Agreement

between

City of Canby, Oregon

and

Canby Police Association

July 1, 2013 - June 30, 2016

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AGREEMENT

by and between City of Canby, Oregon and Canby Police Association

The CITY OF CANBY, OREGON, hereinafter referred to as the "City" and the CANBY POLICE ASSOCIATION, hereinafter referred to as the conditions relating to wages, benefits, hours, and working conditions for all employees hereinafter classified and identified in this Agreement.

ARTICLE 1 - RECOGNITION

Section 1. The City does hereby recognize the Association as the sole collective bargaining representative for all regular employees classified and identified in this Agreement, as noted herein and on Schedule "A" attached hereto.

Section 2. New classifications may be developed by the City, and assigned a wage scale by the City. The City shall forward to the Association the new classification and wage scale. If it has been agreed or established that the new classification appropriately belongs in the bargaining unit and if the Association provides a written request to the City to bargain the wage rate for the classification, the wage scale for the new classification shall then be subject to negotiations and statutory impasse procedures.

ARTICLE 2 - EMPLOYEE RIGHTS

Section 1. It shall be the right of all employees subject to the terms of this Agreement to elect membership in the Canby Police Association, or not to elect membership in such Association. Employees shall not be required to join in any organization or association as a condition of continued employment with the City.

Section 2. In the event of layoff or new hire, one or more part-time employees performing bargaining unit work shall replace no full-time employee. No part-time employees will be hired or used if previously hired, as long as a full-time employee is on layoff status and is eligible for recall, except when the laid off full- time employee has refused the recall opportunity to full or part-time work.

ARTICLE 3 - CIVIL RIGHTS

Section 1. No employee shall be discriminated against or discharged because of his membership or non-membership in the Association or because of activities he may engage in on behalf of the Association, provided, that such activities do not interfere with the employee's performance of work assignments or the operation of the Department.

Section 2. There shall be no discrimination with regard to the hiring or tenure of the employees by reason of their race, color, creed, national origin, physical handicap, gender, sexual orientation, or age. All references to employees in this agreement shall designate both genders, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1. The City Administrator and department heads exercise responsibility under the authority of the City Council, for management of the City and the direction of its workforce. To fulfill this responsibility, the rights of the City shall include, but are not limited to; establishing and directing activities of the City's departments and its employees; determining standards of service and methods of

operation, including subcontracting and the introduction of new equipment; establishing procedures and standards for employment, promotion, layoff and transfer; to discipline or discharge for just cause; determine job descriptions, work schedules, and assign work; and any other rights except as expressly limited by the terms of this Agreement.

ARTICLE 5 - SENIORITY

Section 1. The principle of seniority shall be observed with regard to all layoffs and recalls of regular employees, provided that employees to be recalled are competent to perform the work required. The Association recognizes the City's right to retain "special skill" employees without regard to seniority when layoffs are necessary. (Examples: canine officer, bilingual, etc.)

Section 2. Lateral hire employees shall be deemed "Regular Employees" for purposes of this Article upon satisfactory completion of a twelve (12) month probationary period following their last date of hire. New recruits shall be required to complete an eighteen (18) month probationary period. "During said probationary period, employees shall have no recourse to the grievance procedure of this Agreement concerning disputes regarding discipline and discharge.

Section 3.

(A) Seniority under this Agreement shall come under two categories as follows:

1. Police Department seniority shall mean the length of continuous service police keep since last date of hire.

2. Classification seniority shall mean the length of continuous service in the Police Officers' classifications (Police Sergeants and Police Patrolman).

(B) In the event of layoff .and rehire within a classification, as per this Article, classification seniority shall prevail, consistent with Section 1, above. An employee with classification seniority in more than one of the classifications listed in (2) above, shall have the right to use classification seniority for bumping privileges into the other classifications.

(C) As applies to vacation credits, vacation scheduling, and days off, Department seniority in rank shall prevail, provided said scheduling is compatible with the operating needs of the Department.

Section 4. The City agrees to notify the Association and the employees (simultaneously), not less than two (2) weeks prior to any layoff by forwarding the name and classifications of the employees to be laid off.

Section 5. Employees off work for eighteen (18) months or more, those discharged for cause, and those who voluntarily quit, shall be considered off the seniority list with the exception of those off on military leave or due to industrial accident.

Section 6. No new employee shall be hired until all laid off employees in that classification have had an opportunity to return to work. The City agrees to notify laid off employees of their right to return to work by certified mail to the employee's last address known to the City. The employee must respond within five (5) working days from the date of receipt (regardless of who signed the receipt) to be considered for recall.

