

AGREEMENT

BY AND BETWEEN

THE CITY OF LEBANON, OREGON

AND

THE LEBANON POLICE ASSOCIATION

July 1, 2014-June 30, 2017

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AGREEMENT AND PURPOSE

The parties of this Agreement are the CITY OF LEBANON and THE LEBANON POLICE ASSOCIATION, hereinafter named City and Association respectively. The purpose of this document is to establish full agreement between the parties relating to wages, hours, and working conditions and the resolution of differences for employees as set forth in the Articles of this Agreement.

ARTICLE 1 – RECOGNITION

1.1 The City recognizes the Association as the sole and exclusive bargaining agent for the regular full-time and regular part-time (regular twenty hours per week or more) employees in the bargaining unit with respect to matters relating to wages, hours and working conditions. Appendix "A," attached hereto and by reference incorporated herein is a listing of all currently covered classifications. Supervisory employees, confidential employees, part-time employees, temporary and seasonal employees, and persons hired for a limited period under a specific Government Act are specifically excluded.

ARTICLE 2 – NONDISCRIMINATION

2.1 This Agreement shall apply equally to all members of the bargaining unit, without regard to race, age, religion, color, sex, national origins, genetic makeup, physical or mental disability, gender identity, sexual orientation, or any other status or activity protected by law. The Association and the City shall equally share the responsibility for upholding this provision of the Agreement and this provision shall not be subject to the arbitration step of the grievance procedure. All references to employees in this Agreement designate both sexes and wherever the male or female gender is used, it shall be construed to include both male and female employees.

ARTICLE 3 – ASSOCIATION RIGHTS

3.1 Employees shall have the right to form, join and participate in the activities of labor organizations of their own choosing for the purpose of representation and collective bargaining with their public employer on matters concerning employment relations.

3.2 The City will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this contract because of membership in or legitimate activity as required in this contract on behalf of the members of this bargaining unit, nor will the City encourage membership in another union or association.

3.3 The Association recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

- A. Association members, not to exceed two, will not suffer a loss of pay as a result of attending meetings with the City for the purpose of negotiating contracts and will not be paid overtime for off duty time in negotiations. One Association member may, without loss of pay, attend grievance meetings or investigatory interviews; however, the City will not pay overtime to a union representative for attending such meetings when the meeting occurs outside the regular hours of work.

- B. The shift supervisor shall be given written notice of at least seven (7) calendar days prior to the use of time off for Association business. The calendar day limit may be waived when timely notice is not practical.
- C. Association officers (President, Vice President and/or Secretary-Treasurer) may be granted a cumulative total of up to 32 hours paid time per year, for attending Association functions other than those listed in Section A above. Such time off may be granted only if the department has adequate manpower on duty to cover the shift(s) from which an Association member will be absent. In no instance will the City be obligated to pay overtime in order to comply with this Section.
- D. The Association will be allowed to conduct Association business with no resultant pay loss for on-duty members who are available to attend, so long as they are immediately available upon direction from supervisors to perform needed policing functions.

3.5 The City shall, at no cost to the Association, provide the Association with an original copy of this Agreement upon request.

ARTICLE 4 – FAIR SHARE

4.1 The City agrees to deduct the uniformly required Association membership dues once each month from the pay of those employees who have authorized such deduction in writing. The Association shall provide the City thirty (30) calendar day's written notice prior to the effective date of a change in uniform dues to be deducted. The City will not unduly delay implementation of the change.

Any full-time employee who is a member of the bargaining unit and has not joined the association within thirty (30) calendar days of this Agreement, or within thirty (30) calendar days of becoming a full-time employee shall have deducted from his/her pay by the City as a condition of employment, a monthly service fee in the uniform amount of dues to the Association and used on a pro rata basis solely to defray the cost for its services rendered in negotiation and administering this Agreement. Service fee deductions shall be made only if accrued earnings are sufficient to cover the service fee after all other authorized deductions have been made.

New Probationary employees are entitled to Association membership within thirty (30) calendar days of hire. They will be represented by the Association and guaranteed all rights and privileges, except that the Association will not represent them for termination within their initial probationary period.

4.2 The provisions of Section 4.1 hereof shall not apply if an employee objects in writing to the City, based on such employee's membership in a bona fide church or religious group whose tenets or teachings are contrary to such payment. The employee will provide such written notice to both the City and Association within five (5) calendar days. In such instances, the employee shall authorize a deduction from his or her pay which is in lieu of and equivalent to the fair share amount. Such payroll deduction shall be in addition to any previously established deduction and shall be for the mutually satisfactory charitable organization as agreed to between the employee and the Association.

4.3 The Association agrees to indemnify and hold harmless the City and its officials, representatives and agents harmless against all claims resulting from this Article, and to cooperate with the City in order to make payroll adjustments to correct errors.

