

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF HERMISTON

AND

HERMISTON POLICE ASSOCIATION

July 1, 2019 – June 30, 2022

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COLLECTIVE BARGAINING AGREEMENT

This Agreement is made and entered into by the Hermiston Police Association, hereinafter referred to as "Association," and the City of Hermiston, hereinafter referred to as the "City." Now, therefore, it is hereby agreed by and between the parties as follows:

ARTICLE 1 – RECOGNITION

Section 1. The City recognizes the Association as the exclusive bargaining agent for all police officers, corporals, clerks, excluding supervisors and confidential employees. Corporals are not supervisors but are expected to be lead officers who can provide assistance to other officers to include directing officers to complete limited tasks.

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 or engage in any conduct which would recognize anyone other than the Association as a representative or 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 organization 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 or restrained, coerced or discriminated against by the City or any employee organization because of his/her exercise of these rights.

Section 2. The provision of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, 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. Upon written consent of an employee within the bargaining unit, the City will begin deducting Association dues or other deduction 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to make the regular deduction until such time as the Association notifies the City in writing that the employee has withdrawn his/her membership.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 to the Secretary-Treasurer of the Association no later than the 10th of the month following the month for which the deductions were withheld.

Section 4. 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 his/her recognized bargaining representative.

Section 6. Leaves of Absence. Upon return 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 7. 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 elsewhere in this Agreement.

Section 8. Three (3) employees appointed by the Association as members of the Association's Collective Bargaining Committee shall be granted time off with pay to negotiate with the City.

Section 9. Bulletin Board. The Association shall be allowed to use a designated bulletin board for Association related business.

ARTICLE 3 MANAGEMENT RIGHTS

The City retains all the customary, usual and exclusive rights, decision-making, prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the City or any part of it. The right of the employees in the bargaining unit and the Association are limited to the terms set forth in this Agreement. The City shall have no obligation to bargain with the Association with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects covered by the terms of this Agreement. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the City shall include the following:

1. To direct and supervise all operations, functions and policies for the City in which the employees in the bargaining unit are employed and operations, functions and policies in the remainder of the City as they may affect employees in the bargaining unit.
2. To close or liquidate an office, branch operation or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operation or facilities for budgetary or other reason.
3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
4. To establish, revise, and implement standards of hiring, classification, promotion, quality of work, safety, materials equipment, uniforms, appearance, methods and procedures.
5. To implement new, and to revise or discard, in whole or in part, old methods and procedures.
6. To assign and distribute work.
7. To contract or subcontract work as determined by the City, provided that as to work covered by the bargaining unit the City agrees to afford an opportunity to negotiate with the Association as to the effect of such action on wages and condition of employees in the bargaining unit before finalizing or implementing any decision concerning such subcontracting, utilizing the expedited bargaining process set out in ORS 243.698.
8. To assign shifts, workdays, hours of work, and work location.
9. To designate and to assign all work duties.

10. To introduce new duties and to revise job classifications and duties within the unit.
11. To determine the need for the qualifications of new employees, transfers, and promotions.
12. To discipline, suspend, demote, or discharge an employee so long as such action is not arbitrary, in bad faith, or without just cause.
13. To determine the need for additional educational courses, training programs, on-the-job training and cross training, and to assign employees to such duties for periods as to be determined by the City.

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 .0577 hours for regular hours worked, or a total of 120 (one hundred twenty) hours for an employee who works a regular working year of 2080 (two thousand eighty) hours.

For purposes of this calculation, holidays, compensated sick leave and vacations shall be considered hours worked. The approximate equivalent accrual rate is fifteen (15) days per year, or ten (10) hours per month of service, however, the actual rate will depend on the hours worked by the employee. Accrual shall begin on the employee's date of employment. Current sick leave balance will be unchanged by this Agreement and will be credited to each employee's accumulated sick leave. Unused sick leave accrual shall be limited to 2080 (two thousand eighty) hours.

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 of an immediate family member. Members are encouraged to make appointments outside of normal working hours when possible.

