

**UMATILLA PERSONNEL COMMITTEE MEETING**  
**AGENDA**  
**700 6TH STREET UMATILLA, OR 97882**  
**APRIL 14, 2021**  
**12:00 PM**

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1. **CALL MEETING TO ORDER**

2. **ROLL CALL**

3. **ACTION ITEMS**

- 3.a **Police Union Collective Bargaining Agreement**. *Suggested Action: Motion to bring proposed 2021-2023 Police Union Collective Bargaining Agreement to City Council at their May 4, 2021 Regular Meeting.*

*Review the updates to the 2021-2023 Collective Bargaining Agreement. With Committee approval, this item will go before City Council at their May 4, 2021 meeting.*

- 3.b **Preliminary City Manager Contract Negotiation** *Suggested Action: Motion to approve bringing the entire updated agreement to City Council at their May 4, 2021 Regular Council Meeting.*

*Review Proposed City Manager updated contract. Staff will bring various analysis for review to handout at this meeting.*

4. **DISCUSSION ITEMS**

- 4.a **City Employee Handbook Proposed Update** *Suggested Action: Discussion only. We will present a brief, though not comprehensive, update the progress we are making on an Update to the Employee Handbook. We will bring this item back to Personnel Committee in June with the hope to bring it to Council Workshop in July and ultimate adoption at Council in August.*

- 4.b **Good of the Order** *Suggested Action: Discussion*

5. **ADJOURN**

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CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Police Union Collective Bargaining Agreement.	<b>Meeting Date:</b> 2021-04-14
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<b>Department:</b> City Administration	<b>Director:</b> David Stockdale	<b>Contact Person:</b> David Stockdale	<b>Phone Number:</b>
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<b>Cost of Proposal:</b> Approximately \$145,000	<b>Fund(s) Name and Number(s):</b> General Fund - 01
<b>Amount Budgeted:</b> Proposed Budget Total: \$1.96 million	

<b>Reviewed by Finance Department:</b> Yes	<b>Previously Presented:</b> February 2021 to City Council
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**Attachments to Agenda Packet Item:**

[CBA 07.01.21-06.30.24.docx](#)

**Summary Statement:**

Motion to bring proposed 2021-2023 Police Union Collective Bargaining Agreement to City Council at their May 4, 2021 Regular Meeting.

Review the updates to the 2021-2023 Collective Bargaining Agreement. With Committee approval, this item will go before City Council at their May 4, 2021 meeting.

**Consistent with Council Goals:**

Goal 5 : Perform at the Highest Levels of Operational Excellence

**BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF UMATILLA**

**AND**

**UMATILLA PUBLIC SAFETY ASSOCIATION**

**July 1, 2021 - June 30, 2024**

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## **ARTICLE 1 – RECOGNITION**

**Section 1.** The City recognizes the City of Umatilla Public Safety Association (herein referred to as Association) as the exclusive bargaining agent for all Police Officers, Administrative-Dispatchers and Code Enforcement Officer working part-time or more; (part-time defined as an employee who works at least twenty [20] hours per week) excluding supervisors and confidential employees which include the Police Chief, Operations Lieutenant, Patrol Sergeant and temporary employees (temporary defined as an employee who is employed a maximum of one hundred and twenty [120] days).

**Section 2.** The City shall not enter into any agreements regarding employment relations with any other organization or individual claiming to represent any group of employees in the bargaining unit nor engage in any conduct which would recognize anyone other than the Association as a representative of employees in the unit, unless specifically authorized to do so by the Association.

## **ARTICLE 2 – ASSOCIATION RIGHTS**

**Section 1.** Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any employee organization because of his/her exercise of these rights.

**Section 2.** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without illegal discrimination as to age, marital status, race, color, sex, sexual orientation, creed, disability, religion, national origin, Association affiliation or political affiliation. The Association shall share equally with the City the responsibility for applying the provisions of this Agreement.

**Section 3. Notification of Association Coverage.** When a person is hired in any classification represented by the Association, the City shall notify him/her that the Association is the recognized bargaining representative.

**Section 4. Dues Deductions.** Upon written consent of an employee within the bargaining unit, the City will begin deducting Association dues or other deductions for the next pay period and will continue to make the regular deduction until such time as the Association notifies the city in writing that the employee has withdrawn his/her membership. The aggregate deductions of all employees shall be remitted together with an itemized statement, which shall include the following information on each bargaining unit employee each month in electronic form when the City has the appropriate technology. Name, amount deducted, SSN, designation (i.e., member, fair share or religious objection), classification, job category, (e.g., full-time or part-time) base pay, work location, work phone and hire date, to the Association no later than the tenth [10<sup>th</sup>] of the month following the month for which the deductions were withheld.

**Section 5. Leaves of Absence.** Upon returning from leaves of absence, the City shall reinstate the payroll deduction of Association dues for those workers who were on dues check-off immediately prior to taking leave.

**Section 6.** Members of the bargaining unit elected to serve as authorized representatives of the Association, shall be expected to perform their duties as a representative of the Association on their own time, except as provided in the grievance procedure.

**Section 7. Association Stewards.** The Association shall notify the City in writing of the names of Association Stewards and Representatives. Stewards and/or Representatives may process grievances and have access to the premises during regular business hours as long as the City's operations are not unduly interrupted.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

**Section 1.** The parties agree that the City retains all the customary, usual, and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the City or any part of it. Rights of employees in the bargaining unit and the Association are limited to those set forth in this Agreement or provided by Oregon statute, and the City retains all prerogatives, functions and rights not limited by the terms of this Agreement.