ARTICLE 5 – HOLIDAYS

5.1 In lieu of holidays, an employee shall accrue one shift credit per month. The employee may elect to take the credit as compensatory time off (at a time mutually agreeable to the shift commander and the employee) or to receive pay in lieu of time off during the twenty-eight (28) day period that the holiday is accrued.

ARTICLE 6 – HEALTH AND WELFARE

6.1 The City will provide to the employee a choice of health insurance plans with options for medical, dental and vision and dependents a Health, Vision and Dental (with Orthodontia) insurance program.

The Union and the employees waive the right to bargain or file a grievance over changes in the insurance plans made in the sole discretion of the carrier. However, in the event the Teamsters Trust ceases to be the plan provider, the City and the Union agree to open negotiations over the replacement plan under the provisions of ORS 243.696, and the cost thereof to the City and employee.

Should the City desire to change the structure of medical insurance, the City will notify the Union in writing at least ninety (90) calendar days prior to the anticipated change. In the event the Union makes a demand to bargain, the Union will do so in writing within thirty (30) calendar days of receipt of notification.

The City will provide the current health insurance benefit (Teamster Plan GW/Dental Plan6/Vision4). The employer will contribute 95% of the monthly premium and the employee will contribute 5% of the monthly premium through payroll deduction.

6.2 The City will provide at no cost to the employee, a monthly income disability insurance policy to eligible employees equal to the plan currently provided to other bargaining unit employees.

6.3 The City agrees to provide liability insurance coverage for bargaining unit employees or self-insurance adequate to meet the City's obligations to indemnify and hold officers harmless under Oregon law.

6.4 Payment for R3 coverage, as now identified under OTET as post Medicare supplemental coverage, will be discontinued upon execution of this agreement.

6.5 The City will pay the full cost of the City Pre-Paid Legal Plan.

6.6 Flexible Spending Plan, IRS 125. The City agrees to maintain a flexible spending plan, under IRS 125.

6.7 Life Insurance. For the duration of this Agreement, the City shall provide a Fifty Thousand Dollar (\$50,000) 24-hour life insurance policy for the employees only.

6.8 Health Reimbursement Account. The employer will contribute to each employee a contribution to the employee's individual HRA/VEBA account as follows:

The employer will contribute 70% of the employee's 5% healthcare monthly premium contribution (including R3) to each employee's individual HRA/VEBA account. The city will contribute an additional \$50 into the employees HRA/VEBA.

At the discretion of the City, the City intends to use the remaining 30% of the above formula to offset future insurance rate premium increases as paid for by the City.

6.9 OTET Eligibility. In order to be eligible to receive health and welfare benefits provided by OTET under the terms of this Article 6, an employee must be regularly scheduled to work eighty (80) or more compensable hours per month.

6.10 Insurance Review Committee: The parties recognize the value to monitoring and evaluating health care insurance coverage and trends as a result of the many changes to insurance benefits occurring in current conditions. The parties agree to meet as a voluntary insurance committee quarterly to discuss insurance trends, plans and options. The meetings can be attended by union representatives and employees, City management and executive representatives, and non-represented employees, with one of each group serving together to direct the meetings. The meetings are non-binding and informal intended to serve as informational and as an evaluation of the conditions. The meetings should be posted 30 days in advance or as otherwise necessary. In the event the City or Union seek to adjust insurance benefits or plans as a result of these meetings, the parties will reduce any agreement to writing. Participation in the committee does not waive any rights under PECBA.

ARTICLE 7 – WORKERS' COMPENSATION

7.1 The City provides insurance coverage for all employees for injuries and illnesses arising out of and in the course of employment with the City of Lebanon. When an employee must take time off from work as a result of such injury or illness, he/she shall receive compensation as scheduled by the insurance carrier. Additional payment by the City of an amount equal to the difference in payments received from the carrier and the employee's regular salary shall be authorized for a period not to exceed six (6) months. Aggravation of a previous injury within one year of the initial injury shall not entitle the employee to an additional six months of benefits as stated above. In the succeeding six (6) months the employee may use accrued sick leave vacation and compensatory time to further extend the disability period. An employee who is receiving Workers' Compensation benefits shall turn over to the City all benefit checks received for time in which the City is liable for full salary payments under provisions of this subsection. The City may require medical progress reports prior to approval of such payments.

ARTICLE 8 – RETIREMENT

8.1 For the Duration of this contract, the City will continue to participate in Public Employees Retirement System, or its successor, and OPSRP, based on the PERS eligibility of particular employees. The City shall continue to pay ("pick up") the employee contribution in conformance with PERS regulations applicable to eligible employees.