Section 3. Sick leave may be used for your own illness, injury or health condition (including diagnosis, care, treatment and preventive medical care); to care for a family member (Spouse, Same-Sex Domestic Partner, Son/Daughter/Stepchild, Son-in-law/Daughter-in-law, Mother/Father/Stepparent, Mother-in-law/Father-in-law, Brother/Sister, Brother-in-law/Sister-in-law, Children of Same-Sex Domestic Partner, Grandparent/grandchild) with an illness, injury or health condition (including diagnosis, care, treatment and preventive medical care) or for any other reason.

Section 4. Either upon retirement or separation other than termination all employees will be compensated for accumulated, unused sick leave in the form of increased retirement benefits as allowed under provisions of the Oregon Retirement System, ORS 238.350. Sick leave benefits are not vested and are not paid out on termination of employment. However, for employees who leave the employment of the City (for reasons other than discharge) after 15 years of full-time employment, the City deposits (at the employee's current rate of compensation) one-eighth (1/8) the employee's accumulated sick leave into the Employee's HRA VEBA Medical Reimbursement Plan Account provided such deposit is permitted under the terms of the City's applicable benefit plan documents, which are controlling. For employees who leave the employment of the City (for reasons other than discharge) after 25 years of full-time employment with the City, the City Deposits (at the employee's current rate of compensation) one-fourth (1/4) the employee's accumulated sick

leave deposited into the Employee's HRA VEBA Medical Reimbursement Plan provided such deposit is permitted under the terms of the City's applicable benefit plan documents, which are controlling.

ARTICLE 5 – VACATIONS

Section 1. Vacations will be interpreted to provide an hourly accrual of vacation time, hourly vacation limits per year and an hourly maximum accrual, based on the following chart:

Years of Service	Hours Per Year	Accrual Rate Per Hour	Maximum Accrual (Hours)
1-2	80	.03847	120
3-5	96	.04616	144
6-10	120	.05769	168
11-15	160	.07692	192
16-20	200	.09615	216
21 or more	224	.10769	240

Vacation accrual shall apply to all scheduled hours worked, all sick leave, holiday or other time off scheduled benefit. Vacation will not accrue on overtime hours worked.

All existing language in Sections 2, 3, 4 & 5 of the Article shall not be affected by this interpretation.

Section 2. Continuous service shall be service unbroken by separation from the City other than approved military leave, vacation or sick leave, or other qualified leaves. Upon termination of a permanent employee, he/she shall be paid for all earned but unused vacation time at the employee's current rate of pay. In case of death, compensation for accrued vacation leave shall be paid in the same manner to the employee's spouse or heirs.

Section 3. Anniversary dates shall begin with the date of employment and will be the same date each year thereafter.

Section 4. Employees are encouraged to take vacation in forty (40) hour blocks. Requests for vacation normally shall be submitted a minimum of fourteen (14) calendar days in advance of time requested. Requests for vacation shall not be unreasonably denied by the City subject to available manpower and adequate staffing as determined by current policies. Vacation shall not be forfeited if denied based on the needs of the City.

Section 5. Employees may be allowed compensatory time in conjunction with vacation time only with prior consent of the City.

Section 6. Bidding for Forty Hour blocks shall be by seniority for the first two rounds of bidding, and any time less than forty hour blocks shall be first come, first serve.

Section 7. Employees may, once a year, cash out up to forty (40) hours of vacation time.

ARTICLE 6 – HEALTH AND ACCIDENT INSURANCE

The City or Association may reopen wages and insurance for negotiations if benefit levels, plan coverage, or plan availability changes.

The City shall provide a comprehensive medical and dental plan, BCBS Copay Plan B PPP with Alternative Care (to include Hearing Aid Benefit) as well as vision coverage supplied by VSP. The dental plan is provided by ODS or Willamette Dental. The City shall pay 100% of the premium starting January 1, 2012. Beginning July 1, 2018, employees will contribute 2.5% of current health insurance premiums and the City will contribute the remaining 97.5%. Beginning July 1, 2019, employees will contribute 4.5% of current health insurance premiums and the city will contribute the remaining 95.5%. Beginning July 1, 2020, employees will contribute 7% of current health insurance premiums and the city will contribute the remaining 93%. Beginning July 1, 2021, employees will contribute 10% of current health insurance premiums and the city will contribute the remaining 90%.

