RESOLUTION R1314-22

A RESOLUTION RATIFYING LABOR AGREEMENT BETWEEN THE CITY OF GOLD BEACH AND THE GOLD BEACH POLICE DEPARTMENT AND TEAMSTERS LOCAL UNION NO. 223

WHEREAS, The City of Gold Beach and the Gold Beach Police Department, through the Teamsters Local No. 223, have been involved in collective bargaining; and

WHEREAS, The parties have reached a tentative agreement on all issues; and

WHEREAS, The union members of the Gold Beach Police Department have approved the proposed agreement; and

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Gold Beach ratifies the attached labor agreement between the City and the Police Department and their union, Teamsters No. 223, and authorizes the City Administrator to sign all documents related to the contract.

PASSED BY THE CITY COUNCIL OF THE CITY OF GOLD BEACH, COUNTY OF CURRY, STATE OF OREGON, and EFFECTIVE THIS 9th DAY OF JUNE, 2014.

APPROVED BY:

Karl Popoff, Mayor

ATTEST:

Candy Cronberger, City Recorder

AGREEMENT

BETWEEN

CITY OF GOLD BEACH POLICE DEPARTMENT

AND

TEAMSTERS LOCAL UNION NO. 223

July 1, 2014

to

June 30, 2017

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PREAMBLE

This Agreement and any attached Appendices is entered into by the City of Gold Beach Police Department, hereinafter referred to as the "City" and Teamsters Local #223 hereinafter referred to as the "Union."

THE PARTIES AGREE TO AS FOLLOWS:

ARTICLE 1 - RECOGNITION AND SCOPE OF AGREEMENT

The City recognizes the Union as the sole and exclusive bargaining agent for establishing wages, hours and other conditions of employment for all employees of the Gold Beach Police Department who regularly work 20 or more hours per week, excluding all supervisory and confidential employees as defined by ORS 243.650 (6) and (23), seasonal (between April 1st and September 30th) and temporary employees (120 days per year), and part-time employees who work less than 20 hours per week.

ARTICLE 2 - UNION SECURITY

2.1 Fair Share. Employees who are not members of the Union shall make payments in lieu of dues to the Union. Such payments shall be determined by the Union in accordance with statutory and constitutional requirements. This section shall be referred to as the "fair share agreement," and the employer shall deduct from the first pay of each employee each month the payments for regular dues or payments in lieu of dues and shall remit the same to the Union within ten (10) days after the deduction is made.

2.2 Check-Off. Upon receipt of a lawfully executed authorization from an employee, the City agrees to deduct the regular initiation fee and regular monthly dues uniformly required to members of the Union, and shall remit such deduction by the 15th of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the City in writing of the exact amount of such initiation fee and regular membership dues to be deducted. Authorization by the employee shall be on forms furnished by the City and may be revoked by the employee upon request.

2.3 Indemnification. The Union agrees to indemnify and hold the City harmless against any and all claims, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

2.4 Contract Negotiations. Members of the Union Bargaining Team who are scheduled to work during the time that contract negotiations are being conducted shall be allowed time off with pay for that purpose while at the bargaining table. The number of team members allowed time off with pay shall not exceed one (1).

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 Preservation of Public Rights. Union recognizes that an area of responsibility must be reserved to the City if City government is to effectively serve the public. Therefore, the City shall have full and complete right to manage and direct its affairs in all respects in accordance with responsibilities and the powers or authority which City has not expressly abridged, delegated or modified by the Agreement. It is understood and agreed that City

possesses the sole and exclusive right to operate the City, and that all management rights repose in it, but such rights will be exercised consistent with the provisions of this contract. These rights include, but are not limited to, the following:

a) The determination of the governmental services to be rendered to the citizens of the City of Gold Beach, Oregon.

b) The determination of the City's financial, budgetary and accounting procedures.

c) The implementations of efficiencies in governmental operations.

d) The management and direction of the work force including, but not limited to, the right to determine methods, processes and manner of performing work; the right to determine the content of job classifications; the right to direct its employees; the right to set standards of services; the right to hire, promote, transfer within the same pay range and retain employees; the right to discipline or discharge for just cause; the right to lay off for lack of funds; the right to determine the Department structure; the right to determine schedules of work; the right to purchase, dispose and assign equipment or supplies; the right to contract or subcontract any work provided that the City will not contract any work which is ordinarily done by regular employees for the specific purpose of laying off or demoting such employees; the right to implement new or to revise or discard methods, procedures, materials, equipment, facilities and standards; the right to revise and implement any standards for hiring, classification, promotion, quality of work, safety, materials, or equipment; and the right to take all necessary action to carry out its mission in emergencies.

Except as expressly modified by this Agreement, all charter, statutory, and other managerial rights, prerogatives, and functions are retained and vested exclusively in the City.

ARTICLE 4 - STRIKE AND LOCKOUT PROHIBITION

4.1 Strike. The Union and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, or slowdown, picketing, or any other restriction of work located in the City. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross picket line in 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.

4.2 Return to Work. 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 Union will immediately upon notification attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 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 provision of this Agreement.

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

ARTICLE 5 - HOLIDAYS

5.1 Recognized Holidays. The following shall be recognized and observed as paid holidays:

New Year's Day (January 1st)
Martin Luther King Birthday (Third Monday in January)
Presidents' Day (Third Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (First Monday in September)
Veteran's Day (November 11th)
Thanksgiving Day (Fourth Thursday in November)
Day After Thanksgiving (Fourth Friday in November)
½ Day Christmas Eve (December 24th)
Christmas Day (December 25th)
½ Day New Year's Eve (December 31st)

Sworn employees shall accrue eight (8) hours per month of service completed as time off in lieu of holidays. Such time off may accrue to a maximum of ninety-six (96) hours. Such time off may be utilized when requested and approved by the Chief or designee. On June 30th each year, if time off is not granted, the employee may be paid for unused accumulated holiday hours, provided the City may schedule them off at its discretion. Employees shall be paid for unused holiday time at his/her normal hourly rate of pay on the first payday in July.