ARTICLE 9 – LEAVES OF ABSENCE

9.1 Sick Leave

Sick leave will be accrued at the rate of eight (8) hours per month beginning with the employee's last date of hire, maximum accrual being eleven hundred sixty (1160) hours. Sick leave may be used from the employee's initial date of hire.

1. Unused sick leave shall not be compensated upon termination except in the following circumstances:

ORS 238.350 outlines the use of fifty percent (50%) of accrued sick leave to be used in the calculation of the final retirement benefit of eligible employees. The City participates in this PERS sick leave program for eligible employees.

2. Due to the relatively high public visibility of employees in this bargaining unit, an employee who is unable to work due to reasons described below as permissible uses of sick leave will be expected to remain at his or her residence on days in which sick leave is used.

Exceptions to this provision may be made only for the employee to seek or acquire medical diagnosis, treatment and/or medication.

3. Misuse of sick leave is grounds for disciplinary action.

4. Sick Leave will be allowed:

- a) When an employee is unable to work because of illness or off-the-job injury
- b) For a doctor or dental appointment which could not reasonably have been scheduled on a non-scheduled work day.

5. The City herein agrees to allow an additional ten (10) days of sick leave if donated to an individual in the bargaining unit who has exhausted his/her sick leave if:

- a) Those members of the bargaining unit having a minimum of 96 hours accumulated sick leave may, by a majority vote, elect to donate ten (10) days of accrued sick leave to be used by such individual and to be deducted in equal amounts from each bargaining unit member's sick leave balance.
- b) The City Manager or designee has final authority to approve such a donation. His determination will be based on, in his judgment, the need of the individual to receive such sick leave, and also the determination as to the depletion of any given member's own accrued sick leave.

6. Accrued Sick leave. An employee who has reached between 960 and 1160 hours of accumulated sick leave may choose:

- a) Either to be paid thirty three and one third percent (33 1/3%) of one day defined as eight (8) hours of salary at the end of each month in which no sick leave is used. Two and sixty seven hundredths of an hour (2.67) shall be deducted from the accrual for each month that payment is made. The payment for up to one (1) year's accrual (32 Hours) at the current rate is to be paid in the November paycheck.

- b) Or the employee may elect to waive the pay out and accrue the full eight (8) hours of sick leave. Employees at the maximum of 1160 hours have the same choice as above with no sick leave either accruing or deducted from their paycheck for the purpose in this section.

7. Family and Medical Leave. The City will comply with the requirements of the Federal Family Medical Leave Act and the Oregon Family Leave Act.

9.2 Compassionate Leave

In the event of notification of pending death or death in the immediate family (as defined in the City of Lebanon Policies and Procedures Manual), the City Manager or designee may grant sufficient time off with pay (based on travel and distance requirements) to make funeral arrangements, if necessary and to attend the funeral. A maximum of three (3) shift credits per incident may be granted, if warranted, and such leave shall not be charged to sick leave accumulation. The City Manager or designee may authorize additional compassionate leave on a case-by-case basis. Leave under this section is concurrent to any similar leaves provided by OFLA

9.3 Jury Duty

An employee shall be granted leave with full pay whenever required to report for jury duty or jury service. Such employee shall report back to his/her supervisor immediately in the event court is canceled or ends prior to the end of the employee's shift.

Any pay received for jury duty under conditions of this section shall be turned over to the City.

9.4 Military Leave

Military leave shall be granted in accordance with the Oregon Revised Statutes, ORS 408.290 and USERRA.

9.5 Leave Of Absence Without Pay

A regular employee may be granted a leave of absence without pay for up to ninety (90) days when the work of the department will not be seriously handicapped by the employee's absence. Request for such leave must be in writing and must establish reasonable justification for the approval by the City Manager or designee.

9.6 Personal Time

Any employee who documents usage of the justice center fitness room, a commercial gym or works out at home (for the purpose of exercising and physical fitness) shall earn personal time off. Each employee must document 12 hours of exercise per month, for six consecutive months, to earn two shifts off in the following six months. Proper documentation forms will be provided. Documentation is on the honor system and any falsification of the documentation will lead to discipline. Exercising and physical fitness are defined as a series of movements or actions that is intended to keep a person fit and healthy. Examples include but are not limited to: running, power walking, bicycling, swimming, racquetball (activities that substantially raises the blood pressure for a substantial period of time), weight lifting, etc.

The employee understands the time spent on this program is not compensable time and is on the employee's own time off. Participation is in no way required. This is a voluntary program. The employee understands that they are doing this at their own risk and will not hold the City liable for any injuries or claims. They also understand that any injury resulting from any exercise pertaining to this program will not be considered a workman's comp issue.

The personal time off will not accumulate, carry forward and does not have any compensable value. Failure to use the personal time within the allotted period will result in loss of the time off. The time must be taken in full shift increments and scheduled with approval of the employee’s direct supervisor or member of the department’s administration, taking into consideration the least amount of interference with the department’s needs.