The employee may enroll in a premium conversion payroll deduction plan, which provides the employee the option to pay for, on a pre-tax basis, their share of the premium.

The City shall continue to provide a VEBA benefit, commencing January 1, 2012, at the following levels;

Single employee	\$1,000.00
One employee plus spouse/partner	\$1,500.00
Employee plus family	\$2,000.00

ARTICLE 7 – RETIREMENT

- A. The City shall continue to provide the present employee retirement plan provided through the Oregon Public Employees Retirement System.
- B. The City shall match 2% of up to the first \$5000 contributed by an employee to one of the City-approved deferred compensation programs.

ARTICLE 8 – DISABILITY INSURANCE

The City shall provide long-term disability insurance comparable to the current City policy.

ARTICLE 9 – INDEMNIFICATION AGAINST LIABILITY

Section 1. The City agrees to continue providing current liability insurance, providing protection for possible claims arising out of acts committed by employees in the discharge of their duties and in the course of their employment. Such insurance shall cover all costs, including attorney's fees, connected with proposed or threatened suits and negotiated settlements. The City shall not provide coverage or costs, including

attorney's fees, arising out of acts committed by the employee, if convicted, which are in violation of criminal statutes.

ARTICLE 10 – 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 his/her date of hire by classification.

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

Section 3. In matters of promotion to a higher position, selection of an employee shall be made on the basis of qualifications and ability, and where qualification and ability are equal, as determined by the City, seniority shall be the determining factor. It shall be the policy of the City to fill positions by promoting present Police Department employees rather than hiring from without when qualifications are equal. However, if in the judgment of the City Manager, a person not presently employed as a member of the Police Department possesses superior qualifications and ability to any eligible Police Department employee, he/she may hire such outside person.

ARTICLE 11 – PERSONNEL RECORDS

Section 1. Each employee shall have the right to review the contents of his/her own personnel file. At his/her 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 and/or his/her designated representative, such supervisors and administrators of the City who are assigned to review or place materials therein and such clerical personnel whose duty it is to maintain personnel files, provided such access does not conflict with provisions of ORS 192.500.

Section 3. Materials 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 he/she has been shown the material and has refused to sign it. A copy of such material shall be furnished to the employee. An employee's personnel records shall be available to him/her or his/her designated representative for inspection upon request.

Section 4. Disciplinary actions less than a written reprimand shall not be placed in the employee's personnel file. Such action, including letters of caution, oral reprimands or similar may be retained in supervisory files for the purposes of yearly evaluations or progressive action. Disciplinary actions shall be removed from the employee's personnel file after three years.

Documentation of discipline for civil rights related misconduct (e.g., protected class harassment, excessive use of force) shall be removed from the personnel file as indicated above except such documentation shall be retained by the City in a separate file for use in connection with discipline for civil rights related notification of any addition or deletion to it.

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 of the employee or his/her authorized representative other than to those authorized within the City or by order of a competent court.

Section 6. Written commendations shall become a permanent part of the employee's personnel file and the employee shall be furnished a copy of all such material at the time it is placed in the employee's personnel file.

ARTICLE 12 – 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 employees' morale. A grievance is defined as a complaint arising out of alleged violations concerning the application of, interpretation or compliance with the provisions of this Agreement.

Step 1. Informal complaint. 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) days after it arises, to the immediate supervisor. If a supervisor is not available, the employee can notify the next ranking supervisor of the complaint and reach a written agreement on extending timelines. The supervisor shall respond within ten (10) days.

Step 2. If the complaint is not resolved under Step 1, the employee may present the same written complaint to the next ranking supervisor within ten (10) days of the denial of Step 1. The supervisor shall respond within ten (10) days.

Step 3. If the complaint, having been presented in Steps 1 and 2 is not satisfactorily resolved, the representative of the Association or the aggrieved employee may file it as a formal grievance, in writing, with the Chief of Police, designee, or designated representative of the City. The grievance shall include the nature of the complaint, the alleged contract violation and the remedy sought. The Chief will respond with a decision on the grievance within ten (10) days of receipt.