5.2 Day Observed. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Saturday, the previous Friday shall be deemed to be the holiday in lieu of the day observed.

ARTICLE 6 - VACATIONS

6.1 Accrual Rates. Vacation leave with pay for employees shall accrue on the following basis:

Months of Service	Annual Accumulation	Monthly Accumulation
0- 60 (1 to 5 years)	96 hours	8.00 hours
61-120 (5-10 years)	120 hours	10.00 hours
121-180 (10-15 years)	144 hours	12.00 hours
181 - 240 (15 - 20 years)	168.00 hours	14.00 hours
240 + (20 + years)	200 hours	16.66 hours

After serving continuously in the Department for six (6) full calendar months, full-time employees shall be credited with forty-eight (48) hours of vacation leave. Part-time employees shall accrue vacation time in an amount proportionate to that which would be accrued under full-time employment.

6.2 Vacation Pay Rate. Earned vacation shall be paid at current pay rate.

6.3 Continuous Service. Continuous service, for the purpose of accumulating vacation leave credit, shall be based on the regular paid hours worked by the employee, except that

paid time spent by an employee on military leave, sick leave resulting from an injury incurred in the course of employment and authorized educational leave required by the City, shall be included as continuous service. Time spent on other types of authorized leave shall not be counted as continuous service, provided that the employees returning from such leave and employees on layoff status shall be entitled to credit for service prior to the leave or layoff.

6.4 Accrual Limitations. Employees may accrue vacation leave to a maximum of 200 hours or 1.5 times their yearly accrual rate, whichever is greater. Any vacation time accrued beyond this cap will be forfeited. There will be no pay in lieu of accrued vacation time except at termination, at which time any remaining accrued and earned vacation hours not exceeding the cap will be paid in full. Vacation leave shall not accrue during a leave of absence without pay. No payment shall be made for vacation time lost by an employee because of accrual limitations unless the failure to take vacation time is caused by the City's insistence that the employee be at work during a scheduled vacation period. Vacation leave will not be granted beyond the amount of vacation leave accumulated.

6.5 Scheduling. Employees may be permitted to request vacation on either a split or an entire basis. Vacation times shall be scheduled by the City based on the City's judgment as to the needs of efficient operations and the availability of vacation relief. Subject to the foregoing, employees shall have the right to determine vacation times. Vacation times shall be selected on the basis of seniority; provided, however, such employee will be permitted to exercise his/her right of seniority only once annually.

6.6 Payment on Termination. In the event of termination of an employee during their probationary period, no payment for accrued vacation shall be made. In the event of termination of employment after successfully completing initial probation, and is otherwise eligible for vacation credits, the employee shall be entitled to payment for accrued vacation leave, not exceeding 200 hours, at the employee's current pay rate. In the event of death, earned but unused accumulated vacation leave not exceeding 200 hours shall be paid in the same manner as salary due the deceased employee is paid.

ARTICLE 7 - HOURS OF WORK

7.1 Workweek. For the duration of this Agreement, the basic work week shall be Sunday through Saturday and consist of forty (40) hours per week in a seven (7) day period. The regular work week shall consist of eight (8) consecutive hours per day for five (5) consecutive days followed by two (2) consecutive days off or ten (10) consecutive hours per day for four (4) consecutive days followed by three (3) consecutive days off. During shift rotation, the above described standards may be modified as follows: During two (2) adjacent workweeks that overlap the shift rotation date, officers shall work a total of eighty (80) hours, worked in increments of eight (8) or ten (10) hour days, with days off scheduled as necessary to facilitate the normal rotation of the shift schedule.

7.2 Flexible Work Schedule. The Union and City may, by mutual agreement, employ any other regular flexible work schedule. Alternative work schedules may be adopted either temporarily or permanently as required.

7.3 Work Schedule. Each employee shall be scheduled to work on a regular shift, and each employee shall have regular starting and quitting times within the work day. The work day is

a twenty-four hour (24) period commencing with the first hour of the employee's work shift. Employees shall not be scheduled to work another shift with less than a ten (10) hour break except for emergency situations. An employee's work schedule shall not be changed with less than fourteen (14) days' notice if the change is due to sick leave or another employee's request for time off. However, an employee may, without fourteen (14) days' notice, voluntarily change their work schedule upon request of the Chief to cover for an employee absence.

7.4 Rest Periods. A rest period of 15 minutes shall be permitted for all employees during each half shift or one-half (1/2) hour per shift, which shall be scheduled by the City in accordance with its determination as to the operating requirements and each employee's duties.

7.5 Meal Periods. Non-sworn personnel shall be granted an unpaid meal period of a minimum of thirty (30) and maximum of sixty (60) minutes during each work shift. Sworn personnel shall receive a paid thirty (30) minute meal period with such time being included in their scheduled work day as defined in section 7.1 To the extent consistent with the operational requirements of the department, meal periods shall be scheduled whenever possible in the middle of the work shift.

7.6 Substitutions. Non-probationary employees may substitute for other employees subject to the prior approval of the Chief or his/her designee, and consistent with the requirements of state and Federal Law. The employees will indemnify and hold the City harmless for any overtime pay which would otherwise be applicable. Non-probationary employees may agree in writing solely at their option, and with the prior approval of the Chief or his/her designee, to substitute for one another during scheduled hours of work. The City shall have no obligation to keep track of substitutions or to ensure that a substitution is reciprocated.