The Union specifically acknowledges that the City may start this program and/or end the program at any time without recourse by the Union. This program does not create past practice or further obligation by the City. Any disputes related to this section are limited to Step 3 of the grievance process in Article 20 with final review by the Chief of Police. If the City decides to discontinue the program, employees that have been participating will receive pro-rated time for the time they have been involved in the program in the current six-month period.

ARTICLE 10 – VACATIONS

10.1 All regular full-time employees covered by this agreement will be entitled and encouraged to take vacation with pay during each year of employment. Vacation time will progress in days and hours per the following schedule:

Yrs. of Service	Days Per Year	Hours Per Month	Hours Per Year
1	10	6.66	80
2	11	7.33	88
3	12	8.00	96
4	13	8.66	104
5	15	10.00	120
6	16	10.66	128
7	17	11.33	136
8	18	12.00	144
9	19	12.66	152
10	20	13.33	160
15+	25	16.33	196

10.2 An employee's earned but unused vacation credits shall be allowed to accumulate to a maximum of two (2) times the employee's annual rate of accrual, provided however that in the event of separation from employment, regardless of cause, the value of vacation buyout shall be a maximum of two hundred and fifty hours and any additional amount shall be forfeited. In the event of a line of duty death or disability the employee shall be entitled to payment for the full value of vacation balance as of the date of termination of employment status.

10.3 New employees shall not be eligible for vacation leave during their first six (6) months of employment, although vacation leave shall accrue from the beginning of employment and be deemed "earned" after six (6) months of employment. An employee who terminates during the initial six (6) months of his/her employment shall not be entitled to vacation leave pay. Upon termination of employment, a full-time employee who has completed at least six (6) full payroll months of continuous service shall receive pay for vacation credits earned but not taken.

10.4 Scheduling of vacations shall be approved by the employee's direct supervisor or a member of the department's administration. Vacation periods in excess of 3 days need to have at least 15 days' notice. All vacation periods shall have due consideration given to (a) minimum interference with City business; and (b) seniority within the department.

10.5 If the employee chooses more than one vacation period he/she may not exercise seniority of choice of the second or subsequent vacation period until all employees with less seniority in the department have exercised their seniority in a similar manner.

10.6 Employees off on scheduled vacation shall not be subject to call in unless a bona fide emergency exists beyond the control of the City.

ARTICLE 11 – WAGES

11.1 Employees shall be compensated in accordance with the wage scale attached to this Agreement as Appendix "A," which by this reference is incorporated into and made a part of this Agreement.

Effective and retroactive to 7/1/14, the monthly base wages will be adjusted by 1.25%.

Effective 7/1/15, the base wages will be adjusted by a minimum of 1.5% and a maximum of 3% based on CPI-W, All Cities annual average, as reported by the US Department of Labor.

Effective 7/1/16, the base wages will be adjusted by a minimum of 1.5% and a maximum of 3% based on CPI-W, All Cities annual average, as reported by the US Department of Labor.

11.2 Step increases will be granted upon a satisfactory rating or better on performance assessment. If a step increase is denied, the employee shall be given written notice setting forth the areas needing improvement. The employee shall be given a work plan specifying a completion date for performance improvement. If the employee meets the expectations of the work plan, he/she shall be entitled to restoration of the step increase for the remaining period of time prior to the next eligibility period. No step increase will be paid retroactively under the provisions of this article.

11.3 Special Duty Pay. Officers and dispatchers assigned to Field Training Officer (FTO), Motorcycle Officer, School Resource Officer, full-time jail Officer position, or Detective shall receive special duty pay of three percent (3.0%) of the employee's base wage. Employees assigned to serve as Team Leader shall receive special duty pay of 3.5% (three and one-half percent).

Employees who the City determines are competent to routinely act as bilingual employees based on Spanish fluency shall receive a premium of three percent (3.0%) of their base wage.

Employees assigned special duties which are compensated under this Article relating to Special Duty pay are assigned by the Chief of Police to serve in the assignment for a duration determined by the Police Chief and may be reassigned as deemed appropriate and timely by the Chief of Police. Duty assigned and performed in the above capacity in this section for any part of the pay period shall be paid for the entire pay period.

11.4 Employees hired or promoted into the Sergeants classification shall start at a minimum of Step 2 on the Sergeant Salary schedule but shall not be less than \$100 over a team leader within the Police Officers classification.

Employees in the Sergeant classification will not reach the top step of the salary schedule until completion of thirty (30) months of satisfactory performance in the classification. Advancement to Step 3 shall occur after completion of twelve (12) months of satisfactory performance and Step 4 advancement 18 months after advancement to Step 3.