ARTICLE 6 - DISCIPLINE AND DISCHARGE

Section 1. If the Employer has reason to reprimand an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public.

Section 2. When there is evidence of unsatisfactory conduct, the Employer agrees to verbally discuss the problems with the employee, thus affording the employee an opportunity to correct the situation, except when the situation warrants immediate appropriate action, which may include written reprimand, suspension or discharge. Following verbal reprimand and an opportunity for the employee to correct the situation, the Employer may issue a written reprimand, or if the situation warrants, the Employer may institute appropriate action as stated above.

When the City intends to take disciplinary action, with the exception of verbal reprimands, the City shall notify the non-probationary employee and the Association in writing of the charges against the employee, and shall provide the employee with the opportunity to respond to the charges at a pre-disciplinary hearing.

The non-probationary employee, whose discipline is being considered with the exception of verbal reprimands, shall be granted a minimum of two (2) calendar days, or more at the discretion of the City, to prepare for the pre-disciplinary hearing.

The employee shall be entitled to have an available representative of his or her choice at the pre-disciplinary hearing.

The City agrees to furnish the employee a complete statement in writing at the time of the written reprimand, suspension, demotion, or discharge, outlining the specific reasons for such action. If, at the time of written reprimand, suspension, demotion, or discharge, it is not feasible to furnish the employee with a complete statement, said statement must be presented to the employee within two (2) calendar days. At the same time the employee is presented with the statement, the Association shall be sent an identical copy of the written notice of reprimand, suspension, demotion, or discharge which has been given to the employee.

Section 3. Any suspension or discharge shall be for just cause.

Section 4. Any employee who is the subject of an investigation shall be notified in writing within ten (10) calendar days from the completion of the investigation as to findings of the investigation except in instances where confidentiality is required.

Section 5. Evaluations shall not be used as substitutes for steps in the disciplinary process. Evaluations may be used in the progressive discipline process as establishing a pattern of behavior or performance.

Section 6. In the event an employee is interviewed concerning an action which would likely result in disciplinary action other than an oral warning, the following process shall be followed to the extent circumstances permit:

(a) Prior to the interview, the employee will be informed of the nature of the allegations and the nature of the investigation, and will be provided a minimum of two (2) calendar days prior to the interview, unless time provided is waived by the employee. The employee will also be notified that he

or she has a right to consult with an Association representative and to have that or another representative present at the interview.

(b) Interviews covered under this Section shall, to the extent practical, take place at City facilities, or at a location mutually agreed upon by the Chief and Association member.

(c) Either party may tape record the interview and, if either party exercises this right, they will provide a copy of the tape or transcript to the other party upon request.

(d) In any investigation, the employee may be required to answer any questions reasonably related to the subject matter under investigation. The employee may be disciplined for refusing to answer such questions.

(e) In situations involving the use of force, the employee shall have the right to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force.

ARTICLE 7 - HOURS OF WORK/OVERTIME

Section 1. The workday shall consist of eight (8) hours per day on the basis of five (5) day workweek, or ten (10) hours per day on the basis of a four (4) day workweek. For patrol, both parties prefer the "4-10" shift. The City retains the right to change to the "5-8" shift if circumstances dictate. The workweek shall consist of a forty (40) hour shift schedule, which shall take place during a seven (7) calendar day period, commencing at midnight Sunday AM and ending at midnight the following Saturday PM. Detectives and Patrol are all eligible to work a 4-10 shift at the discretion of the Chief.

Section 2. Each employee shall be entitled to fifteen (15) minute rest breaks and a thirty (30) minute meal break in accordance with Oregon BOLI.

Section 3. All hours worked in excess of eight (8) or ten (10) hours in one (1) day, depending on the employee's regular shift schedule, or all hours worked in excess of forty (40) hours per week, shall be paid for at the overtime rate of one and one- half (1-1/2) times the employee's regular straight-time hourly rate of pay, except as may be provided differently in this Agreement. Overtime shall be computed to the nearest fifteen (15) minutes.

Section 4. Employees may elect to be compensated for overtime in cash or compensatory time off. Compensatory time may be accrued up to a maximum of eighty (80) hours, with all other overtime paid in cash. Compensatory time off shall be scheduled at the mutual convenience of the City and the employee. Employees have the option to cash out up to forty (40) hours of compensatory time once per fiscal year.

Section 5. A reasonable clean-up time will be granted just prior to the end of the shift for employees who, in the judgment of the Police Chief or his/her designee, need such, due to the nature and conditions of their work assignment.

Section 6. The City will offer a minimum forty (40) hour workweek to all regular full-time employees, except by mutual agreement between the City and the Association.