7.7 On-Call. Sworn personnel may be placed on-call in four (4) hour blocks of time during emergency situations by the Chief or his/her designee. An emergency is defined as an unforeseen or potential event that will require the availability of additional officers. Scheduled leave, vacancies, or other normal shortages do not constitute an emergency. Officers shall be compensated one hour total at his/her regular hourly rate for each 4-hour block of on-call duty. If the officer is called out during that time, he/she will no longer receive on-call pay, but, instead, will receive "call-out" pay as described in Article 10.4. While on-call, officers shall be able to respond within twenty (20) minutes if called to duty, and must be reachable by radio, phone, or pager. While on-call, officers shall advise dispatch of their location and the means by which they are to be contacted. While on-call, the employee shall be physically and mentally fit to perform the duties as outlined in the Department Standards of Conduct Policy.

ARTICLE 8 - SICK LEAVE

8.1 Accumulation. Sick leave shall be earned for the purposes stated herein by each eligible employee at the rate of eight (8) hours for each full calendar month of service. Part-time employees shall accrue sick leave in an amount proportionate to that which would be accrued under full-time employment. An employee may accumulate an unlimited amount of sick leave and must be taken for the purposes specified in 8.2 hereof as a condition precedent to any sick leave payment.

8.2 Utilization for Illness or Injury. Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of illness, injury, Doctor or Dentist appointment. In such event, the employee shall notify his/her supervisor of absence due to illness or injury, the nature and expected length thereof, as soon as possible prior to the beginning of his/her scheduled regular work shift, unless unable to do so because of the serious nature of injury or illness. 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 City for absences of over three (3) days prior to payment of any sick leave benefits or prior to allowing the employee to return to work. A physician's statement may be required as a prerequisite to payment of sick leave for less than three (3) days if the employee has been advised in advance of such requirement where sick leave abuse is suspected.

An employee may use sick leave time for injury or illness of the employee's immediate family. Immediate family shall be defined as spouse or equivalent, children, step children, mother, father, step-father and step-mother or brother, sister, grandparents, grandchildren, mother-in-law, and father-in-law living in the household.

8.3 Integration with Worker's Compensation. When an injury occurs in the course of employment, the City's obligation to pay under this sick leave article is limited to the difference between any payment received under Worker's Compensation laws and the employee's net pay. Such difference shall be deducted from the employee's sick accrual.

8.4 Sick Leave Without Pay. Upon application by the employee, sick leave without pay may be granted by the City after accrued sick leave has been exhausted. The City may require that the employee submit a certificate from a physician periodically and before returning to work.

8.5 Termination. Sick leave is provided by the City in the nature of insurance against loss of income due to illness or injury. No compensation for accrued sick leave shall be provided for any employee upon his/her death or termination of employment, for whatever reason.

8.6 Retirement. Fifty percent (50%) of an employees unused sick leave shall be credited toward their retirement in accordance with the provisions of the Public Employee Retirement System.

ARTICLE 9 - OTHER LEAVES OF ABSENCE

9.1 Criteria and Procedure. Leaves of absence without pay not to exceed one (1) year may be granted at the discretion of the City. 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. Any employee granted a leave without pay, shall not accrue or receive any benefits at the expense of the City during such leave.

9.2 Jury Duty. Employees shall be granted leave with pay for service upon a jury; provided, however, that the regular pay of such an employee for the period of absence shall be reduced by the amount of money received by him for such jury service, and upon being excused from jury service for any day, an employee shall immediately contact his/her supervisor for assignment for the remainder of his/her regular workday.

9.3 Funeral Leave. An employee may be granted three (3) days funeral leave with regular pay in the event of death in the immediate family of the employee. An employee's immediate family shall include spouse or equivalent, parent, children, step children, grandparents, grandchildren, brother, sister, mother-in-law or father-in-law. The employee will be paid his/her regular hourly rate for any such days of excused absence which occur only during his/her assigned workweek.

9.4 Failure to Return From Leave. Any employee who is granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned his/her position with the City, and his/her position shall be declared vacated; except and unless the employee, prior to the expiration of his/her leave of absence, has furnished evidence that he/she is unable to work by reason of sickness, physical disability or other legitimate reason beyond his/her control.

ARTICLE 10 - COMPENSATION

10.1 Pay Schedule. Police Department personnel shall be compensated with the pay schedule attached to this Agreement and marked "Exhibit A," which is hereby incorporated into and made a part of this Agreement.

10.2 New Positions. When any Police Department position not listed on the pay schedule is established, the City shall designate a job classification and pay rate for the position. The Union shall be notified and the pay rate established by the City shall be considered tentative until the Union has been afforded the opportunity to meet and discuss the matter. If the Union does not agree that the classification or pay rate is proper, the Union may submit the issue as a grievance according to the grievance procedure. Such negotiations shall not preclude the City from filling the position.

10.3 Schedule Movement. New hires shall advance one step on the salary schedule after the successful completion of their probationary period. Thereafter, movement on the pay schedule shall be annually based on satisfactory performance as determined by the Chief of Police through regular performance reviews as described in Section 210 of the City of Gold Beach Policy Manual. Employees who are employed by the City on June 30, 2011 shall be considered for the purposes of salary schedule movement to have an anniversary date of July 1st.

10.4 Call Back Time. Employees called back to work shall receive overtime pay with a guaranteed minimum of two and one-half (2.5) hours at one and one-half (1 ½) times their regular hourly rate for the work for which they are called back. This section applies only when call back results in hours worked which are not annexed consecutively to one end or the other of the working day or working shift. This section does not apply to scheduled overtime, call-in times one (1) hour prior to the beginning of the work shift, or hold-over times annexed to the end of the work shift or work day. This section also will apply for required appearances for court or quasi-judicial hearings as a result of the performance of the employees' official duties.

10.5 Overtime. The City has the right to assign overtime work as required in a manner most advantageous to the City, and consistent with the requirements of municipal service and the public interest. Employees shall be compensated at the rate of one and one-half (1 1/2) times the regular rate for overtime work under the following conditions, but in no event shall

such compensation be received twice for the same hours:

a) All assigned work in excess of the regularly scheduled workday.

b) All assigned work in excess of 40 hours worked in any work week or in excess of 80 hours during a regularly scheduled shift change.

c) Overtime shall be computed to the nearest one-fourth (1/4) hour in accordance with State Law.