**Section 2.** It is recognized that the city has and will continue to retain the exclusive right and responsibility to operate and manage the Police Department, its facilities, properties and the activities of its employees in accordance with such policy or procedure for which members and the Association have received proper notice. When the Personnel Policy is reviewed and amended, a member of the bargaining unit will be made part of the body conducting this review.

**Section 3.** Without limiting the generality of the foregoing, it is expressly recognized that the City's operational and managerial responsibility include:

(a) The right to determine location of the police stations and other facilities of the Department, including the right to establish new facilities and to relocate or close old facilities.

(b) The determination of the financial policies of the Department including the general accounting procedures, inventory of supplies, equipment procedures and public relations.

(c) The determination of the management, supervisory and administrative organization of the Department and the selection of employees for promotion to supervisory, management or administrative positions.

(d) The maintenance of discipline and control and use of property and facilities.

(e) The determination of safety, health and property protection measures where legal responsibility of the City or other governmental unit is involved.

(f) The right to enforce the rules and regulations now in effect and to establish new rules and regulations following proper notice to the Association.

(g) The direction and arrangement of all the working forces in the system, including the right to hire or transfer employees and suspend, discharge and discipline employees for just cause.

(h) The right to relieve employees from duty with just cause.

(i) The creation, combination, modification or elimination of any position.

(j) The determination of the size of the working force, the allocation and assignment of work to employees, the determination of the policies affecting the selection of employees and the establishment of quality standards and judgment of employee performance.

(k) The determination of the layout and the equipment to be used and the right to plan, direct and control Department activities.

Nothing in this agreement shall limit the City's contracting or subcontracting of work or shall require the City to continue in existence any of its present operations in its present form/location and/or any other basis.

**Section 4.** The foregoing enumerations of the functions of the City shall not be considered to exclude other functions of the Employer. Unless specifically set forth in this Agreement, the City retains all functions and rights to act not specifically nullified by the Agreement.

#### **ARTICLE 4. – SICK LEAVE**

**Section 1.** All employees accrue sick leave benefits as an insurance against the impact of illness or injury. Sick leave shall accrue at the rate of eight (8) hours per calendar month. Accrual shall begin on the employee's date of employment. Sick leave accumulated prior to the date of execution of this Agreement shall be credited to each employee's accumulated sick leave. Part-time employees who work at least twenty [20] hours per week shall accrue sick leave on a prorated basis. Unused sick leave shall be unlimited.

**Section 2.** An employee can use accrued sick leave when unable to perform work duties by reason of illness or injury, dental or medical appointment, exposure to a contagious disease, or illness or injury to an immediate family member where such illness or injury requires the presence of the employee.

**Section 3.** Immediate family shall be the employee's husband, wife, domestic partner, son, daughter, father, mother, brother, sister, grandfather, grandmother, grandchildren, father-



in-law, mother-in-law, grandfather-in-law, grandmother-in-law, or any other relative living in the employee's household. The term "Immediate Family" shall include step or half relations.

**Section 4.** The City Manager or Chief of Police may require certification of an attending physician or practitioner to substantiate that an illness or injury prevents the employee from working or that the employee is released to return to work. Any charge for the certification will be paid by the City.

**Section 5.** Approved absence from work to attend funerals for any other persons other than the immediate family will be charged to vacation leave, sick leave or leave without pay.

**Section 6.** Upon retirement, all employees will be compensated for accumulated, unused sick leave in the form of increased retirement benefits as allowed under provisions of the Oregon Public Employees Retirement System, ORS 238.350.

**Section 7.** Sick leave shall not accrue during any period of leave of absence without pay. Compensation for accrued sick leave shall be allowed for any employee when the employee is separated from City service. Sick leave will be compensated based upon current pay on date of separation. The employee will be paid the dollar amount resulting (less withholding) not to exceed eighty (80) hours pay as computed based on the employee's current salary rate. This amount will be reduced on a day-for-day basis by sick leave taken during the immediate past six [6] months.

**Section 8.** Employees who do not use any of their accrued sick leave from July 1 to June 30 of each year of the contract shall receive eight (8) extra hours off per contract year. Such day off shall be taken on a mutually acceptable day, but within thirty [30] days of the day requested by the employee.

## **ARTICLE 5 – VACATIONS**

**Section 1. Vacation Leave for Full-time Permanent Employees.** After having served in the City service for six [6] full calendar months, full-time employees shall be credited with 48 hours of vacation leave thereafter vacation leave shall accrue as follows:

<u>Years of Service</u>	<u>Hours Per Year</u>
After 1 year	80 hours
After 3 years	120 hours
After 5 years	140 hours
After 10 years	160 hours
After 15 years	180 hours

**Section 2.** Compensation for use of accrued vacation shall be at the employee's prevailing straight-time rate of pay.

**Section 3.** In the event of termination, any unused vacation shall be paid to the employee. Probationary employees who terminate for any reason shall not be entitled to payment of accrued vacation leave.

**Section 4.** In the event of an employee's death, except probationary employees, all monies due the employee for accumulated vacation and salary shall be paid as provided by law.