In cases involving imposition of disciplinary action, the complaint/grievance may be started with the individual imposing said discipline.

Step 4. If the complaint, having been presented under Step 3, is not satisfactorily resolved, the representative of the Association or the aggrieved employee may submit the grievance to the City Manager or designee. The parties shall mutually agree to meet and/or discuss the matter with earnest effort to reach agreement. This procedure shall commence within ten (10) days of the decision of Step 3.

Step 5. If no agreement is reached at Step 4 and upon request of either party, within ten (10) days of the Step 4 response from the designated representative of the City, the unresolved issue will be submitted for binding arbitration. The parties will select an arbitrator, to whom the issue shall be submitted for decision, from a list obtained from the Oregon Employment Relations Board containing Oregon and Washington residents within fifteen 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 writing. In the absence of such mutual consent, non-compliance with any of the time limitations shall constitute waiver of the grievance. For the purposes of this article, days refers to business days being Monday through Friday.

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 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 provision of this Agreement and current Memos of Agreement in any way and shall act only on the contractual obligations inherent to 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 13 – UNIFORMS

Section 1. Uniforms required to be worn by employees in the Police Department shall be furnished and dry cleaned by the City. The dry cleaning will only be covered as long as a dry cleaning business is located in Hermiston.

Section 2. Alteration and repairs of all uniforms will be paid by the City but only after pre-approval through the established chain of command. No employees 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. Any member assigned to the detective unit, shall be provided a \$300 per year clothing allowance, to be paid in January of each year.

Section 4. The City shall provide a boot allowance of \$200 per calendar year to all members. If a member is hired mid-year, the amount will be prorated.

ARTICLE 14 – MILEAGE AND LODGING

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

Section 2. When an employee is traveling as authorized by the Chief of Police, employees are reimbursed for meals (breakfast, lunch and dinner) and lodging. Meals are only reimbursed if your trip includes an overnight stay. Alcoholic beverages do not qualify for reimbursement. For current meal reimbursement rates please see the per diem rates on the U S General Services Administration website: <http://www.gsa.gov/portal/content/104877>

Section 3. Employees will furnish receipts for lodging, and in the event a City issued credit card is provided, all receipts for its use shall be maintained and furnished.

ARTICLE 15 – EDUCATION INCENTIVE PROGRAM

Section 1. For the purpose of encouraging employees to pursue appropriate formal education, the parties agree to establish an education incentive program. Employees will be reimbursed for job-related educational training courses approved in advance by the Chief of Police up to pursuant to the following:

- A. Only employees with at least twelve (12) months of service with the City will be eligible for reimbursement.
- B. Reimbursed expenses shall be restricted to tuition, course fees and required textbooks, of up to \$270.00 per credit hour, and no more than ten (10) hours of credit may qualify for payment under this plan in any given school quarter.
- C. To obtain reimbursement, the course must be taken from a recognized and accredited school.
- D. The employees shall pay the initial expense of tuition, course fees and textbooks. The employee must present evidence to substantiate expenses and obtain an average of “C” grade or better to be eligible for reimbursement. Classes taken on a “pass/fail” basis must be “passed.”
- E. The City’s educational incentive program shall not be utilized by employees who obtain training funds from other public sources when this results in duplication of funds.
- F. In cases of hardship that have been proven to the satisfaction of the Chief of Police, prior arrangement for tuition and textbook funding may be granted. However, if the employee fails to fulfill the other terms of this Article, the employee shall refund to the City the expenses the City has incurred on behalf of the employee.
- G. The employee shall pay his/her own expenses for job-related educational courses if not required and approved by the Chief of Police.
- H. Every employee that signs or is registered for a class or special school shall be responsible for his/her attendance, grades and expenses, unless otherwise proved herein.

ARTICLE 16 – WAGES AND SALARIES

Section 1. Employees covered by this Agreement shall be paid according to classification and rates of pay established on Schedule A. Salary schedules are attached hereto and made a part of this Agreement.