The Sergeants classification salary shall be twenty percent (20%) higher than corresponding steps of the Patrol Officer range.

Sergeants who possess a corrections certificate from DPSST shall receive an additional five percent (5%) of their base monthly wage.

11.5 The City will match employee contributions up to \$100.00 per each full month of employment into a deferred compensation program. Effective July 1, 2015, the City maximum contribution value will increase from \$100.00 to \$150.00

11.6 Career Recognition Pay: Employees with a satisfactory rating or better on the performance assessment and who have the required years of service since their last date of hire shall be entitled to the following increase on the employees base wage rate:

9-14 years (at the 97th month of service) 1%

15-19 years (at the 169th month of service) 2%

20+ years (at the 229th month of service) 3%

ARTICLE 12 – EDUCATIONAL INCENTIVE PROGRAM

12.1 Intermediate Certificate

Each full-time employee who possesses an Intermediate Certificate from the Department of Public Safety Standards and Training shall receive, in addition to his/her regular monthly salary, two and one half percent (2.5%) on the employee's base wage.

12.2 Advanced Certificate

Each full-time employee who possesses an Advanced Certificate from the Department of Public Safety Standards and Training shall receive, in addition to his/her regular monthly salary, a total of three and one half percent (3.5%) on the employee's base wage.

12.3 Supervisory Certificate

Each full-time employee who possesses a Supervisory Certificate from the Department of Public Safety Standards and Training shall receive, in addition to his/her regular monthly salary a total of four and one half percent (4.5%) on the employee's base wage.

12.4 Employees shall be eligible for compensation in this Article at the first of the pay period after the DPSST documentation has been submitted and approved by DPSST. There will be no retroactive payment

for incentives in this Article. Upon receipt of DPSST certification paperwork, the City will review and submit the paperwork within 10 business days or provide reasonable notice of delay.

12.5 Education Reimbursement

The City of Lebanon shall encourage the employees to continue to develop themselves through special training and academic courses. The City of Lebanon will participate in an educational reimbursement program as follows, so long as the employee has made use of all available Law Enforcement Program Funds. The City has the right in its sole discretion to deny requests based upon lack of funds. The denial shall not be unreasonably denied. The educational class or training course must be in alignment with the job tasks assigned to the employee at the time the employee wishes to participate in the development course. The employees seeking education reimbursement must have prior written approval from the Lieutenant, Captain or Chief of Police before course enrollment.

1. Where a program pays for the cost of tuition, but not the books, the City of Lebanon shall reimburse the employee for the cost of the books. The books are the property of the City and will be turned over to the Chief at the completion of the course.
2. Where other funds are not available to the employee, the City of Lebanon shall pay for books, and fifty percent (50%) of the cost of tuition.
3. The City of Lebanon shall reimburse upon successful completion of the course. To receive payment the employee must submit to the Chief of Police proof of completion of the course with a grade of "C" or better. The Course must have been approved in advance by the Chief of Police prior to taking the course. All core college classes that apply to an AA, AS, BA, or BS or MS in the Criminal Justice field or job-related, shall be considered eligible courses. Electives will be reimbursed based upon the job-relatedness of the course.
4. The cost of tuition and books will be paid by the City of Lebanon for all courses taken at the request of the City of Lebanon.

12.7 Incentives Compensation

Employees shall be entitled to compensation for Educational Incentives from the date the employee is both, eligible for certification and submits application for payment to the Department as of the first of the pay period after the paper work is submitted to the City.

ARTICLE 13 – HOURS AND DAYS OF WORK

13.1 A normal workday is defined as a twenty-four (24) hour period commencing with the employee's scheduled shift day.

13.2 A normal work shift for employees shall consist of either eight (8) hours per day on the basis of a five day workweek (5-8 plan) or ten hours per day on the basis of a four day workweek (4-10 plan).

The City also has the option to schedule employees to work twelve (12) hour workdays on a program normally requiring one hundred sixty eight (168) hours of work in a twenty eight (28) day period (12 hour plan). Should such program be adopted, the City reserves the unfettered right to revert back to a more traditional schedule at

any time. If such a Plan is adopted then the parties elect an FLSA 7(k) work period of 28 days and 171 hours or any shorter period permissible.

Except in cases of emergency or shift change, the weekly work schedule shall be consecutive days.

13.3 A normal workweek shall consist of a forty (40) hour shift schedule during a seven day calendar period commencing midnight Sunday and ending at 11:59 p.m. on the following Saturday, except for employees on a 12 hour plan.

13.4 Shift schedules and shift changes will be posted at least ten (10) days in advance of the date such schedule is to take effect. However, all employees off work due to suspension, disability leave, or other cause will be considered to automatically be assigned to day shift (Monday through Friday) until their return to work and no advance notice of shift or schedule change will be required at either end of such leave.