**Section 5.** An employee who has lost work because of a job-related illness or injury shall not suffer a reduction in vacation credits. Vacation credits shall continue to be earned while an employee is using earned sick leave.

**Section 6.** Service with a jury shall be considered time worked provided that the person is not on a leave of absence.

**Section 7.** If an employee has a break in service and that break does not exceed six [6] months, the employee shall be given credit for the time prior to the break in service.

**Section 8.** Time spent in actual City service or on leave for military, educational or job-incurred disability leave without pay shall be considered as time in the City service in determining length of service for vacation accrual rate.

**Section 9.** Vacation hours may accumulate to a maximum of two hundred fifty [250] hours.

**Section 10.** Employees who work at least twenty [20] hours per week shall accrue vacation leave on a prorated basis.

**Section 11.** No employee may be placed on vacation leave and no accrued vacation time may be utilized without specific authorization of the employee except:

(a) That employees shall have their vacation time paid in full when they are terminated or laid off or when granted a military or educational leave. Under leaves of absence without pay of not more than ninety [90] days, employees shall have the option of leaving their vacation time on the books.

(b) Bargaining unit members may not be required to take vacation when leaving for military or reserve service as per existing federal and state law.

(c) To avoid losing vacation, the employee must request vacation leave, or when such leave is impossible, a cash payment of not more than forty [40] hours shall be made. In lieu of cash payment, the Employer shall schedule time off in excess of two hundred fifty [250] hours within thirty [30] days prior to the date the vacation leave would reach two hundred fifty [250] hours.

**Section 12. Vacation Scheduling.** The Department shall provide a sign-up period for vacation in each year prior to January 1. Subject to the operating requirements of the unit, an employee shall have first choice of vacation. If two [2] or more employees in the same first line supervisory work unit request the same periods of time and the matter cannot be resolved by agreement of the parties concerned, the employee having the greatest length of service with the City shall be granted the time off once a year. After January 1, any employee who

first requests to schedule a vacation date not in conflict with a previously scheduled vacation shall be granted the time subject to the operating requirements of the unit.

**Section 13.** Vacations that have been scheduled and approved may not be cancelled by the City except in the event of an emergency. When unrecoverable vacation deposits are incurred by an employee, and the vacation is cancelled by the City, the city shall pay the unrecoverable deposits. The City may require proof of unrecoverable deposits.

**Section 14.** For purposes of the Article, “service” with the City is defined as service without a break due to resignation or termination.

## **ARTICLE 6 – OTHER LEAVES**

Other legally required leaves will be granted in conformance with current state and federal law.

**Bereavement Leave.** In the event of a death in the employee’s immediate family, an employee, upon request, shall be granted a leave of absence with pay not to exceed forty (40) hours. If an employee wishes to use more than forty (40) hours, they are required to use any available sick or vacation leave during the period of bereavement leave.

**Military Leave.** In compliance with federal and state law, employees who absent themselves from work for a period of active service with the National Guard or a reserve component of armed forces of the United States or active duty in the United States armed forces shall be granted leave of absence without loss of current seniority, position or rank in the Department.

## **ARTICLE 7 – HEALTH AND ACCIDENT INSURANCE**

Section 1. Effective July 1, 2021 through June 30, 2024 the City shall provide group health, group dental, group vision and group prescription drug plans to employees who work on a permanent basis for twenty [20] or more hours per week. The City agrees to pay one hundred percent [100%] of the cost of the premium of employee plus [+] one on the plan established by the City and pay sixty percent [60%] of the premium above this cost for all

other bargaining unit employees. The remaining forty percent [40%] of the cost above this amount shall be picked up by the employee.

If the current plan is no longer available, or before any changes to a different insurance provider or plan are made, the City agrees that an employee committee (to include at least one member of the bargaining unit) shall be formed to research new provider and/or plan options that would be voted on by all City employees eligible for health insurance.

On the job injuries – the City shall continue to pick-up the cost of the group health, group dental, group vision and group prescription drug plan in accordance with the contract terms and the employees selected plan and continue to pay the PERS contribution for any officer who is injured while on duty for a period of one [1] year.

The City will make available a Section 125 plan for the employee's portion of the insurance premium. The City shall also provide \$20,000 of life insurance, double indemnity for accidents, to employees who work on a permanent basis for more than twenty [20] hours per week.

## **Section 2. Voluntary Employees' Beneficiary Association (VEBA)**

The City will contribute a set dollar amount into a VEBA account on behalf of the employee, on an annual basis (January). The amount of the contribution is based upon the employee's enrollment status in the City of Umatilla's medical benefits program as of January 1<sup>st</sup>.

The dollar amount of the employee's contribution is subject to the number of dependents they cover in the City of Umatilla's medical benefits plan: employee only (\$500), employee +1 (\$1,000), or employee +2 or more (\$1,500).

The employee must be enrolled in the City of Umatilla's medical benefits program in order to qualify for a VEBA contribution.

New-hires may receive a pro-rated VEBA Contribution as follows:

Employment date between January 1 <sup>st</sup> and March 31 <sup>st</sup>	75%
Employment date between April 1 <sup>st</sup> and June 30 <sup>th</sup>	50%
Employment date between July 1 <sup>st</sup> and September 30 <sup>th</sup>	25%
Employment date between October 1 <sup>st</sup> and December 31 <sup>st</sup>	0%

The New Hire pro-rated contribution will be made within 30 days of becoming covered in the plan.