Effective 7/1/19, wages will be increased across the board by 2.75%

Effective 7/1/20, wages will be increased across the board by 2.75%

Effective 7/1/21, wages will be increased across the board by 2.5%

Additionally, effective 7/1/18, a new step I shall be added to the wage scale. This step will be recognized on the employee's anniversary date.

Section 2. In addition to the salaries set forth in Schedules A, B and C, each employee could receive the following incentive pay. Incentive pay will be figured as fifty dollars (\$50.00) for each incentive point per month. The incentive points will be accumulative. Each incentive has a point value as indicated below.

A. For all employees:

Wellness/Fitness Incentive*	- 1 point	- \$50.00
AA/AS Degree	- 3 points	- \$150.00
BA/BS Degree	- 5 points	- \$250.00

* The above marked Wellness/Fitness Incentive is very inadequate. During the 2019-2020 year, the association and management will work together to establish a comprehensive wellness program. The agreed upon program will be approved by both parties.

Section 3. In addition to the salaries set forth in Schedules A, B and C, each employee who holds an Intermediate DPSST Certificate shall receive an amount equal to four (4%) percent of his/her monthly base salary, or each employee who holds an Advanced DPSST Certificate shall receive an amount equal to eight (8%) percent of his/her monthly base salary.

Section 4. 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 5. In addition to the City's employer contributions to PERS, the City shall, pay what would otherwise be the employee's six percent (6%) contribution to PERS ("PERS Pick-Up"). Although the PERS Pick-Up contribution is an employee contribution for purposes of PERS, it is intended to be treated as an employer contribution for federal income tax purposes, given that employees will not have a cash or deferred election right to the PERS Pick-Up contributions and may not either opt out of PERS Pick-Up contributions or receive

such contribution amounts directly. The parties further intend that PERS Pick-Up contributions shall not be subject to FICA tax, given that they are not made pursuant to a salary reduction agreement.

Section 6. Additional Incentive Pay:

- a. FTO Pay: Employees shall be paid a premium of 4% when performing the duties of FTO.
- b. Motorcycle Officer: All employees assigned to motor patrol shall be paid a premium of 5% of base pay per month. Any assignment less than a one-month period shall be prorated.
- c. Employees shall receive bilingual incentive pay of 5%. Current employees who are recognized as bilingual will automatically receive this pay. Future employees must pass an approved aptitude test for the specific (non-English) language. The (non-English) language must be consistent with demographics for the City of Hermiston and will only account for those (non-English) languages that comprise at least 10% of the population within the city.
- d. Employees with the following specialty skills shall receive incentive pay of \$250 per month: DME, DRE, SWAT members, Reserve Coordinator and Firearms Instructor. Specialty pay will not apply when employees take a leave of absence from these duties or allow certifications to lapse. Employees will only be entitled to one specialty pay.

Section 7. Detective Pay

Any employee assigned to Detective status shall receive an additional 5% of base pay per month. Any assignment less than a one-month period shall be prorated.

Section 8. Corporal Pay

Any employee assigned as a corporal will be compensated at 5% pay above their regular salary. Corporals will not receive the additional FTO Incentive pay when acting as an FTO.

ARTICLE 17 – SALARY ADMINISTRATION

Section 1. Twelve-Month Increases: Each new employee shall receive a one-step salary increase on their 12-month anniversary consistent with the established pay scale for steps A through I.

Section 2. On recommendation of the City Manager, a starting employee may be placed at a higher level if the experience of the applicant dictates the extra salary.

Section 3. Employees who begin work prior to the fifteenth (15th) day of any month shall have an anniversary date of the first of that month. Employees who begin work after the fifteenth (15th) day of the month shall have an anniversary date of the first of the following month.

Section 4. Subject to annual review showing satisfactory performance, all employees will be raised annually to the next step of the salary schedule on their anniversary date of hire, as defined in Section 3, until the top step of the schedule is reached.

Employees receiving an unsatisfactory performance review will receive a notice of deficiency identifying the areas of deficient performance and be provided a period of ninety days in which to remedy the deficiency or forfeit the step increase.