10.6 Form of Compensation. Overtime shall be compensated as pay or, at the option of the employee, by the accumulation of Compensatory Time at the rate of one and one-half (1 1/2) times the hours worked to a maximum of eighty (80) hours. Compensatory Time off may be used at a time mutually agreed to by the employee and the City. Employees may elect to cash-out all or a portion of their compensatory time on the first pay day in December. The City may cash-out unused compensatory time the first payday in July.

10.7 Mileage/Meals/Lodging. Whenever an employee is required to report for work in any location other than his/her established place of work, or whenever an employee, as part of his/her regular work, is required to travel, the City will pay for employee travel expenses based on actual costs and/or standard Federal CONUS destination per diem rates as follows:

Personal Vehicle Travel (Mileage). When using their personal vehicle, the City will issue the employee a City fuel card and reimburse the employee at a rate of $0.10 per mile for general vehicle operating expenses for use of their personal vehicle for City business. If a City fuel credit card is unavailable, employees will be reimbursed for fuel expenses at the rate established by the Internal Revenue Service and will not receive the $0.10 per mile reimbursement.

Rental Car. If a rental car is required, employees are required to reserve a rental car at the lowest cost rate that will meet the employee's needs. The City provides excess liability coverage to supplement the coverage automatically provided by car rental companies. However, the Oregon Tort Claims Act does not apply outside Oregon. For that reason, drivers will purchase the offered insurance through the rental company. Excess liability coverage, collision coverage deductibles, and other charges not covered by the car rental company insurance will not be paid by the City if the accident occurs when the vehicle is used outside the scope of City business.

Meals. The City uses a per diem basis for employee meals during travel. Employees will receive a Federal standard CONUS destination per diem rate for meal expenses. These rates are available at http://www.gsa.gov/portal/category/100120.

Any employee traveling to or returning from out-of-town meetings, training or programs more than thirty (30) miles from Gold Beach will be paid their regular hourly rate for their travel time from the meeting, training or program to the City offices.

10.8 Acting in Capacity. In the event an employee other than the sergeant is designated by the City as Acting in Capacity of a higher job classification he/she shall receive a five

percent (5%) adjustment to the base pay after the completion of one full day in that capacity. A Police Sergeant shall receive the five percent (5%) adjustment when acting in capacity of a higher classification after completion of two (2) consecutive weeks in that capacity. The employee thereafter shall receive the adjustment for each full shift of such duty and shall be computed and applied on an hourly basis.

10.9 FTO Pay. A Police Officer assigned to train a new employee shall receive a 5% pay differential during the period of such assignment as determined by the Chief of Police.

10.10 Pay Periods. Employees shall be paid every other Friday. If a pay day falls on a holiday, the pay date will be on the last work day prior.

10.11 Longevity Pay. An employee who has at least ten (10) consecutive years of service with the City shall receive an annual payment of $250 on the first paycheck in December. An employee who has at least twenty (20) consecutive years of service with the City shall receive an annual payment of $500 on the first paycheck in December. An employee shall not be eligible under this section for an annual payment of more than $500.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

11.1 Discipline Standard. Except as provided for in Section 13.2, no employee shall be disciplined or discharged except for just cause. The primary purpose of discipline is constructive, rather than punitive, therefore discipline shall generally be progressive. This does not imply that initial discipline cannot be imposed at an intermediate, or even at the most serious, level. Oral warnings are considered discipline but are not subject to the grievance procedure and will not be placed in the employee's personnel file.

If a supervisor has reason to discipline an employee, he/she shall impose such discipline in a manner that will not embarrass the employee before other employees or the public.

11.2 Due Process. In the event the City believes an employee may be subject to discipline greater than a written warning, the following procedural due process shall be followed:

a) The employee shall be notified, in writing, of the charges or allegations that may subject them to discipline;

b) The employee shall be notified, in writing, of the disciplinary sanctions being considered;

c) The employee will be given the opportunity to refute the charges or allegations either in writing or orally in an informal hearing; and

d) At their request, the employee will be entitled to Union representation at the informal hearing. (The parties agreed and understood that employees would also be entitled to Union representation at investigatory meetings prior to the due process hearing in accordance with standards established by the Oregon Employment Relations Board.)

11.3 Just Cause Standards. For the purpose of this Agreement, just cause shall be

determined in accordance with the following guidelines:

a) The employee shall have some warning of the consequences of his/her conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person;

b) The rule or order involved shall be reasonably related to the orderly, efficient, and safe operation of the City;

c) The investigation must be conducted fairly and objectively;

d) In the investigation, the City must obtain sufficient evidence or proof that the employee was guilty as charged;

e) Rules, orders and penalties must be applied evenhandedly and without discrimination;

f) The degree of discipline shall be reasonably related to the seriousness of the offense and the employee's record.

ARTICLE 12 - SETTLEMENT OF DISPUTES

12.1 Grievance and Arbitration 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 shall take up the grievance or dispute with the Chief of Police within 15 calendar days of its occurrence. Such employee may be accompanied by the Steward, if he/she so desires. The Chief shall attempt to adjust the matter within 15 calendar days.

Step 2. If the grievance has not been settled between the affected employee and the Chief, it will be presented in writing by the Union to the City Administrator within 15 calendar days after the response specified in Step 1 is due. The written notice shall include details of the grievance, the section of this Agreement allegedly violated and the specific remedy requested. The City Administrator shall respond to the Union representative in writing within 15 calendar days after receipt thereof.