Employees having less than eight (8) hours off between shifts for other than court time shall have the opportunity to split the next shift equally between accrued compensatory time and administrative leave with pay.

13.5 The Chief of Police reserves the right to assign personnel to work shifts deemed necessary, and further may assign personnel to work a different shift, under emergency situations, so long –as the aforementioned forty (40) hour workweek is not violated without proper compensation through the payment of overtime pay or compensatory time off.

13.6 Except in emergency situations, employees shall be granted meal and rest breaks according to the following:

1. Employees Except Records Clerks:

Communications Specialists, Code Enforcement, Community Services, Police Officers, and Sergeants provide services in emergency situations which may preclude taking a break or meal period altogether or delay them. Breaks and meal periods are paid time, and, if missed, no additional compensation shall be due the employee. Employees and supervisors shall devote best efforts to facilitating that breaks and meal periods are taken within the shift.

Employees working an eight (8) hour shift or ten (10) hour shift shall have two paid fifteen (15) minute breaks during the shift approximately half way through each half of the shift. The twelve (12) hour plan shall have three (3) paid ten (10) minute breaks spread throughout the shift.

The eight (8) hour shift shall have a thirty (30) minute paid lunch period and the ten (10) and twelve (12) hour shift shall have a forty-five (45) minute paid lunch period approximately midway in each shift.

Provisions of the subsection shall not apply to employees attending approved training or educational programs. In such cases, any rest periods or lunch breaks shall be as designated by the person(s) in charge of the program.

2. Police Records Clerks and Coordinator:

Police records clerks, except for emergency situations, shall receive two (2) paid fifteen (15) minute breaks during the shift approximately half way through each half of the shift and a one-hour unpaid lunch period. During meal periods no work shall be performed. On any shift when a records clerk or

records supervisor/coordinator who is DPSST certified as a telecommunicator works the shift at the dispatch console, that shift shall include a paid meal period.

3. BOLI Rules Not Applicable:

The rules promulgated by the Bureau of Labor and Industries Commissioner pursuant to ORS 653.261(1) do not apply to employees covered by this collective bargaining agreement, which prescribes rules herein pertaining to conditions of employment, including meal periods and rest periods, as provided in this Article. The exclusive remedy for any alleged violation of these provisions shall be through Article 20 Settlement of Disputes.

13.7 Employees assigned to work as canine officers shall be granted six (6) hours of time off (to be scheduled in accord with the City) and six and one half (6 1/2) hours of overtime at the rate of time and one half per month as compensation for necessary care of the animal. The time spent in the care and feeding of a police canine is deemed compensable at an alternate wage rate equal to the minimum wage for purposes of satisfying FLSA overtime requirements.

ARTICLE 14 – OVERTIME

14.1 Time and one-half (1-1/2) the employee's regular hourly rate of pay (to be calculated by dividing the employee's straight time monthly wage by 173.33) will be paid for work under any of the following conditions:

1. All authorized work performed in excess of any scheduled work shift;
2. All authorized work performed in excess of forty (40) hours in any workweek for employees scheduled to work eight (8) or ten (10) hour shifts or in excess of one hundred sixty eight(168) hours in a twenty-eight (28) day period for employees on a 12 hour plan for which an FLSA 7(k) election is made.
3. Call back for purposes outside the aforementioned scheduled work shift, forty-hour (40) work week, minimum time guaranteed for overtime compensation being three (3) hours, but not limited thereto (the minimum referred to above does not apply to scheduled department meetings). For the purpose of callback as defined in this section, the Department shall utilize the callback list. For each instance, the overtime will be offered first by seniority and, if not filled, will be ordered by inverse seniority. Employees who volunteer to be on the callback list will respond and otherwise be available for call. Once the voluntary list has been exhausted, in order to meet operational needs, the Police Chief or his designee may contact and assign overtime to any employee eligible for the assignment, whether the employee is on the voluntary list or not.

Employees who are scheduled to work an upcoming shift and are called in for overtime less than 3 hours prior to their shift, will receive straight overtime for actual hours worked. Call back, as provided in Article 14.1, section 3, does not apply.

One staff meeting per quarter will also be exempt from the minimum three (3) hour call back provision stated above.

Court time incurred in the performance of work for the City, outside the aforementioned scheduled work shift.

Minimum payment for court time is three (3) hours except when court is held within one (1) hour of the termination or start of employee's scheduled shift, on which occasion employee will receive overtime pay until the conclusion of said trial or his/her shift begins, whichever is the lesser. This includes civil court time when the matter is related to an employee's duties as an employee of the City of Lebanon. However, court time incurred in the employ of another jurisdiction shall not qualify under this contract.

All overtime and call back is to be authorized by management personnel such other personnel as determined by the Chief of Police.