Section 7. An employee who involuntarily works more than five (5) work shifts in five (5) consecutive

calendar days shall then be compensated at the overtime rate until that employee is provided two (2) consecutive days off.

Section 8. The parties agree that the workweek will remain the same for all employees per Section 1. The parties further agree that if a shift rotation results in an employee working less than forty (40) hours in a workweek, the employee may make up the additional hours needed to reach forty (40) in the workweek from accrued vacation or compensatory time off, or by working the additional hours if shifts are available. The parties agree that in a shift rotation, all employees will get at least two days off between the old shift and the new shift. If an employee does not get at least two days off in such circumstances, the employee will be paid for time and a half for any work performed on those two days.

Section 9. An employee will be given advance notice of any temporary shift change in his/her regularly assigned work shift. Any temporary shift change without prior notice that results in an employee being required to return to work at a time earlier or later than his/her normal schedule, shall make the employee eligible for overtime for all hours worked outside his or her normal shift, if that employee was not notified of such change forty eight (48) hours prior to the change of shift, except in cases of an emergency. This section does not apply to voluntary shift trades. An employee called into work for an emergency shall be paid for such shift and given up to two (2) hours of overtime at time and one-half (1 1/2) as compensation for changing shifts. (Refer to Article 8.1 for non-emergency call back.)

Section 10. Overtime shall be offered to employees on a seniority basis, except in cases of emergency. However, an "emergency" does not include budgeting considerations or situations created by the City. Recognizing that seniority is ultimately the prevailing consideration upon which the assignment of overtime is based, an effort will be made to distribute overtime throughout the Department on a fair and equitable basis.

Section 11. An employee who is required by the City to work sixteen (16) or more hours in any twenty-four (24) hour work day and who is scheduled to work a shift in the next twenty-four (24) hour work day shall be allowed to be off work by the employees request for at least eight (8) hours before returning to active duty status.

The affected member will be compensated for any on-duty time lost by using his/her accrued time-off benefits, including sick leave. The affected member may opt to flex their schedule by mutual agreement with the City to accommodate the eight (8) hours off. Any member working at least fifteen (15) hours will notify both the Police and Association Executive Board of their current work hour status and of any potential to exceed the 16 hours limit. The Police Chief retains the authority to suspend this provision upon declaring a public safety emergency.

Section 12. Flexible schedules. Employees may work a flexible schedule if mutually agreed between the employee and the City, under the following parameters:

- There will be no daily overtime for an employee working a flexible schedule and the adjustment may not result in additional labor costs or overtime;
- Employee requests should be 72 hours in advance, where feasible;
- Flexing must occur in the same workweek;
- The schedule may not impede customer service or normal work process.

ARTICLE 8 - REPORTING AND CALL BACK

Section 1. Employees required to report for work shall be entitled to two (2) hours of call time pay unless

they are notified prior to the start of their shift that they are not to report. All employees shall have a posted telephone number where they may be reached in order to qualify for the above pay provisions.

Employees called off duty for any work-related concerns by a supervisor, but not called back to work, shall be paid for all time spent on the telephone at the rate of time and one-half (1-1/2) with a minimum of thirty (30) minutes to be paid for each call. This minimum shall also apply to language translations given by employees who are required to participate in duty related telephone calls off duty.

Section 2. Employees who are on the premises of the police department and are called back to work thirty (30) minutes or more after the end of their regular shift shall be entitled to a minimum of one (1) hour work or pay therefore at the overtime rate of two (2) times the employee's regular rate of pay, except as provided differently in this Agreement.

Section 3. Employees required to attend training classes, training shoots, department staff meetings or similar functions outside their regular shift, will be entitled to one and one-half (1-1/2) time their regular rate of pay for a minimum of two (2) hours.

Section 4. Employees involuntarily called back from paid leave shall be paid at the rate of time and one-half (1-1/2) for all hours worked with a minimum of three hours, shall receive straight time for the balance of their normal shift (8 or 10 hours) not worked, and shall have their paid leave account credited for a full shift (8 or 10 hours).

ARTICLE 9 - COURT TIME

Section 1. (A) Employees of the Police Department who are called to work either one (1) hour or less before or after their scheduled shift, to appear in any court, shall be entitled to a minimum of one (1) hour at one and one-half (1 ½) times the employee's regular rate of pay, if such appearance was necessitated through actions of such officer while employed by the City of Canby.

(B) Employees of the Police Department who are called to work in excess of one (1) hour either before or after their scheduled shift, to appear in any court, shall be entitled to receive time and one-half (1-1/2) times their regular hourly rate of pay for a minimum of three (3) hours, if such appearance was necessitated through actions of such officer while employed by the City of Canby.