Performance review conducted at the close of the ninety (90) day period will determine eligibility for the step consideration. Any employee denied a step increase in accordance with this provision will be eligible for consideration for the same step level, subject to satisfactory performance review, on their next anniversary date. A subsequent satisfactory performance review will allow the employee a one-step move.

ARTICLE 18 – WORK SCHEDULES

Section 1. The work week shall consist of five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days or a variation of nine (9) hour or twelve (12) hour days. An employee's work week will start the first day worked on the designated shift or rotation.

Section 2. The work day 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. An employee who is called upon to work all or part of his meal break shall be compensated at a rate of one and one-half (1 ½) time his/her regular rate for the entire meal period.

ARTICLE 19 – OVERTIME

Section 1. All overtime shall be compensated at the rate of one and one-half (1 ½) times his/her regular rate. However, no overtime shall be paid where an employee voluntarily exchanges shifts of work or days of work.

Section 2. For recall or call-back, the employee shall receive not less than three (3) hours overtime pay at one and one-half (1 ½) times his/her regular rate. However, it shall not be considered call-back or recall unless thirty (1) hour has elapsed from the end or beginning of the scheduled shift.

Section 3. Employees shall have the option to elect overtime or compensatory time off subject to the 120-hour limit on compensatory time bank. Employees may accumulate a compensatory bank not to exceed 120 hours. Compensatory time may be accrued in lieu of overtime.

An employee who desires compensatory time off shall arrange compensatory time off with the consent of his/her supervisor. Such consent shall not be unreasonably denied. Compensatory time may be taken upon mutual agreement between the employee and his/her supervisor. There is no cash out of compensatory time.

ARTICLE 20 – BEREAVEMENT LEAVE

In the event of death in the employee's immediate family, the employee shall be granted a paid leave of absence not to exceed five (5) calendar days. For the purpose of this Article, immediate family is defined to include the employee's present spouse or registered domestic partner, children, step-children, parents, step-parents, brothers, sister, grandparents, in-laws, and dependent.

ARTICLE 21 – LAYOFF

Section 1. In the event of layoff (as opposed to 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 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 22 – DISCIPLINE AND DISCHARGE

Section 1. Purpose

This Article is designed to establish department policy and procedure for the disciplinary process. It is responsive to and is closely related with the investigation and disposition of complaints as well as performance issues. In order to protect the rights of citizens and department members, it is the policy of the police department to thoroughly investigate complaints alleging misconduct, lack of performance, or improper performance of any department employee. At the conclusion of an inquiry or complaint investigation, appropriate action will be taken. No employee shall be discharged or disciplined except for just cause.

Section 2. Disciplinary Actions

Discipline has as its immediate purpose the channeling of individual effort into effective and productive action. Discipline may include such activities as encouragement, counseling, training or the imposition of negative sanctions.

Oral counseling and warnings for the purpose of resolving performance or work related issues, even if reduced to writing, are not considered to be negative sanctions, and are not subject to the grievance procedure. Such actions, however, can lead to progressive discipline.

Negative sanctions shall include written reprimands, suspension without pay, demotion, and termination. Disciplinary action will normally be progressive in nature, but the level of discipline administered may depend upon the seriousness of the offense or behavior.

Discipline may be instruction or counseling which modifies or reinforces the behavior of an individual, or may be other remedial action designed to correct an employee's behavior or performance. The use of negative sanction as a disciplinary technique will be invoked only when other forms of discipline have failed or the gravity of the violation dictates its use for the good of the department.

Section 3. Probationary Period and Grievance Discipline

Every employee hired shall be required to complete an eighteen (18) month probationary period. Probation begins from date of hire. For the first six (6) months, the probationary employees may be dismissed at the discretion of the City. During the next twelve (12) months, the City must have a bona fide reason for dismissal that is not arbitrary or unreasonable.

The Association or member has the right to process any disciplinary action as a grievance through the grievance procedure, except for employee serving the eighteen (18) months who are discharged.

Section 4. Notice of Investigatory Interview or Internal Affairs Investigation

- 4.1 Prior to formal investigatory interviews for the purpose of potential discipline, which could reasonably lead to disciplinary action, the employee shall receive confidential written notification of the complaint six (6) hours before the interview.