All overtime compensation shall be in the form of compensatory time off or cash. All overtime paid will be at the rate earned.

For the purposes of mandatory in-service training for sworn personnel, the Department may, once per yearly quarter, schedule employees to duty that is not subject to overtime, except as provided by the FLSA. (40 hour employees over 40 hours in a work week, or 12 hour shift employees working more than 171 hours in a 28 day period.) In-service training is considered mandatory unless the employee is excused by their immediate supervisor or member of the department's administration. Employees will be compensated by receiving one shift off within the month the in-service training is held.

14.2 Compensatory time may be accumulated to a maximum of eighty four (84) hours, to be taken at a mutually agreeable time, based on the operating needs of the Department. Upon termination, an employee shall receive cash for all hours accrued in the comp bank.

ARTICLE 15 – WORK ASSIGNMENT IN HIGHER CLASSIFICATION

When an employee within the bargaining unit is appointed by the Chief of Police Acting in Capacity (AIC) Sergeant to substantially perform the duties and responsibilities of a higher classification for a period of two work weeks or longer he/she shall be paid for all time worked in the higher classification at a rate five percent (5%) above their base wage classified rate.

The Chief shall have the authority to designate the AIC Officer in the absence of a shift Sergeant. Such designation shall be in writing.

In the event the City creates a supervisory assignment of greater rank than Sergeant, at the discretion of the Chief of Police, bargaining unit members may be promoted into the position, or assigned voluntarily to serve at the pleasure of the police chief in the higher ranking position. In the event of an assignment, the person so assigned may be returned to his or her regular classification administratively and without loss of seniority or discredit of any kind, however for the duration of the assignment the employee shall be deemed a supervisor for all purposes. If a sergeant assigned at a higher rank warrants economic discipline the employee shall retain grievance rights and substantive job protection of this agreement pertaining to the rank and position held at the time of assignment to the higher position. If the City elects to assign then it shall not assign more than two subordinates to a command classification.

ARTICLE 16 – SENIORITY/PROBATIONARY PERIOD

16.1 Seniority

Classification seniority shall mean the length of continuous service in the following classifications: Sergeants, Police Officers, Code Enforcement Officers, Community Services Officers, Communications Specialist, Communications Supervisor (retaining seniority as previous Communication Specialist), Records Clerks, and Records Supervisor/Crime Analyst (retaining seniority as previous Records Clerks). Classification seniority accrued in one classification shall not apply to classification seniority in another classification.

In the event of a layoff and rehire within a classification, classification seniority shall prevail. An employee with classification seniority in more than one of the classifications listed above shall have the right to use his/her respective classification seniority for bumping privileges into the other classifications.

As applies to vacation scheduling, classification seniority shall prevail, provided said scheduling is compatible with the operating needs of the Department.

If an employee is promoted out of the bargaining unit and does not succeed in that position within the designated probationary period, he/she shall return to the bargaining unit and same classification without loss of seniority accumulated in the bargaining unit.

16.2 The City will provide the union with a copy of the seniority list on July 1st of each year. Any errors in the posted list shall be reported to the Police Chief within fifteen (15) working days of the date of the posting.

16.3 An employee shall lose all seniority in the event of voluntarily quitting or discharge, failure to return from layoff within thirty (30) calendar days following notification by registered letter or failure to return from a leave of absence within three (3) normal business days following the expiration of such leave.

16.4 Seniority shall not accrue during unpaid leaves of absences, unless otherwise proscribed by law.

16.5 Probationary Period

Every new employee hired into the bargaining unit shall serve a probationary period of eighteen (18) full months, except that new employees with prior experience that are certified or are certifiable based on attendance of the DPSST Career Officer Short Academy shall serve a probationary period of twelve (12) months. Probation for a regular employee in a promoted classification shall be twelve (12) months.

The Association recognizes the right of the City to terminate new employees on probationary status at any time for any reason without recourse to appeal, and to exercise all rights not specifically modified by this Agreement with respect to such employees, including but not limited to the assignment of the right of the City to demote an employee on twelve (12) month promotional probationary status to his or her previous position.

16.6 If the City decides to eliminate the twelve (12) hour plan, the Chief shall designate the initial team members and shift. If the City elects a five-eight (5-8) or four-ten (4-10) plan under Article 13.1 of this Agreement, then the City shall determine shift and days off availability by classification and the duration of rotations. Employees shall bid based on seniority by classification. Over a period of sixteen (16) months each employee shall bid at least three (3) of the available shifts (days, swing, graveyard and relief). The City may depart from seniority to schedule as required for training of a new employee, for special assignments (school resources officer, detectives and Multi-disciplinary Task Force assignments, motor officers and patrol relief shift officers, if any, and for the duration of assignment to a special school or academy).