Section 2. Employees of the Police Department who are called to work on one of their scheduled days off, to appear in any court, shall be entitled to receive a minimum of four (4) hours pay at the overtime rate of time and one-half (1-1/2) times their regular hourly rate of pay, if such appearance was necessitated through the actions of such officers while employed by the City of Canby. All court time is to be utilized for that purpose only. An employee shall not appear in court and be required to work on any other assignment.

Section 3. Employees who are called to work on one of their scheduled vacation days off, to appear in any court, shall be compensated as provided in Article 8, section 4, if such appearance was necessitated through the actions of such employee while employed for the City of Canby.

ARTICLE 10 -WAGES

Section 1. The job classifications and their corresponding wage scales are noted on Schedule "A", which is attached hereto and made a part of this Agreement by reference thereto. Paydays shall be bi-weekly.

Effective July 1, 2013, compensation for all employees shall be pursuant to the salary schedule attached as Attachment A, which includes a 2.3% cost of living allowance.

Effective July 1, 2014, increase the wage scale across the board (by applying a percentage increase to the first step and maintaining 5% between steps by a percentage equal to the CPI-U, Portland-Salem for the twelve (12) months ending December 31, 2013 (minimum 2% - maximum 5%).

Effective July 1, 2015, increase the wage scale across the board (by applying a percentage increase to the first step and maintaining 5% between steps by a percentage equal to the CPI-U, Portland-Salem for the twelve (12) months ending December 31, 2014 (minimum 2% - maximum 5%).

Section 2. Employees who obtain their intermediate and advanced certificates from the Department of Public Safety Standards and Training (DPSST) will be compensated at the rate of:

Intermediate Certificate	3.5 % per month
Advanced Certificate	5% per month

Section 3. Officers assigned to Traffic Unit, Gang Enforcement, or Detectives shall receive 3.5% per month premium to be added to his/her regular rate of pay. Effective July 1, 2014, premium increases to 5% per month added to his/her regular rate of pay. This premium is full and complete compensation for the possibility that an officer may be called out during off-duty hours. Normal reporting and call back pay provided for in Article 8 of this Agreement apply.

Section 4. Any employee serving as a Canine Officer, and who maintains certification as a Canine Officer, shall receive, in addition to his/her regular pay, a five percent (5%) premium. This premium is full and complete compensation for the care of the police canine during off-duty hours to include all compensable time and activities.

Section 5. Any employee demonstrating written and oral proficiency in the Spanish language shall receive, in addition to his/her regular pay, a five percent (5%) premium. The City is to determine a reasonable level of proficiency and the manner of testing that proficiency. An officer can receive this premium, as well as an assignment premium, at the same time.

Section 6. Officers assigned as Field Training Officers (FTO) shall receive 5% premium pay added to his/her regular rate of pay for all hours worked when assigned to an officer in a field training evaluation program.

Section 7. Officers who serve as Officers-in-Charge (OIC) of a shift shall receive one (1) additional hour of regular time pay per shift. In order to qualify, the assignment as OIC shall be made by the supervisor.

Section 8. The position of Evidence Technician is recognized as a position within the Association. The corresponding wage scale for the position is noted on Schedule "A", which is attached hereto and made a part of this Agreement by reference thereto. Step increments for this employee only are based on the receipt of acceptable/satisfactory annual performance evaluations.

Section 9. Employees may become eligible for longevity pay according to the following schedule:

After one full year at Step 5 - 3.5% of salary for personnel at Step 5; or
After ten years of employment with the City of Canby - 5% of salary.

ARTICLE 11-PER DIEM AND MILEAGE

Section 1. Employees shall be paid a per diem allowance for meals and incidental expenses for approved travel and/or training as follows:

A. For travel and/or training within the continental United States (CONUS) the per diem rate, rules and policies listed at www.gsa.gov and in effect at the time of the travel;

B. For travel and/or training outside of the continental United States (OCONUS), the per diem rate, rules and policies listed at www.dtic.mil/perdiem/pdrates.html and in effect at the time of the travel and/or training.

Section 2. Meals provided as part of a program shall be deducted from the above per diem reimbursement in an amount equal to that set forth in the Meals and Incidental Breakdown listed at www.gsa.com and in effect at the time of the travel and/or training.

Section 3. Employees shall be reimbursed actual expenses for hotel accommodations for approved travel and/or training.

Section 4. An employee required by the Chief or his designated agent to use a personally owned vehicle for City business shall be compensated at the rate listed at www.gsa.gov/mileage and in effect at the time of the travel. Mileage reimbursement is paid monthly.

