$ 5,037.74
	Yearly	$ 47,364.85	$ 49,731.82	$ 52,225.38	$ 54,832.85	$ 57,566.90	$ 60,452.84
PD Office Assistant	Hourly	$ 17.75	$ 18.64	$ 19.58	$ 20.56	$ 21.58	$ 22.66
	Monthly	$ 3,077.43	$ 3,231.30	$ 3,392.87	$ 3,562.51	$ 3,740.64	$ 3,927.66
	Yearly	$ 36,929.13	$ 38,775.58	$ 40,714.36	$ 42,750.08	$ 44,887.58	$ 47,131.96
Officer	Hourly	$ 22.24	$ 23.35	$ 24.51	$ 25.75	$ 27.03	$ 28.38
	Monthly	$ 3,854.67	$ 4,047.40	$ 4,249.78	$ 4,462.26	$ 4,685.38	$ 4,919.64
	Yearly	$ 46,256.04	$ 48,568.84	$ 50,997.28	$ 53,547.15	$ 56,224.50	$ 59,035.73

TABLE B: Those at step 6 and eligible to go to a step 7, or new hire, or promotion are to utilize this table.

COLA	0.4%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Sergeant	Hourly	$ 27.38	$ 28.59	$ 29.86	$ 31.17	$ 32.55	$ 33.99	$ 35.49
	Monthly	$ 4,746.46	$ 4,956.09	$ 5,174.99	$ 5,403.55	$ 5,642.21	$ 5,891.40	$ 6,151.61
	Yearly	$ 56,957.51	$ 59,473.13	$ 62,099.86	$ 64,842.61	$ 67,706.49	$ 70,696.86	$ 73,819.30
Office Manager	Hourly	$ 22.43	$ 23.42	$ 24.45	$ 25.53	$ 26.66	$ 27.84	$ 29.06
	Monthly	$ 3,887.02	$ 4,058.69	$ 4,237.95	$ 4,425.13	$ 4,620.57	$ 4,824.65	$ 5,037.74
	Yearly	$ 46,644.21	$ 48,704.33	$ 50,855.44	$ 53,101.55	$ 55,446.87	$ 57,895.77	$ 60,452.84
PD Office Assistant	Hourly	$ 17.75	$ 18.54	$ 19.36	$ 20.21	$ 21.10	$ 22.03	$ 23.01
	Monthly	$ 3,077.43	$ 3,213.35	$ 3,355.27	$ 3,503.46	$ 3,658.20	$ 3,819.77	$ 3,988.48
	Yearly	$ 36,929.13	$ 38,560.16	$ 40,263.24	$ 42,041.53	$ 43,898.37	$ 45,837.21	$ 47,861.69
Officer	Hourly	$ 22.24	$ 23.22	$ 24.24	$ 25.31	$ 26.43	$ 27.60	$ 28.82
	Monthly	$ 3,854.67	$ 4,024.92	$ 4,202.69	$ 4,388.30	$ 4,582.12	$ 4,784.50	$ 4,995.81
	Yearly	$ 46,256.04	$ 48,299.01	$ 50,432.22	$ 52,659.64	$ 54,985.44	$ 57,413.97	$ 59,949.75