Current employees, covered under another health plan at the time of open enrollment, who lose their coverage due to a qualifying event (as defined by the IRS—divorce, job loss, reduced hours, etc.) and who enroll in the City of Umatilla’s medical plan within 31 days of losing that coverage, may be eligible for a pro-rated VEBA contribution. The pro-rated amount will be based upon the date of enrollment into the City of Umatilla’s plan:

Enrollment date between January 1 <sup>st</sup> and March 31 <sup>st</sup>	75%
Enrollment date between April 1 <sup>st</sup> and June 30 <sup>th</sup>	50%
Employment date between July 1 <sup>st</sup> and September 30 <sup>th</sup>	25%
Employment date between October 1 <sup>st</sup> and December 31 <sup>st</sup>	0%

The Qualifying Event pro-rated contribution will be made within 30 days of becoming covered in the plan.

**Section 3. Long Term Disability.** The City will provide Long Term Disability coverage for the employee. The City agrees to pay one hundred percent [100%] of the cost of the premium of employee.

**Section 4. Life Flight Coverage.** The City will provide annual membership to the LifeFlight Network.

## **ARTICLE 8 – RETIREMENT**

**Section 1.** The City shall continue to provide the present employee retirement plan provided through the Oregon Public Employees Retirement System.

**Section 2.** The City will “pick-up” the employee’s contribution to the Public Employees Retirement Fund upon completion of six [6] full months of service. The full amount of required employee contributions “picked-up” or paid by the City on behalf of employees pursuant to this Agreement shall be considered as “salary” within the meaning of ORS 238.005(20) for the purposes of computing an employee member’s “final average salary” within the meaning of ORS 238.005(8) but shall not be considered as “salary” for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 238.200. Such “pick-ups” or paid employee contributions shall be credited to the employee amount pursuant to ORS 238.005 to 238.715.

**Section 3.** All employees are given the opportunity to contribute to a voluntary deferred compensation program through One America. If the employee decides to participate, the City of Umatilla will provide a 50% match up to a maximum of 3% of the employee’s salary. For example, if an employee contributes 6% of their salary, they will receive the maximum 3% City contribution. If the employee contributes 4% of their salary, they will receive a 2% City contribution.

## **ARTICLE 9 – ASSOCIATION/MANAGEMENT COOPERATION**

**Section 1.** The Association recognizes that employment at a fair wage can continue only as long as a high level of productivity is maintained. The parties agree that this result is dependent upon achieving a high quality of individual employee performance and efficiency and the Association undertakes to encourage its members in the attainment of this objective.

**Section 2.** The Association agrees to cooperate with the City in an effort to minimize practices which result in a loss of efficiency and needless expense. Specifically, the cooperation will include elimination of waste of time, waste of materials, conservation of equipment and reduction of absenteeism.

## **ARTICLE 10 – INDEMNIFICATION AGAINST LIABILITY**

The City shall provide liability insurance, providing protection for possible claims arising out of acts committed by the employees acting within the scope of their employment or duties, whether arising out of a governmental or proprietary function or while operating a motor vehicle in a ride-sharing arrangement. Such insurance shall cover all costs, including attorney's fees, connected with proposed or threatened suits and negotiated settlements, except in cases of malfeasance in officer or willful or wanton neglect of duty.

## **ARTICLE 11 – SENIORITY**

**Section 1.** Seniority as used in this Agreement is determined by the length of an employee's continuous service with the Police Department, since the employee's first date of hire as a full-time employee, regardless of changes in the classification. Employees with the same date of hire shall have their seniority determined by random lot.

**Section 2. Part-time Computation.** All part-time service shall be credited on a prorated basis.

## **ARTICLE 12 – PERSONNEL RECORDS**

**Section 1.** Each employee shall have the right to review the contents of his/her own personnel file. At the employee's option he/she may request to be accompanied by an Association representative of his/her choosing.

**Section 2.** Access to a staff member's personnel file shall be limited to only the individual employee involved and/or his/her designated representative, such supervisors and administrators of the City who are assigned to review or place material therein, and such clerical personnel whose duty it is to maintain personnel files.

**Section 3.** Material, which in any form can be derogatory towards the employee, shall not be placed in an employee's personnel file that does not bear either the signature of the employee indicating that the employee has been shown the material, or a statement by the employee's supervisor that the employee has been shown the material and has refused to sign it. A copy of such material shall be furnished to the employee upon request. An employee's



personnel records shall be available to him/her, or the employee designated representative for inspection upon request.

**Section 4.** Letters of caution, consultation, warning, admonishment and reprimand shall be considered temporary contents of the personnel records and shall be removed from the personnel file and destroyed no later than three [3] years after they have been placed in the employee's personnel file if no further similar misconduct has taken place. However, documentation of protected class harassment or excessive use of force shall be removed as indicated above but shall not be destroyed. Such documentation shall be retained in a separate confidential file with the City Manager and may be used only to defend against legal action brought against the City or to support the City's dismissal of an employee if challenged through arbitration.

**Section 5.** Material placed in the personnel record of an employee without conforming with the provisions of this article shall not be permitted to be used by the City in any disciplinary proceeding involving the employee. No portion of an employee's file shall be transmitted without the explicit consent and request authorized within the City or by order of competent court.