ARTICLE 12 - HOLIDAYS

Section 1. The following days shall be recognized as paid holidays, regardless of the day of the week on which they occur:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
One Personal Holiday	

The personal holidays shall be scheduled by mutual agreement between the employee and the Chief and must be taken within the given fiscal year. No payment will be made for the personal holidays if they are not used, unless agreed to by the parties.

Section 2.

(A) To qualify for a paid holiday, the employee shall have been available for work or on paid leave on his/her last scheduled workday proceeding the holiday and his/her first scheduled workday following the

holiday.
(B) If a holiday falls on the employee's day off, the employee will accrue one day off, to be scheduled at a later date within the same fiscal year, with the exception of Memorial Day, which must be scheduled and taken within ninety (90) days of the holiday. The personal holiday bank shall be maintained by the City and reported on the employee's biweekly pay record.

(C) Employees required to work on recognized City holidays shall be compensated at the rate of time and one-half (1-1/2) times their regular hourly rate of pay to a maximum of ten (10) hours worked (fifteen (15) hours pay), in addition to a day's pay for the holiday. By mutual agreement between the employee and the City, such compensation may be taken in the form of compensatory time off.

Section 3. For employees who normally work a Monday through Friday shift, holidays falling on Saturday shall be observed the preceding Friday, and the holidays falling on Sunday shall be observed the following Monday.

Section 4. Whenever one of the recognized holidays fall during an employee's paid leave, the holiday will not be counted against the employee's paid leave bank.

ARTICLE 13 -VACATIONS

Section 1. All regular employees who have been in the employ of the City for at least one (1) full year shall be entitled to vacation benefits. The following vacation allowance shall be observed providing for pay in the equivalent of forty (40) hours at their regular rate of pay for each week of earned vacation.

Year of Services	Annual Accrual Rate	Max Accrual
1 to 4 years	80 hours	160 hours
5 to 9 years	120 hours	240 hours
10 to 13 years	160 hours	280 hours
14 years and over	200 hours	360 hours

The accrual rate per pay period shall be the annual accrual rate divided by the total number of pay periods.

Section 2. Employees who leave the employ of the City after having been employed for one (1) or more years shall be paid in one (1) lump sum for any accrued but unused vacation benefits upon separation.

Section 3. All time off for vacation shall be by mutual agreement between the supervisor and the employee. In the event of a conflict between the employees regarding time of their vacations, then the principle of seniority shall prevail. Employees shall be permitted to choose either split or full vacation periods.

ARTICLE 14- SICK LEAVE

Section 1. All full-time employees employed by the City for ninety (90) days or more shall be entitled to accumulate ninety-six (96) hours of sick leave annually. The accrual rate per pay period shall be the annual accrual rate divided by the total number of pay periods.

Section 2. The City may require a doctor's certificate to substantiate loss of time due to illness or off-the-job accidents after the employee has missed three (3) consecutive days. Employees taking time off for their own illness, injury, medical or dental appointments shall have such time off charged against their

sick leave benefits.

An employee may use up to one day of sick leave to care for or make arrangements for the care of an ill member of the immediate family.

Section 3. Upon retirement under the City's retirement plan, an employee shall be cashed out at the rate of fifty percent (50%) of the amount of employee's accumulated but unused sick leave, up to a maximum of one thousand (1,000) hours based on employee's wage at the time of retirement.

Section 4. An employee off work due to an on-the-job injury shall be allowed to use accumulated sick leave to supplement the difference between his/her net pay and workers' compensation payments for forty-five (45) days from the date of the injury. The City will supplement the difference thereafter for a period of up to forty-five (45) calendar days. The City's supplement may be extended at the discretion of the City Council.

Section 5. The City will allow employees to take parental or family and medical leave in accordance with State and Federal law. An employee shall utilize all accrued paid leave in excess of sixty (60) hours prior to taking unpaid leave.

ARTICLE 15 - FUNERAL LEAVE

Section 1. In the event of a death in the employee's immediate family, said employee shall be entitled to a leave of absence with pay up to three (3) working days to make arrangements for and/or attend the funeral. Additional time may be granted by the City Administrator. The Employee's immediate family shall include: spouse, ex-spouse, domestic partner, children, step-children, parents, brothers, step-brothers, sisters, step-sisters, grandparents, mothers-in-law, fathers-in-law, brothers-in-law and sisters-in-law, aunts and uncles.

ARTICLE 16 - JURY DUTY

Section 1. Employees shall be granted leave with full pay any time they are required to report for jury duty or jury service, provided, that the employee endorses all checks received from the court for those services over to the City. If an employee serving jury duty is excused, dismissed or not selected, then he shall report for his regular work assignment as soon as possible.

ARTICLE 17 - EDUCATIONAL LEAVE

Section 1. Educational leave will be at the discretion of the City Administrator.