Step 3. If the grievance is still unsettled, either party may within ten (10) calendar days of the decision of the City Administrator have the right to have the matter arbitrated by a third party jointly agreed upon by the City and the Union. If the parties are unable to agree upon an arbitrator, the Oregon State Conciliation Service shall be requested to submit a list of five (5) names from Oregon. Both the City and the Union shall have the right to strike two (2) names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one (1) name. The process shall be repeated and the remaining person shall be the arbitrator. The designated arbitrator shall hear both parties on the disputed matter and shall render a decision within 30 days which shall be final and binding on the

parties and the employee. The arbitrator shall have no right to amend, modify, nullify, ignore or add provisions to the agreement, but shall be limited to consideration of the particular issue(s) presented to him/her. His/her decision shall be based solely upon his/her interpretation of the meaning and application of the express language of the agreement. Expenses for the arbitrator shall be borne equally by the City and the Union; 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. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

12.2 Time Limits. If any grievance is not presented or forwarded by the employee or Union within the time limits specified above, such grievance shall be deemed waived. If any grievance is not answered by the City within the time limits specified above, the Union/employee shall be allowed to move the grievance to the next step.

12.3 Stewards. An employee selected by the Union to act as Union representative shall be known as "steward" and shall not exceed two (2) in number. The name of the employee selected as steward and the names of local Union representatives, state council or international representatives who may represent employees shall be certified in writing to the City by the Union. Duties required by the Union of the steward, excepting attendance at meetings with supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee, shall not interfere with his/her or other employees' regular work assignments as employees of the City. Contacts between the steward and employees or the Union shall be made outside of working hours so as not to disrupt regular City operations.

ARTICLE 13 - SENIORITY

13.1 Definition. Seniority shall be an employee's length of continuous service in his/her job classification and his/her continuous service from his/her last date of hire within the bargaining unit and shall apply by job classification in the matter of layoff, recall and vacation. In the event of a layoff, such employee may exercise his/her bargaining unit seniority within the same job category (sworn and non-sworn) to bump into a lower classification. Employees who bump into a lower classification shall suffer no loss of pay until the beginning of the next pay period at which time their salary shall be adjusted to the step in the range closest to, but not greater than, their current salary. Recall from a layoff shall be in the reverse order of seniority. Seniority and the employment relationship shall be broken or terminated if an employee (1) quits; (2) is discharged for just cause; (3) is absent from work for three (3) consecutive working days without notification to the City; (4) is laid off and fails to report to work within three (3) days after being recalled; (5) is laid off from work for any reason for 18 months, or for a period of time equal to his/her seniority, whichever is shorter; (6) fails to report for work at the termination of a leave of absence; (7) if while on a leave of absence for personal health reasons, accepts other employment without permission; or (8) if he/she is retired.

13.2 Probationary Period. Every new employee hired into the bargaining unit shall serve a probationary period of six months (6) for non-sworn and twelve (12) months for sworn personnel, after which he/she shall be considered a regular employee and granted seniority to the last date of hire. The Union recognizes the right of the City to terminate probationary

employees for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees. Termination of a probationary employee shall not be subject to the grievance procedure under Article 12.

13.3 Promotional Probationary Period. Regular employees promoted into a higher classification in their department shall serve a promotional probationary period of six (6) full months. The Union also recognizes the right of the employer to demote an employee on promotional probationary status to the employee's previous position. The employee may also voluntarily request a demotion to his/her former position during this probationary period. Such demotion shall not be subject to the grievance procedure and is not disciplinary in nature.

13.4 Promotional Opportunities. It is the intent of this Agreement that promotional opportunities shall be extended to employees in their department in the bargaining unit, provided such employees are qualified to perform the work in question. To this end, promotional opportunities shall be posted for five (5) working days before a job is advertised. The City shall be the judge of an employee's qualification and ability. In the event two (2) or more applicants for a job opening are equally qualified, seniority shall govern. This section does not apply to any positions outside the bargaining unit.

13.5 Recall From Layoff. Recall from layoff exceeding five (5) work days shall be by certified letter sent to the employee at his/her last known address furnished to the City by the employee. The City may use any other means to return an employee sooner.

ARTICLE 14 - GENERAL PROVISIONS

14.1 Employee Rights. Employees shall have the right to form, join and participate in the activities of the Union or any other labor organization, or to refrain from any or all such activities, and there shall be no discrimination by either the City or Union by reason of the exercise of such right except as specifically provided herein.

14.2 Non - Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, creed, color, sex, handicap or national origin. The Union shall share equally with the City the responsibility for applying the provisions of this Section. All references to employees in this Agreement designated both sexes, and wherever the male gender is used, it shall be construed to include male and female employees. Any claim which is subject to review by EEOC or other regulatory agency shall not be arbitrable.

14.3 Bulletin Boards. The City agrees to furnish and maintain a suitable bulletin board in a convenient place in the work or assembly area to be used by the Union. The Union shall limit its postings of Union notices and bulletins to such bulletin board, which shall be used only for the following Union notices and bulletins.

a) Recreational and social affairs of the Union.
b) Union meetings.
c) Union elections.
d) Reports of Union committees.
e) Rulings or policies of the International Union.

14.4 Visits by Union Representatives. The City agrees that accredited representatives of Teamsters Local 223, upon reasonable and proper introduction, may have reasonable access to the premises of the City at any time during working hours for the purpose of assisting in the administration of this Agreement provided they do not interfere with work in progress.

14.5 Solicitation. The Union agrees that its members will not solicit membership in the Union or otherwise carry on Union activities during working hours, except as specifically provided in this Agreement.

14.6 Existing Conditions. All rights, privileges and working conditions at the present time that are not expressly included in this agreement and that constitute employment relations as defined in ORS 243.650(7), shall remain in full force, unchanged and unaffected in any matter during the term of this Agreement unless changed by mutual consent.

14.7 Rules. It is jointly recognized that the City must retain broad authority to fulfill and implement their responsibilities and may do so by work rule, oral or written, existing or future. It is agreed, however, that no work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement, or is contrary to the provisions of Oregon State Law. All work rules which have been, or shall be reduced to writing, will be furnished to the Union and to affected employees.