### **ARTICLE 13 – GRIEVANCE PROCEDURE AND ARBITRATION**

**Section 1.** The purpose of the grievance procedure shall be to settle differences between the City and employees as quickly as possible to ensure efficiency and to promote employee's morale. A grievance means an alleged violation of a specific term of this Agreement and will be resolved in the following manner:

**Step 1.** In cases involving a complaint by an employee or employees, the representative of the Association or the aggrieved employee or employees with or without the presence of the representative of the Association, shall present the complaint in writing, within ten [10] working days after it arises, to the immediate supervisor.

**Step 2.** If the complaint, having been presented to the immediate supervisor, is not satisfactorily resolved within ten [10] working days thereafter, the representative of the

Association or the aggrieved employee or employees may file it as a grievance, in writing, to the Police Chief/City Manager.

With respect to any complaint submitted to the Police Chief/City Manager by the representative of the Association in compliance with Step 2, the parties shall make earnest effort to reach an early agreement and shall be permitted to have present at their joint discussions of the matter any person or persons which either of them considers essential to satisfactory settlement. This procedure shall commence within ten [10] working days. If the parties do not meet within this time, either party may proceed to Step 3.

**Step 3.** If no agreement is reached at Step 2 and upon request of either party the unresolved issue will be submitted for binding arbitration. The parties will select an arbitrator to whom the issue shall be submitted for decision, either by mutual agreement or from a list obtained from State Mediation and Conciliation Service within ten [10] days of receipt of such list.

Any of the time limitations specified in the above prescribed procedure may be extended by mutual consent of the parties. In the absence of such mutual consent, noncompliance with any of the time limitations shall constitute waiver of the grievance.

**Section 2.** Meetings arranged by the parties hereto for the purpose of processing grievances or dealing with other matters relative to the administration of the Agreement shall not result in a loss of pay for employees who attend such meetings while on duty.

**Section 3.**

(a) An arbitrator shall not change, modify or add to the provisions of the Agreement in any way and shall act only on the contractual obligations contained in this Agreement.

(b) An arbitrator's decision shall be final and binding on all parties to the complaint or grievance.

(c) The fees and expenses of the arbitrator shall be shared equally by the City and the Association. All other expenses shall be paid by the incurring party.

## **ARTICLE 14 – UNIFORMS**

**Section 1.** Uniforms required to be worn by employees in the Police Department shall be furnished by the City.

**Section 2.** No employee shall be required to wear any part of a uniform that is deteriorated or has been mended in a manner that is obvious to the public eye.

**Section 3.** When first employed by the City, employees shall be issued four (4) uniforms altered to fit, if necessary, as required by the City.

**Section 4.** The City will reimburse employees for amounts up to five hundred dollars (\$500) in their initial fiscal year of employment and three hundred dollars (\$300) per fiscal year thereafter for the purchase of uniforms, including suitable shoes or boots or other tools of the trade as approved by the Chief of Police. Such reimbursement shall be made after presentation of receipts, which may be verified by the City.

## **ARTICLE 15 – MILEAGE AND LODGING**

**Section 1.** When employees use a personal vehicle in the performance of official duties, they shall be compensated at the rate of the current IRS mileage rate for business travel.

**Section 2.** When an employee is on authorized City duty, the City shall pay for meals and lodging when authorized by the Chief of Police not to exceed the amount of per diem all other City employees receive as set forth in the then-current City Employee Handbook or equivalent.

**Section 3.** Employees will furnish receipts for lodging and meal expenses upon request.

## **ARTICLE 16 – WAGES AND SALARIES**

**Section 1.** Effective July 1, 2021, the wages will be in accordance with the attached Salary Schedule (Attachment 1).

**Section 2.** If the City creates a new position, which falls within the scope of the bargaining unit, the parties agree to enter into wage negotiations for the purpose of establishing a rate of pay.

**Section 3.** According to the Salary Schedule, on his/her anniversary date, an employee shall be given a step increase of his/her base salary up to the top of the range. For purposes of this Agreement, an employee's anniversary date shall be the employee's first date of hire.

**Section 4. Incentive pay.** For any employee covered under this Agreement, incentive pay shall be paid by the City as follows:

Intermediate DPSST certification or an AA/AS Degree	\$175 per month
Advanced DPSST certification or a BA/BS Degree	\$250 per month

When an employee graduates up to the next higher certification, he/she shall receive the corresponding incentive pay amount. He/she will not be eligible for both incentives. For example, if an employee has an AA/AS degree and an Intermediate Certification, the employee would only be entitled to the \$175 incentive regardless of the fact that they qualify two ways. If that same employee obtains a BA/BS degree, he/she would then be only entitled to the \$250 incentive, not the \$175 AND the \$250 incentive. If that same employee obtains the Advanced Certification, he/she would still only qualify for the \$250 incentive. To qualify for the incentive any degree must be awarded from an accredited college.

**Section 5. Bilingual/Spanish.** A premium shall be paid for fluency in "street Spanish". The premium amount shall mirror the amount specified in the City wage scale, with a minimum amount of one-hundred fifty dollars (\$150) per month. Fluency shall be determined with a test or other certification process acceptable to the City/management.

**Section 6. Specialized Training Incentive.** A premium of five percent (5%) of the base monthly salary shall be paid to employees who are certified as a Field Training Officer while performing the duties of a FTO as directed and approved by a Supervisor or the Chief of Police.