ARTICLE 18 - LEAVE OF ABSENCE

Section 1. All regular employees may be granted a leave of absence without pay for a period of time, up to twelve (12) months, if in the judgment of the City Administrator, such leave would not seriously handicap the employee's department. All requests for such leave must be submitted to the City Administrator in written form as soon as possible prior to the time of the requested leave and must include a complete justification for the leave, except in the case of an off-the-job accident, in which case the leave may start immediately.

While on such leave, the employee shall not be entitled to accrual of any benefits such as vacation, sick leave, retirement contributions, etc., but shall not lose seniority accrued previous to beginning the leave. Employees on such leave shall be eligible for health and welfare insurance coverage at the employee's own expense for the maximum period of time allowed by the insurance carrier.

The City will pay the Health & Welfare insurance premium for employees on approved leave of absence due to the serious illness of the employee or a family member in accordance with Federal and State law.

ARTICLE 19- HEALTH & WELFARE/DENTAL/PRESCRIPTION DRUGS

Section 1. The City will provide group medical/drug, vision, and dental/ortho insurance coverage for full time employees and their dependents.

The City will pay 90% of the premium costs of the group plan [Option 1] in place for each tier of coverage. The group health plan includes medical/drug, vision and dental/orthodontia coverage. Employees electing alternative plan options made available by the City may apply these contribution amounts towards such coverage and are responsible for any remaining premium costs. Any premium costs not covered by the City shall be paid by the enrolled employee through automatic payroll deduction.

The group insurance coverage provided above will be subject to annual review and recommendations by an insurance Benefits Advisory Committee consisting of an equal number of represented Canby Police Association members, AFSCME members, and management committee members.

Section 2. During the term of this Agreement, the City will provide one and one- half (1 1/2) times an employee's annual salary as life insurance and death benefits for all bargaining unit members.

Section 3. The City shall provide a program of long term disability insurance for all employees.

Section 4. The City and Canby Police Association will reopen Article 19 [Health & Welfare/Dental/Prescription Drugs] and Article 10 [Wages] for negotiations if insurance premium increase exceeds ten (10) percent.

ARTICLE 20 - RETIREMENT

Section 1. The City agrees to continue its participation in the Oregon State Public Employees Retirement System, and the Oregon Public Service Retirement Plan, and, further, the City agrees to pay the six percent (6) employee contribution.

ARTICLE 21 - SAFETY COMMITTEE

Section 1. The City shall have a Safety Committee and will hold periodic safety meetings with the employees. One employee selected by the Association shall be on the safety committee without loss of pay for participating in official safety committee business. This voluntary representation during off-duty hours shall not be considered hours worked for compensation purposes.

ARTICLE 22 - GRIEVANCE PROCEDURE

Section 1. Grievance Procedure. Any grievance or dispute which may arise between the parties with regard to the application, meaning or interpretation of this Agreement shall be settled in the following manner:

> Step 1. The employee, with or without his Association representative, shall present the matter in writing to the Chief within fourteen (14) calendar working days, from the date the grieving party first became aware of the problem giving rise to the grievance. Within seven (7) calendar days after receipt of the report, the Chief shall attempt to resolve the matter and submit his answer in writing to the employee and association representative.

Step 2. If the grievance still remains unsettled, the Association may within fourteen (14) calendar days after the reply of the Chief is received or the date that such reply is due, submit the grievance in writing to the City Administrator. The City Administrator shall respond in writing to the employee and Association representative within seven (7) calendar days.

Step 3. If the grievance still remains unresolved, the Association may submit the matter to binding arbitration within fourteen (14) calendar days of the date reply is received from the City Administrator or the date that such reply is due.

Section 2. This arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Association within seven (7) calendar days after notice has been given. If the parties fail to select an arbitrator, the State Employment Relations Board shall be requested by either or both parties to provide a panel of seven (7) arbitrators. Both the Employer and the Association shall have the right to strike three (3) names from the panel. A coin toss shall determine the first strike. Following the first strike the other party shall then strike one (1) name. The process will be repeated twice and the remaining person shall be the arbitrator.

The arbitrator shall render a decision no later than thirty (30) calendar days after the conclusion of the final hearing. The power of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated and to resolve the grievance within the terms of this Agreement.

The decision of the arbitrator shall be binding both parties. The costs of the arbitrator shall be borne by the losing party. Each party shall be responsible for the cost of presenting its own case to arbitration. Any or all time limits specified in the grievance procedures may be waived by mutual consent of the parties.