14.8 Other Employment. Employees wishing to engage in off-duty employment must obtain approval in writing from the City Administrator by submission of a request in writing for such approval. Such written request shall specify the name of the prospective employer, the job title of the position and a description of the nature of work to be performed. In order to be approved, the outside employment must:

(1) be compatible with the employee's City duties;

(2) in no way detract from the efficiency of the employee in the performance of his/her duties;

(3) not take preference over the requirements of City employment or extra duty required by the City; and

(4) not present a conflict of interest, the potential of one, or the appearance of one.

Written responses shall be provided by the City within fifteen (15) days of the request. The City shall not unreasonably deny a request.

It is understood that the City, with just cause, may at any time revoke permission to hold outside employment. Such notification shall be in writing and, except in emergencies, seven (7) days' notice shall be given.

14.9 Uniforms, Protective Clothing and Devices. The City shall provide police department employees with uniforms (exclusive of footwear), necessary protective clothing, equipment (exclusive of duty weapons and magazines) and other necessary protective devices. Employees are responsible for providing their own footwear and duty weapon with

magazines. The City will replace City-provided uniforms, equipment, and other protective devices as necessary due to wear and age at no cost to the employee. The City shall provide a safe place for the storage of such articles. Failure of an employee to wear such required uniform, protective clothing, or use such protective device as prescribed by the City, shall be cause for disciplinary action as set forth in Article 11 hereof.

14.10 Medical Examination. The City at its expense, may require a medical examination to determine an employee's continuing ability to satisfactorily perform their job. The City shall base it's request for an employee medical examination upon a reasonable doubt as to the employee's ability to perform his/her duties.

14.11 Personnel Manual. The City agrees to furnish each employee with a copy of the City's Personnel Manual. If there exists a conflict between the provisions of the manual and this contract, the provisions of the labor contract shall prevail.

14.12 Job Descriptions. Job descriptions shall be prepared by the City and forwarded to the Union.

14.13 Educational Reimbursement. The City encourages all employees to develop themselves through all mandatory special training and academic courses. The City will pay for the full cost of tuition and books for job-related courses taken at the direction of the City only after the employee has made use of all available reimbursement programs that may be provided by state, Federal government or other agencies and only upon satisfactory completion, defined as a grade of "C" (or equivalent) or better is achieved. Employees desiring to attend job-related training/education that is not mandatory, must request in writing to the Chief of Police for approval of the City Administrator.

14.14 Work Equipment Reimbursement. The City shall reimburse employees for personal property stolen, damaged or destroyed at usual and customary amounts when in the City's judgment such loss is the direct result of the employee's performance of his/her official duties. However, reimbursement may not be granted if the employee's negligence or wrongful conduct was a substantial contributing factor for the theft, damage or destruction. The final decision as to whether to reimburse the employee will rest with the City at the Department head level. Only those items which have a direct use application in the employee's performance for assigned job duties will be considered for reimbursement.

ARTICLE 15 - HEALTH AND WELFARE

15.1 Health Insurance. The City will pay the full cost of medical, and dental Insurance for all employees and 70% of the cost for their dependents. In addition, each employee pays the full cost of vision insurance for themselves and their dependents. The current plans shall be under City County Insurance Services (CIS). The insurance package shall be the same as provided to non-represented employees.

15.2 Long Term Disability Insurance. The City and employee shall share equally the cost of long term disability insurance.

15.3 Life Insurance. The City will provide for the purchase of a $10,000 term life insurance benefit policy for police officers and a $1,000 term life insurance benefit policy for non-sworn personnel.

ARTICLE 16 - WORKER'S COMPENSATION

16.1 Worker's Compensation. All employees will be insured under the provisions of the Oregon State Worker's Compensation Act for injuries received while at work for the City.

ARTICLE 17 - LIABILITY INSURANCE

17.1 Liability Insurance. The City shall purchase liability insurance for the protection of all employees covered by this Agreement against claims against them incurred in or arising out of the performance of their official duties.

ARTICLE 18 - SAVINGS CLAUSE AND FUNDING

18.1 Savings Clause. Should any provision of this Agreement be subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

18.2 Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures and in certain circumstances by vote of the citizens of the City. All such wages and benefits are therefore contingent upon sources of revenue and where applicable, annual voter budget approval. The city has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget requests or voter approval thereof.

ARTICLE 19 - PERSONNEL FILES

19.1 Employee Access. With reasonable written notice, employees shall be granted access to his/her personnel file, exclusive of materials received by the City prior to his/her date of hire. The City Recorder will be present when the employee reviews the file. The employee may request the City to reproduce anything in the personnel file at the employee's expense.

19.2 Employee Signature. Each employee shall read and sign any written evaluations or disciplinary memoranda placed in his/her personnel file. Employees may place a written response to these documents and such response shall be attached thereto.

19.3 Removal of Discipline. Documentation of discipline shall be removed from the employee's personnel file upon written request by the employee providing no subsequent disciplinary actions of like nature have taken place according to the following schedule:

a) Written reprimand - twenty-four (24) months

b) Suspension of 3 days or less - forty-eight (48) months

c) Suspensions of 4 days or more - sixty (60) months

Disciplinary documents removed from an employee's personnel file shall be maintained in a separate file only for the purpose of compliance with State archive laws.

ARTICLE 20 - RETIREMENT

20.1 Public Employees Retirement System. The City agrees to continue its participation in the Oregon Public Employees Retirement System (PERS) during the life of this Agreement. The employee's contribution (currently 6%) to the system shall be paid by the City.

20.2 Deferred Compensation. Employees shall be allowed to participate through payroll deductions in the City sponsored deferred compensation programs.