A premium of three percent (3%) of the monthly base salary shall be paid to employees who are a designated instructor only while performing the duties of instruction as directed and approved by the Supervisor or the Chief of Police. Designated instructors are those who have received the required certification training and have one year of experience training in that area. Individuals pursuing Designated Instructor status must have prior approval from the Chief of Police in each specific area of instruction.

A premium of five percent (5%) of the base monthly salary shall be paid to employees who are assigned by the Chief of Police as an Investigator/Patrol Officer. This is considered a training incentive that is subject to the 10% cap.

At no time will the total training incentive exceed ten percent (10%) of the monthly base salary. Employees are required to accurately record training incentives on their respective time sheets due for that time period. The City will not be required to reimburse any incentive premium if not submitted by the employee at the time of its' occurrence.

**Section 7. Health/Fitness.** The City agrees to establish a corporate gym membership account with Club 24 in Hermiston, Oregon. The membership is optional. If the employee decides to enroll, the City will pay the \$24.50 joining fee. The \$25.00/month membership fee will be pre-paid by employee through a payroll deduction on the second payroll check of the month for the following month's dues. If an employee wishes to add additional family members to the membership, they may do so but will be responsible for the full cost, including the associated joining fee.

## **ARTICLE 17 – WORK SCHEDULES**

**Section 1.** The workweek shall consist of five [5] eight (8) hour days or four [4] ten (10) hour days. A combination of eight (8) hour days and ten (10) hour days may be mixed if the combination is a result of training hours. An employee's workweek shall start the first day worked on the designated shift.

**Section 2.** The workday shall include a paid one-half [1/2] hour meal period and two [2] paid fifteen [15] minute rest breaks, one [1] rest break during each half of an employee's shift.

**Section 3. Rotation.** Rotation of officer's shifts shall continue as presently practiced. (Officers shifts shall rotate every three (3) months.) Tentative work schedules for each new calendar year will be posted prior to December 1<sup>st</sup> of the current year. This one time only posting will assist the officers with annual vacation planning.

**Section 4.** At least twelve [12] hours off shall occur between shifts worked unless mutually agreed otherwise. If the twelve [12] hour off period is infringed, the City agrees to pay one and one-half [1-1/2] time for the number of hours infringed within the twelve [12] hour guarantee. The provisions of this section do not apply if infringement of the twelve [12] hour period is a result of voluntary agreement or any arrangement between employees.

## **ARTICLE 18 – OVERTIME**

**Section 1.** Overtime includes any work time beyond the employee's assigned work shift or over forty (40) hours in a seven (7) day period. All overtime shall be compensated at the rate of one and one-half (1-1/2) times the employee's hourly rate; however, no overtime shall be paid where an employee voluntarily exchanges shifts of work or days of work. Overtime is calculated on the basis of hours actually worked *in excess of 40 hours* in a work week (Monday-Sunday). When computing overtime, holidays, sick leave, vacation, personal or any other leave will NOT be counted as hours worked.

**Section 2.** Compensatory time may accrue up to ninety (90) hours maximum. Any excess hours will be compensated at one and one-half (1-1/2) times the regular rate of pay.

**Section 3.** For recall or callback on an employee's regularly scheduled workday outside of his/her regular shift hours, the employee shall receive not less than two (2) hours overtime at one and one-half (1-1/2) times his/her regular rate, unless the employee is called back or called in within one (1) hour of his/her coming to work or leaving his/her shift. In that situation it shall be considered an extension of that shift and the employee will be paid overtime based on actual time worked.

**Section 4.** For recall or callback on a day an employee is not regularly scheduled to work, the employee shall receive not less than four (4) hours overtime pay at one and one-half (1-1/2) times his/her regular rate.

### **ARTICLE 19 – LAYOFF**

**Section 1.** In the event of a layoff (as opposed to a discharge for just cause), employees shall be laid off in the inverse order of their seniority, provided the senior employee is qualified for the remaining position, and further provided that the senior employee is currently serving in that position or has previously served in that position for the City.

**Section 2.** Recall rights shall exist for a period of twelve (12) months from the date of layoff. Employees shall be recalled from layoff according to seniority, provided the senior employee is qualified for the position and has worked in that position for the City.

No new employees shall be hired in any classification until qualified employees are recalled pursuant to this section. It shall be each employee's responsibility to keep the City apprised of his/her current mailing address during the recall period.

### **ARTICLE 20 – DISCIPLINE AND DISCHARGE**

**Section 1.** No employee shall be discharged or disciplined except for just cause. Probationary employees are not subject to this Article. Employees shall be probationary for their first eighteen (18) months of employment, with the exception that employees hired who have successfully completed DPSST Basic Police Class Academy training will have a twelve (12) month probationary period, or officers that have successfully completed an out-of-state

academy that will allow them to attend only DPSST's C.O.D. (Career Officer Development) course. Other non-police officer personnel will have a twelve (12)-month probationary period.

**Section 2.** If the City 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 3.** The City shall furnish the employee and the Association a complete statement in writing within five (5) calendar days of any discharge, suspension or demotion, outlining the specific reasons for such action. Such reasons shall not be expanded upon at a later date.