ARTICLE 23 - STRIKE/LOCKOUT

Section 1. The Association agrees that during the term of this Agreement, its membership will not engage in any strike, work stoppage, slowdown, or interruption of City services as per Oregon Law, and the City agrees not to engage in any lockout.

ARTICLE 24 - PERSONNEL RECORDS

Section 1. No material in any form which can be construed, interpreted, or acknowledged to be derogatory shall be placed in an employee's personnel file, unless such employee has first been allowed to read such material. Any employee may, upon request, have access to his personnel file. Any employee may also have the right of reproduction of his personnel file in full or in part at no charge if the materials are needed to aid in the defense against a disciplinary action. No portion of any employee's file shall be transmitted without the explicit consent and request of the employee other than those authorized by the City or by order of a court of competent jurisdiction.

Section 2. The City shall maintain only one personnel file. An employee's supervisor may keep a "working file" for purposes of personnel evaluations.

Section 3. Records of discipline that involve measures up to and including written reprimands shall, upon request of the employee, be removed from the employee's personnel files after three (3) years and given to the employee. Records of suspensions shall be removed from the employee's personnel files after seven (7) years, upon request of the employee, and given to the employee. If a subsequent disciplinary action(s) is imposed prior to removal of a record of discipline or suspension under this section, the time for removal shall be computed from the subsequent disciplinary action.

ARTICLE 25- ASSOCIATION BUSINESS

Section 1. The City shall provide a bulletin board for the Association to post bulletins and other material pertaining to its members.

Section 2. Members of the Association who are officially designated as representatives of the Association, shall be permitted to attend negotiating meetings and/or contract administration sessions, as the need may arise. These employee representatives shall not forfeit pay if such meetings are held during their working hours, provided they are for legitimate reasons. An employee abusing this privilege to handle Association business on City time, could result in the employee forfeiting all or part of his pay for such time. At no time shall the City be obligated to pay more than two (2) representatives of the Association at any one time for such Association business.

Section 3. The City agrees to deduct monthly membership dues from the pay of employees covered by this Agreement upon the submission of a signed request by the employee on a form provided by the City for that purpose. The City will not be held liable for deduction errors but will make proper adjustments with the Association for errors as soon as is practicable. Membership or nonmembership 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 defined in ORS 243.650(18). The non-association of employees, based on religious objections, shall be guarded as provided for under state and federal law.

ARTICLE 26 – LIGHT DUTY ASSIGNMENT

Section 1. An employee injured on the job may be required to perform light duty assignments. An employee injured off of the job may request light duty assignments. In each case the City may require an independent medical examination to determine whether the employee is fit for light duty assignments, and, if so, the types or nature of activity that the employee may or may not perform. If the examination is not covered by the employee's health insurance coverage, it shall be paid for by the City. The City will provide the employee with a form of physician's release to be completed by the examining doctor.

An employee assigned to light duty will be assigned to an administrative schedule that is typically Monday through Friday from 0800 to 1600, although the schedule may be adjusted based on the operational needs of the City. A light duty assignment is a temporary accommodation.

ARTICLE 27 -TRAUMATIC INCIDENTS

Section 1. An employee directly involved in a traumatic incident while in the performance of his duty shall have the opportunity to undergo a traumatic incident debriefing with a medical doctor or psychologist jointly designated by the Association and City. The City may require an employee involved in a traumatic incident to undergo such debriefing. The debriefing shall be for the purpose of allowing the employee to deal with the moral/ethical and/or psychological effects of the incident. The debriefing shall be confidential and shall not be divulged to the Department for any reason, except as provided below. If the debriefing is not covered by the employee's health insurance coverage, it shall be paid for by the City.

An employee may be placed on administrative leave with pay if warranted. The decision to place the employee on administrative leave and the length of the leave shall be made by the City after consultation with the person conducting the debriefing, whose recommendation shall be limited to the need for and length of the recommended leave.

ARTICLE 28 - INDEMNIFICATION AGAINST LIABILITY

Section 1. The City shall defend, save harmless, and indemnify any employee against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of duty except in case of malfeasance or willful or wanton neglect of duty.

ARTICLE 29 - OTHER EMPLOYMENT

Section 1. No employee may engage in employment with another employer while in the employ of the City, unless he has first received written approval from his department head and the City Administrator.

ARTICLE 30 - PROTECTIVE CLOTHING/UNIFORMS

Section 1. The City shall provide employees with protective clothing and uniforms when they are required as a condition of employment. Such items shall be considered as the property of the City and shall be returned to the City upon termination of employment, prior to the employee's final payment of wages. The care and cleaning of such clothing shall be the responsibility of the employee. The City shall pay all bargaining unit employees a cleaning allowance of fifty dollars ($50.00) per month.