ARTICLE 21 - USE OF ALCOHOL AND DRUGS

21.1 Drug and Alcohol Policy The drug and alcohol policy contained in this Agreement, attached hereto as Appendix "B" and incorporated by this reference herein, shall not be unilaterally changed without notice and impact bargaining, except for changes as are mandated by State Law.

ARTICLE 22 - TERM, TERMINATION, AND REOPENING

22.1 Termination and Reopening. This Agreement shall become effective on July 1, 2014 and remain in full force and effect until June 30, 2017. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than 180 days prior to the expiration date that it wishes to modify this Agreement for any reason.

EXECUTION OF AGREEMENT

This Agreement is hereby executed on this ____ day of _____ 2014 by:

CITY OF GOLD BEACH

_____
Jodi Fritts, City Administrator

TEAMSTERS LOCAL 223:

_____
Clayton Banry, Secretary-Treasurer

EXHIBIT "A"
Salary Schedule
Effective July 1, 2014 (*reflects a market adjustment and cost-of-living increase of 5%)*

POLICE DEPARTMENT CONTRACT	**STEPS**					
	1	**2**	**3**	**4**	**5**	**6**
Police Officer	$ 17.60	$ 18.48	$ 19.40	$ 20.37	$ 21.39	$ 22.46
Corporal (currently vacant)	$ 19.44	$ 20.42	$ 21.44	$ 22.51	$ 23.64	$ 24.82
Sergeant	$ 21.59	$ 22.67	$ 23.80	$ 24.99	$ 26.24	$ 27.55
Office Manager/Deputy Medical Examiner	$ 17.41	$ 18.28	$ 19.19	$ 20.15	$ 21.16	$ 22.22

Sworn personnel shall receive an additional 2.5 % on their base salary for an Intermediate DPSST certificate and an additional 2.5% on their base salary for an Advanced DPSST certificate for a total maximum of 5% for possessing both certificates.

Effective July 1, 2015, the Salary Schedule shall be increased by 5%.

If other City employees receive a cost-of-living adjustment effective July 1, 2016, employees in this bargaining unit will receive an identical cost-of-living adjustment.

EXHIBIT "B"
Alcohol and Drugs Policy

A. Statement of Principle.

The City and the Union jointly recognize that the use of drugs and alcohol, whether on or off the job which adversely affects job performance, may constitute a serious -threat to the health and safety of the public, to the safety of fellow employees, and to efficient operation of the City.

B. Definitions.

1. Drugs and Alcohol: For the purposes of this Agreement, drugs and alcohol will be defined as all intoxicants and controlled substances as defined by law, excluding any substance lawfully prescribed for the employee's use.

2. Drug and Alcohol Test: The compulsory production and submission of urine, breath or blood by an employee in accordance with procedures contained herein for chemical analysis to detect prohibited drug and/or alcohol use.

3. Reasonable Suspicion: Specific factual and articulable observations by a member of city Management concerning the work performance, appearance (including noticeable odor of alcoholic beverage), behavior, or speech of the employee. Any accident or incident involving physical injury to any person may be considered as constituting reasonable suspicion for discovery testing for drugs and alcohol where human factors contribute to the incident and a question of sobriety exists.

4. Under the Influence: An individual is considered to be "under the influence of intoxicants" when the individuals blood alcohol content exceeds .04%. An individual is considered to be "under the influence of a controlled substance" when a detectable amount of the substance is found in the individuals body that may impair the individual's ability to safely and efficiently perform assigned work.

C. Prohibited Conduct.

Except as authorized by City policy for job-related reasons, the following conduct is strictly prohibited and may subject an employee to immediate discipline:

1. The unlawful buying, selling, transporting, possession, providing or use of intoxicants or any controlled substances while on duty or conviction for same.

2. Reporting for normally assigned work with a detectable odor of alcohol on the breath, any detectable amount of alcohol in the body which results from the consumption of intoxicants, or when an employee has a detectable amount of any controlled substance found in the employee's body which may impair the employee's ability to safely and efficiently perform assigned work (but excluding any substance lawfully prescribed for the employee's use if used in

accordance with Section K of this policy).

3. In the event the City wishes to call out an employee to perform additional duties and the employee has consumed intoxicants, the employee will notify his/her supervisor as to the amount of intoxicants the employee has consumed, and the City will decide whether the employee will be called out to perform additional duties.

4. Failure to report use of prescribed medications or controlled substances as defined in Section K.

5. Failure to notify their supervisor if a controlled substance is ingested unintentionally or if the employee is made to ingest a controlled substance so that appropriate medical steps may be taken to ensure the employee's health and safety.

D. Preconditions to Drug and Alcohol Testing.

Before any employee may be tested for drugs or alcohol, the City shall select an NIDA certified laboratory or laboratories that can demonstrate experience and capability of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urine and blood analysis.

E. Grounds for Testing.

1. Random testing of all Department personnel shall be permitted following current Federal and State Department of Transportation testing procedures for Commercial Driver's Licenses. (CDL).

2. Employees may be required to submit to drug or alcohol testing if reasonable suspicion exists that there is a violation of this Article.

3. The City may test for those drugs or alcohol for which it has reasonable suspicion that an employee may have consumed.

F. Testing Mechanisms.

The following testing mechanisms shall be used for any test for intoxicants or controlled substances performed on members of the Bargaining Unit.

1. Any urine screening shall be performed by the use of Gas Chromatography/Mass Spectrometry (GC/MS). If at any time there exists a test with a higher rate of reliability than the GC/MS test, such test shall be used in place of the GC/MS test if agreed to by the Union and the City.

2. Alcohol testing shall be conducted through the analysis of breath or blood using scientifically accepted technology. If the test for alcohol is required and it is a non-accident situation, the test shall be an intoxilyzer unless the employee requests a blood test. If the test is the result of an alcohol related accident involving property damage or injury, the City will determine what

test(s) (limited to intoxilyzer or blood test) are to be conducted.