## **ARTICLE 21 – HOLIDAYS**

**Section 1.** The following holidays shall be designated as official holidays and shall be observed in accordance with this contract:

New Year's Day January 1st	Labor Day 1st Monday in September
Martin Luther King's Birthday 3rd Monday in January	Veteran's Day November 11th
Presidents' Day 3rd Monday in February	Thanksgiving Day 4th Thursday in November
Memorial Day Last Monday in May	Day After Thanksgiving 4th Friday in November
Independence Day July 4th	Christmas Eve December 24 <sup>th</sup>
Christmas Day December 25 <sup>th</sup>	One Floater Day Employee discretion

**Section 2.** Holiday pay to a worker who was scheduled to work the holiday but takes the holiday off will receive holiday pay commensurate to the hours scheduled for the shift. When a holiday falls on a regular scheduled day off, a compensatory day off will be permitted within the Holiday Bank. Scheduling of these compensatory days will be made by mutual agreement. All employees who are required to work on a holiday other than



Thanksgiving Day or Christmas Day shall be paid time and one-half (1-1/2) for the holiday worked. Employees required to work on Thanksgiving or Christmas Day shall be paid double time for the holiday worked. Nothing in this provision allows for an employee's compensatory time bank to exceed the prescribed ninety (90) hours.

Accrued Holiday bank time will be zeroed out on May 15th of each year. It will be the responsibility of each employee to monitor their respective holiday bank hours. Holiday hours in an employee's bank will be lost on the deadline date unless arrangements with the Chief of Police have been made prior to the deadline date. On June 1<sup>st</sup>, each eligible employee will have their "Floater Day" added to their respective Holiday Bank.

## **ARTICLE 22 – ON-THE-JOB INJURY PROTECTION**

On-the-job injury protection shall be in accordance with the current City policy so long as City policy is in compliance with current statute.

## **ARTICLE 23 – TRAINING**

**Section 1.** The Department will make reasonable efforts to allow interested employees to attend relevant, approved training. Employees shall be granted a minimum of forty (40) hours, of non-departmental DPSST approved training per year.

**Section 2.** Seeking the guaranteed training shall be the responsibility of each individual employee. Failure to do so shall neither make the City liable for reimbursement nor required to send the employee to a class that is either not cost effective or that creates a staffing problem by sending that employee regardless of any nearing deadlines.

## **ARTICLE 24 – SEPARABILITY**

In the event that any provision of this Agreement is at any time declared invalid by any court of competent jurisdiction, declared invalid by final Employment Relations Board (ERB) order, made illegal through enactment of federal or state law or through government regulations having the full force and effect of law, such action shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not

invalidated shall remain in full force and effect. The invalidated provision(s) shall be subject to renegotiation by the parties within a reasonable period of time from such request.

**ARTICLE 25 – TERMINATION**

**Section 1.** This Agreement shall become effective as of July 1, 2021 and shall remain in full force and effect until June 30, 2024.

Thereafter, it shall be automatically renewed from year to year unless either party shall notify the other in writing not later than February 1 that it desires to either terminate or modify this Agreement. In the event notice to modify is given, negotiations shall begin no later than March 1. In the event that notification of termination is given it shall become effective thirty (30) days after the date of notice is received.

**Section 2.** This Agreement may be amended at any time by mutual agreement of the Association and City; such amendments shall be in writing and signed by both parties.

**Representing the City:**

**Representing the Association:**

\_\_\_\_\_  
Darla Huxel, Chief of Police (Date)

\_\_\_\_\_  
Steve Vandever, President (Date)

\_\_\_\_\_  
David Stockdale, City Manager (Date)

\_\_\_\_\_  
John Capers, Vice-President (Date)