Section 2. The City shall provide a plain clothes clothing allowance of fifty dollars ($50.00) per month to employees assigned to detective duties.

Section 3. The Department and Association shall establish a process through which an employee may be allowed to use police-related personal property in carrying out their police responsibilities. This process will include a responsibility by the employee to report damage, destruction, theft or loss of personal property in a timely fashion. If the clearance and reporting requirements are met, the City agrees to reimburse employees for personal property stolen, damaged, lost or destroyed as a result of the use of such property in the employee's performance of duties. However, such reimbursement will not be required where the property was adversely affected due to an intentional act by the employee or as a result of the employee's gross negligence.

Section 4. The City will reimburse employees annually in the amount of one hundred fifty dollars ($150.00) for the purchase of footwear to be used in carrying out their police responsibilities on behalf of the City.

ARTICLE 31 –PHYSICAL FITNESS INCENTIVE

Recognizing that physical fitness is beneficial to the health and well-being of employees, in addition to lowering the potential costs of healthcare and work related injuries, a physical fitness incentive will be established beginning July 1, 2009.

Effective July 1, 2009, and once per fiscal year thereafter, employees will be provided the opportunity to participate in the DPSST certified ORPAT course as a component of the departments mandatory scheduled training. Scheduling of this testing shall be determined by the Chief of Police. Participation in the timed ORPAT test for the physical fitness incentive is voluntary. Any voluntary participation in the ORPAT testing during the initial scheduled training will be done "on duty time".

Employees who are unable to participate in the scheduled ORPAT test due to a reasonable conflict must submit a written request to the Chief of Police prior to the training date requesting authorization for an excused absence. The Chief of Police will schedule a second test date within sixty (60) days for authorized employees to participate in the ORPAT course on their own personal time. The date and location of the second scheduled ORPAT test will be at the discretion of the Chief of Police.

For purposes of this agreement, the minimum standard for passing will be the time established as passing by DPSST for an Entry Level Police Officer. Recognizing that passing standards for ORPAT may change at the discretion of DPSST, it is hereby established that the standard used by the City of Canby as passing, will be the standard used by DPSST and in effect at the time of the testing.

Those employees who successfully complete the ORPAT course in a time that is considered passing, will receive an incentive bonus of two hundred fifty dollars ($250.00). The incentive will be paid in one lump sum through payroll and the parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and Oregon payroll tax deduction. Employees must be off probation to be eligible for the incentive.

Employees who do not successfully complete the ORPAT course will not be eligible for the incentive.

Employees who voluntarily seek this incentive, but do not meet the minimum ORPAT passing standard as defined in this agreement, will not be deemed "physically unfit for duty." In addition, an employee will not be negatively treated by the City of Canby, or its supervisors, due to not passing the ORPAT standard as defined in this agreement. Recognizing that participation in this incentive program is purely voluntary, those employees who opt not to participate, will not receive discipline, or be negatively treated by the City of Canby, or its supervisors, for this choice.

ARTICLE 32 - SAVINGS CLAUSE

Section 1. Should any provision of this Agreement be found to be in conflict with any federal or state law, or final decision of any court of competent jurisdiction, or ruling or decision of any administrative agency, said provision shall be modified to comply with said law or decision and all other provisions of this Agreement shall remain in full force and effect.

ARTICLE 33 - DURATION OF AGREEMENT

Section 1. This Agreement shall become effective upon signing, with wages, insurance, and all economic benefits retroactive to July 1, 2013. This Agreement shall remain in full force and effect through June 30, 2016.

This Agreement shall remain in full force and effect from year to year thereafter, unless either the City or the Association or both shall serve notice in writing on the other party at least sixty (60) days prior to the expiration of the Agreement or any subsequent anniversary date of this Agreement, requesting that the Agreement be opened for changes and/or termination. In that case, the Agreement shall remain in full force and effect until a new agreement is signed by both parties.

FOR: CITY OF CANBY

By: _____
Mayor

By: Greg Ellis
City Administrator

Date: 9-19-13

FOR: CANBY POLICE ASSOCIATION

By: _____
President

By: _____
Secretary

Date: 9/16/13

Canby Police Association
Salary Schedule A
Effective July 1, 2013

Position	Step 1	Step 2	Step 3	Step 4	Step 5
Police Patrol	4743	4980	5229	5491	5765
Sergeant	5747	6034	6336	6653	6986
Evidence Technician	3786	3975	4174	4383	4602

Includes 2.3% COLA based on CPI-U Portland/Salem average for the previous calendar year
(Minimum 2% - Maximum 5%)

The base rate per pay period shall be the monthly rate multiplied by twelve (12) months and divided by the total number of pay periods.