G. Procedures to Be Used When the Urine Sample Is Given.

The following procedure shall be used whenever an employee is requested to give a urine sample:

1. Prior to testing, the employee will be required to list all prescribed medications and controlled substances currently being used. A form for this purpose will be supplied by the City. Prescribed medications or controlled substances listed must be substantiated by written communication from the attending physician.

2. The test shall be administered in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.

3. Immediately after the sample is given, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, labeled and stored in a secure and refrigerated atmosphere. One (1) of the samples will then be sent or delivered to the City's designated testing laboratory. The other sample will be held for the employee, so long as it remains viable, until the employee either instructs that it be sent to their designated lab or destroyed.

4. The sample will first be tested using the screening procedure set forth in Section F of this Article.

5. If the test is positive for the presence of any intoxicants or controlled substances, the employee will be notified of the positive results within 24 hours after the City learns of the results, and will be provided with copies of all documents pertinent to the test sent to or from the City by the laboratory. The employee will then have the option, at his/her own expense, of having the untested sample submitted to a laboratory of the employee's own choosing which meets the standards specified in Section D of this Article.

6. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and a chain of custody.

H. Procedures Used When the Blood Sample Is Given.

The following procedure shall be used whenever an employee is requested to blood sample:

1. The employee will be transported as soon as possible to the City's physician's office during normal business hours or to a local hospital during non-business hours to have the blood drawn. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.

2. Immediately after the sample has been drawn, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. One (1) of the samples will then be sent or delivered to the City's designated testing laboratory. The other portion will be held for the employee, so long as it remains viable, until the employee either instructs that it be sent to their designated lab or destroyed.

3. If the test is positive for the presence of alcohol, the employee will be notified of the positive results within 24 hours after the City learns of the results and will be provided with copies of all documents pertinent to the test sent to or from the City by the laboratory. The employee will then have the option, at his/her own expense, of having the untested sample submitted to a laboratory of the employee's own choosing which meets the standards specified in Section D of this Article.

4. Each step in the collection and processing of the blood specimens shall be documented to establish procedural integrity and chain of custody.

I. Procedures Used When an Intoxilyzer Test Is Administered.

The following procedure shall be followed when an employee is required to submit to a breath test to determine the alcohol content of his/her blood:

1. The employee will be transported to the facility where the test will be conducted.

2. The intoxilyzer shall be properly certified by the State of Oregon as required by law.

3. The operator shall be currently certified by the State of Oregon to operate the intoxilyzer.

4. The operator shall conduct the test in the same manner as mandated by State Law in DUII cases.

J. Consequences of Positive Results.

1. An employee who has tested positive for the presence of intoxicants or controlled substances pursuant to this Article may be referred to drug or alcohol counseling. An employee's participation in drug and alcohol counseling will be considered in determining what, if any, disciplinary action may be taken.

2. An employee who tests positive may be subject to unannounced testing for a one (1) year period following the positive test. If the employee violates the terms of the agreed to treatment or again tests positive during such a period, he/she shall be subject to immediate discipline, which may include discharge.

K. Prescribed Medications.

An employee utilizing any prescribed medications or controlled substances that may affect his/her ability to safely perform assigned duties must immediately report this treatment to his/her supervisor. The use of medications or controlled substances as part of a prescribed medical treatment program is not grounds for disciplinary action. It shall be the employee's responsibility to determine from their physician whether a prescribed treatment may impair job performance. Failure to report the use of a prescribed medication or a controlled substance which an employee has been informed may affect his/her abilities to safely perform assigned duties may subject an employee to disciplinary action. In the event there is a question regarding an employee's ability to safely perform assigned duties, clearance from the employee's physician will be required.

L. Searches.

For administration of this Article, the City may, upon reasonable suspicion, conduct searches on City property of employees and/or assigned City property and/or their personal property excluding personal vehicles parked on City property. An employee has the right to request that a Union representative be present during the search, as long as the search is not unreasonably delayed by accommodating this provision. A refusal to submit to a search may result in disciplinary action. This provision is not intended to restrict the City's right to conduct administrative searches of assigned City property for other purposes or searches related to any criminal investigation.

M. Interference With Policy.

Any activity which purposely interferes with this policy will be grounds for disciplinary action which may include discharge. Examples include, but are not limited to the following: tainting, tampering, or substitution of blood or urine samples, falsifying information regarding the use of prescribed medications or controlled substances; failure to cooperate with any tests outlined in this policy to determine the presence of intoxicants or controlled substances; or failure to cooperate with any searches.

N. Employee Rights.

1. The employee shall have the right to a Union representative up to and including the time the sample is given. However, this provision shall not unreasonably delay testing. Nothing herein shall restrict the employee's right to representation under general law.

2. If at any point the results of the laboratory testing procedures specified in this Article are negative, all further testing shall be discontinued. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. All negative results will be kept confidential by the City.

3. Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of custody of the specimen, and the accuracy rate of the laboratory.

4. If the results of the test are positive or negative, the employee shall have the

right to grieve in accordance with Article 12 of this Agreement.

5. Prior to an employee being questioned or evidence being obtained that may be used against him in a disciplinary action he/she will be advised of the purpose of the investigation and informed that:

"The purpose of this interview and possible collection of physical evidence is to obtain information which will assist in the determination of whether administrative action is warranted. You are going to be asked a number of specific questions and may be asked to submit to evidence collection procedures, within the scope of this policy, regarding the performance of your official duties. You have a duty to reply to these questions and/or submit to evidence collecting procedures within the scope of this policy. Disciplinary action, including dismissal, may be undertaken if you refuse to cooperate or fail to reply fully and truthfully. Neither your answers nor any information or evidence obtained can be used against you in any criminal proceeding. The answers you furnish and the information or evidence resulting therefrom may be used in the course of disciplinary proceedings which could result in disciplinary action up to and including termination."