Attachment 1: Wage Salary Schedule

7/1/2021 (3.5% increase plus Step 9)									Scale P1
Step 1/Mo	Step 2/Mo	Step 3/Mo	Step 4/Mo	Step 5/Mo	Step 6/Mo	Step 7/Mo	Step 8/Mo	Step 9/Mo	
\$4,618	\$4,825	\$5,045	\$5,267	\$5,506	\$5,750	\$6,009	\$6,280	\$6,500	
Step 1/Yr	Step 2/Yr	Step 3/Yr	Step 4/Yr	Step 5/Yr	Step 6/Yr	Step 7/Yr	Step 8/Yr	Step 9/Yr	
\$55,416	\$57,900	\$60,540	\$63,204	\$66,072	\$69,000	\$72,108	\$75,360	\$78,000	
7/1/2021 (3.5% increase plus Step 9)									Scale P2
Step 1/Mo	Step 2/Mo	Step 3/Mo	Step 4/Mo	Step 5/Mo	Step 6/Mo	Step 7/Mo	Step 8/Mo	Step 9/Mo	
\$3,839	\$4,011	\$4,191	\$4,379	\$4,576	\$4,779	\$4,995	\$5,220	\$5,403	
Step 1/Yr	Step 2/Yr	Step 3/Yr	Step 4/Yr	Step 5/Yr	Step 6/Yr	Step 7/Yr	Step 8/Yr	Step 9/Yr	
\$46,068	\$48,132	\$50,292	\$52,548	\$54,912	\$57,348	\$59,940	\$62,640	\$64,836	
7/1/2022 (3.5% increase)									Scale P1
Step 1/Mo	Step 2/Mo	Step 3/Mo	Step 4/Mo	Step 5/Mo	Step 6/Mo	Step 7/Mo	Step 8/Mo	Step 9/Mo	
\$4,780	\$4,994	\$5,221	\$5,451	\$5,699	\$5,952	\$6,220	\$6,500	\$6,728	
Step 1/Yr	Step 2/Yr	Step 3/Yr	Step 4/Yr	Step 5/Yr	Step 6/Yr	Step 7/Yr	Step 8/Yr	Step 9/Yr	
\$57,360	\$59,928	\$62,652	\$65,412	\$68,388	\$71,424	\$74,640	\$78,000	\$80,736	
7/1/2022 (3.5% increase)									Scale P2
Step 1/Mo	Step 2/Mo	Step 3/Mo	Step 4/Mo	Step 5/Mo	Step 6/Mo	Step 7/Mo	Step 8/Mo	Step 9/Mo	
\$3,973	\$4,151	\$4,338	\$4,532	\$4,736	\$4,946	\$5,170	\$5,403	\$5,592	
Step 1/Yr	Step 2/Yr	Step 3/Yr	Step 4/Yr	Step 5/Yr	Step 6/Yr	Step 7/Yr	Step 8/Yr	Step 9/Yr	
\$47,676	\$49,812	\$52,056	\$54,384	\$56,832	\$59,352	\$62,040	\$64,836	\$67,104	
7/1/2023 (3.5% increase)									Scale P1
Step 1/Mo	Step 2/Mo	Step 3/Mo	Step 4/Mo	Step 5/Mo	Step 6/Mo	Step 7/Mo	Step 8/Mo	Step 9/Mo	
\$4,947	\$5,169	\$5,404	\$5,642	\$5,898	\$6,160	\$6,437	\$6,728	\$6,963	
Step 1/Yr	Step 2/Yr	Step 3/Yr	Step 4/Yr	Step 5/Yr	Step 6/Yr	Step 7/Yr	Step 8/Yr	Step 9/Yr	
\$59,364	\$62,028	\$64,848	\$67,704	\$70,776	\$73,920	\$77,244	\$80,736	\$83,556	
7/1/2023 (3.5% increase)									Scale P2
Step 1/Mo	Step 2/Mo	Step 3/Mo	Step 4/Mo	Step 5/Mo	Step 6/Mo	Step 7/Mo	Step 8/Mo	Step 9/Mo	
\$4,112	\$4,296	\$4,490	\$4,691	\$4,902	\$5,119	\$5,351	\$5,592	\$5,788	
Step 1/Yr	Step 2/Yr	Step 3/Yr	Step 4/Yr	Step 5/Yr	Step 6/Yr	Step 7/Yr	Step 8/Yr	Step 9/Yr	
\$49,344	\$51,552	\$53,880	\$56,292	\$58,824	\$61,428	\$64,212	\$67,104	\$69,456	

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Preliminary City Manager Contract Negotiation	<b>Meeting Date:</b> 2021-04-14
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<b>Department:</b> City Administration	<b>Director:</b> David Stockdale	<b>Contact Person:</b> David Stockdale	<b>Phone Number:</b>
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<b>Cost of Proposal:</b> NA	<b>Fund(s) Name and Number(s):</b> N/A
<b>Amount Budgeted:</b> NA	

<b>Reviewed by Finance Department:</b> No	<b>Previously Presented:</b> NA
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**Attachments to Agenda Packet Item:**

**Summary Statement:**

Motion to approve bringing the entire updated agreement to City Council at their May 4, 2021 Regular Council Meeting.

Review Proposed City Manager updated contract. Staff will bring various analysis for review to handout at this meeting.

**Consistent with Council Goals:**

Goal 4: Increase Public Involvement, Create a Culture of Transparency with the Public, and Enhance Cultural Diversity.

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> City Employee Handbook Proposed Update	<b>Meeting Date:</b> 2021-04-14
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<b>Department:</b> Finance & Administrative Services	<b>Director:</b> Melissa Ince	<b>Contact Person:</b> Melissa Ince	<b>Phone Number:</b>
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<b>Cost of Proposal:</b> NA	<b>Fund(s) Name and Number(s):</b> N/A
<b>Amount Budgeted:</b> NA	

<b>Reviewed by Finance Department:</b> No	<b>Previously Presented:</b> NA
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**Attachments to Agenda Packet Item:**

**Summary Statement:**

Discussion only. We will present a brief, though not comprehensive, update the progress we are making on an Update to the Employee Handbook. We will bring this item back to Personnel Committee in June with the hope to bring it to Council Workshop in July and ultimate adoption at Council in August.

**Consistent with Council Goals:**

Goal 4: Increase Public Involvement, Create a Culture of Transparency with the Public, and Enhance Cultural Diversity.

CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

Good of the Order

**Meeting Date:**

2021-04-14

**Department:**

City Administration

**Director:**

David Stockdale

**Contact Person:**

David Stockdale

**Phone Number:**

**Cost of Proposal:**

NA

**Fund(s) Name and Number(s):**

N/A

**Amount Budgeted:**

NA

**Reviewed by Finance Department:**

Yes

**Previously Presented:**

NA

**Attachments to Agenda Packet Item:**

**Summary Statement:**

Discussion

**Consistent with Council Goals:**

Goal 4: Increase Public Involvement, Create a Culture of Transparency with the Public, and Enhance Cultural Diversity.