This notice shall include:

- a. a copy of the original complaint, or a summary listing the relevant facts.
 - b. notice of potential policy or criminal violations.
 - c. notice of opportunity to consult an Association or legal representative prior to the interview and have representation during such interview.
- 4.2 Investigatory Interviews:
- a. Should an employee be ordered to testify in any investigatory hearing, the employee shall be given written "Garrity" warnings.
 - b. Interviews will be conducted while the officer is on duty, unless of exigent circumstances and shall be conducted in a professional manner with reasonable breaks as necessary.
 - c. Interviews can be recorded by either party, and if so, either party will provide timely copies upon request, including transcripts if done.

Section 5. Notice of Proposed Discipline and Pre-Disciplinary Hearing:

- 5.1 Notice to Employee: Prior to management reaching any final conclusion to impose discipline, the employee shall be provided the following information prior to the pre-disciplinary or "Loudermill" hearing:
- a. A copy of the investigation and witness statements supporting the allegations.
 - b. The policy, work rules or other basis for the discipline.
 - c. The disciplinary action being considered or proposed.
- 5.2 Pre-disciplinary/Loudermill hearing: Prior to imposition of discipline, the employee and Association shall have the right to respond, to the Chief of Police or individual with the authority to impose the discipline, to the allegation(s) or charge(s) in writing, which is normally within seventy-two (72) hours of receipt as delineated in the notice.

Section 6. Imposition of Discipline

Imposition of discipline requires written notice to the employee to include: the specific allegations, the supporting evidence and the sanction imposed. The employee will be provided with a full copy of the investigation, and has the responsibility to furnish the appropriate copy to the Association.

ARTICLE 23 – OUT OF CLASSIFICATION

An employee who is directed to work in a classification with a higher rate of pay than his/her own regular classification for one (1) or more days shall be compensated while so assigned at the starting pay of that classification, or at a rate of pay of five (5%) percent more than his/her present wages, whichever is the greater.

ARTICLE 24 – ASSOCIATION MANAGEMENT COOPERATION

Each employee covered by this Agreement recognizes that employment at a fair wage can continue only as long as a high level of productivity is maintained. The City, the Association and all employees jointly enter into this Agreement pursuant to that recognition. Each employee pledges his/her cooperation in eliminating waste, in conserving equipment and in preventing excessive absenteeism.

ARTICLE 25 – 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	Independence Day
Martin Luther King, Jr.	Labor Day
Washington's Birthday	Veteran's Day
Two Employee Days	Thanksgiving Day
Memorial Day	Christmas Day

Section 2. Employees will also receive two employee days. Employee days are to be received on January 1, and July 1, of each year. Employee days must be used in the year received, or forfeited.

Section 3. Employees that work 8 or 9 hour shifts shall receive 44 hours of holiday leave on January 1 and again on July 1. Employees that work 10 or 12 hour shifts shall receive 66 hours of holiday leave on January 1, and again on July 1. This time will be banked, and can be used similar to vacation time. All holiday and employee time must be used in the calendar year or will be forfeited. Effort should be made for timely use of holiday time, to avoid demands at the end of the year which creates situations below minimal staffing levels. Holidays will be recognized on the actual day of the holiday.

Section 4. Employees that work a holiday will receive overtime pay (rate of double time) for the hours worked. Upon payment, the holiday is reflected as consumed, and deducted from bank. Employees may elect to work the holiday for straight time and bank the eight hours of leave.

Section 5. If an employee wishes to “cash out” holiday time, they can one time per calendar year, cash out up to 40 hours of holiday time. The employee must have the requested amount in their holiday balance at the time of request.

Section 6. If an employee separates from the City, tabulation of holiday leave will be based on the actual holiday occurrence and use.

ARTICLE 26 – WORKER’S COMPENSATION

The City agrees to provide on-the-job injury leaves as follows: The City shall carry worker’s compensation insurance for all employees. In case of accidental occupational injury to any employee, such injury shall be reported immediately to the employee’s supervisor. The employee shall complete all required reporting forms within the time periods designated. The City shall pay to such employees, while incapacitated, the difference between regular pay and the amount received from compensation insurance for a period of not more than three (3) calendar months without a deduction from accrued sick leave. After the ninetieth (90th) day of incapacitation, the City shall make up the difference between worker’s compensation payments received and the employee’s regular salary with a proportional deduction from the employee’s accrued sick leave. This shall continue as long as the employee has accrued sick leave.

ARTICLE 27 – IMMUNIZATION

When recommended by a designated physician advisor, the City will provide immunization for employees who volunteer to be immunized for tetanus, hepatitis and other occupational diseases. Cost of such immunization shall be provided through the employee medical insurance or directly by the City. There will be not cost to the employee.

ARTICLE 28 – TOBACCO USE

No employee is allowed to use tobacco products while on duty. “Duty” as defined for this policy shall include all time compensated by the City, other than vacation, holiday, sick leave and compensation time off.

ARTICLE 29 – DRUG AND ALCOHOL PROGRAM

Section 1. The City of Hermiston and the Association recognize a responsibility to the citizens of Hermiston and the City’s employees to maintain safe and productive working conditions. The parties also recognize the special duties and responsibilities that public safety employees have, including the need to maintain the respect and confidence of the citizenry.

Section 2. To aid in the accomplishment of the goals noted in Section 1, the City forbids the possession, distribution, dispensation, manufacture, sale or use of illegal drugs, or the abusive use of legal drugs by any bargaining unit employee at any time. The City also forbids the abusive use of alcohol in the work place.

For the purposes of this Article, “use” of illegal drugs, or alcohol is indicated by the presence of any detectable amount of an illegal drug use, or alcohol an employee’s system during work time.

Section 3. Any employee with a substance abuse problem is strongly encouraged to voluntarily seek professional assistance or counseling. Such help is available through the City's Employee Assistance Program or a list of local sources for such help is available from the City. The parties stand ready to assist in that process wherever appropriate.

Section 4. Where there is reasonable suspicion that an employee is using illegal drugs or abusing legal drugs or alcohol in violation of this Article, or where an employee is involved in an accident or other incident, while on duty, in which reasonable safety precautions appear to have been ignored, an employee may be required to consent to testing for presence of drugs or alcohol.

Employee testing will be at City expense. Analysis of such tests will be done at a licensed clinical laboratory and will utilize the best available technology as indicated by the Oregon Revised Statutes. Employees may be subject to breath or urine testing, which shall be conducted as specified by Oregon Revised Statutes, only upon reasonable suspicion.

Section 5. As an option to discharge, the first time an employee tests positive, that employee may be suspended without pay in order to voluntarily enroll in, and successfully complete, a professionally administered counseling, treatment or rehabilitation program. Upon successful completion, an employee will be reinstated subject to periodic retesting at any time for a three (3) year period. The confidential nature of these matters will be respected in the administration of these procedure to the extent possible consistent with their effective use.

ARTICLE 30 – REPLACEMENT OF GLASSES

In the event an employee loses or damages his/her corrective lenses while in the line of duty, the loss shall immediately be reported to the Chief of Police, or designee. The City agrees to reimburse the employee for the replacement or repair of the corrective lenses.

ARTICLE 31 – RESIDENCY

Beginning on July 1, 2019, employees residing within the Hermiston City Limits for the prior twelve (12) months will receive an annual payment of \$500.

ARTICLE 32 SAVINGS CLAUSE

Should any provision of this Agreement be found by a court of competent jurisdiction to be in violation of any federal, state or city law, that provision will be submitted to negotiations to bring it into compliance with the law. The remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE 33 – DURATION OF AGREEMENT

Section 1. This Agreement shall become effective as of July 1, 2017 and shall remain in full force and effect through June 30, 2019, or until a successor agreement is reached. Notice to bargain a new contract shall be provided at least ninety (90) days prior to termination.

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

Dated this _____ day of _____, 201__.

CITY OF HERMISTON

HERMISTON POLICE ASSOCIATION

By _____
Byron D. Smith, City Manager

By _____
Tim Miears, Association President

Date: _____

Date: _____