ARTICLE 17 – LAYOFF

17.1 If the City should reduce its work force, layoffs shall be made within each job classification in the department on the basis of classification seniority.

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

17.3 An employee who has been displaced to another job shall be given first consideration in filling a vacancy in his/her previous classification and department for a period of one year, provided that no senior employee in that classification is currently on layoff status.

17.4 Employees on layoff shall be eligible for recall for a period of fourteen (14) months after the effective date of the layoff. Laid off employees will be called back to work based on descending order of classification seniority. No new bargaining unit employees will be hired in any classification until all laid off employees from that classification have been given an opportunity to return in accordance with this Agreement.

17.5 It shall be the responsibility of the employees laid off to keep the City informed of the address at which they may be reached and re-employment shall be offered in person or by registered mail addressed to the last address furnished by the employee. When an offer of re-employment has been made, the former employee shall advise the City of acceptance within one (1) calendar week, and shall report for duty within ten (10) days of the receipt of the notification by the City, unless prevented by just cause from reporting within the time period. An employee who fails to accept re-employment when offered by the City in accordance with provisions of this Article shall be deemed to have forfeited all rights hereunder.

17.6 Employees laid off shall, if re-employed within fourteen (14) months be paid at the appropriate wage rate at the time of layoff in the classification at which re-employed.

17.7 Employees accepting demotions for the purpose of maintaining continuation of employment shall receive corresponding wage rate for the period of service in the classification to which he or she may be transferred.

ARTICLE 18 – DISCIPLINARY PROCESS

18.1 If the City has reason to discipline an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public.

18.2 Discipline for regular employees shall only be for just cause and will normally be progressive beginning with written reprimand, suspension, and finally to discharge. Some alternative forms of discipline may occasionally be used if more appropriate to a circumstance than those listed above. If a violation of City policy or work practices is of a serious enough nature, an employee may be suspended and/or discharged without prior disciplinary warnings.

Corrective actions: The parties acknowledge the needs of management to provide counseling and corrective action to assist employees with work performance. Corrective actions may include counseling, directives, work improvement plans and verbal warnings, even if reduced to writing, and written warnings. All corrective actions will be clearly labeled. Corrective actions are not considered disciplinary actions and will not be placed in the employee's personnel file. They are not subject to the grievance process. Corrective actions may serve as notice of and progressive action. Corrective actions will be evaluated with the employee in yearly performance reviews.

Employees receiving corrective actions may provide written rebuttal to be attached to the counseling.

18.3 Pre-disciplinary "due process" shall be provided in cases of economic discipline and means written notice of the charges and the facts upon which the charges are based, notice of the maximum range of discipline under consideration, and an opportunity to meet with the decision maker or his/her designee in order to correct any errors in the record and explain. If the essential facts which support the allegations are not described in detail in the written notice, the City shall provide the Association and the affected employee with all the documents which are relied upon. If a grievance is filed challenging discipline, documents upon which the City has relied shall be provided to the Association and the affected employee if the City has not already done so, and the reasons for the discipline shall not be expanded at a later date, except in such cases where further evidence pertinent to the situation is subsequently discovered.

Notices of disciplinary action shall be retained as the employee's ongoing employment record. For purposes of use in progressive discipline, notices of written reprimands shall be deemed to be stale and removed upon request from an employee's personnel file eighteen (18) months after issuance and letters of suspension or demotion shall be deemed to be stale and removed upon request from an employee's personnel file thirty-six (36) months after they have been issued, unless the employee receives additional discipline for like offenses within the stated period. If that occurs, the original discipline may be used in progressive discipline.

ARTICLE 19 – PERSONNEL FILE

Any employee upon his/her request, and at a mutually agreeable time, shall have access to his/her personnel file. Any employee may request management to reproduce his/her personnel file in part or in full for his/her individual use, and such reproduction will be accomplished as soon as is practicable.

No information that reflects negatively upon an employee shall be placed in an employee's personnel file unless the employee has had the opportunity to read and sign the document. In addition, each employee shall have the opportunity to read and sign any evaluations prior to being placed in their personnel file. Employees shall have the right to respond in writing to such material and such response shall be attached thereto.

ARTICLE 20 – SETTLEMENT OF DISPUTES

20.1 For the purpose of this contract, a grievance is defined as a dispute about meaning or interpretation of a particular clause of this contract or about alleged violation of the contract. Corrective actions, as defined in Article 18, shall not be subject to the grievance procedure.

20.2 Grievances will be processed in the following manner and within the following time limits:

Step 1. The employee will meet informally with his/her immediate supervisor to discuss the problem. If the problem is not resolved at this level, the employee may file a formal grievance as described below.

Step 2. The grievance shall be reduced to writing, signed by the employee and/or the Association and shall include the following information:

- a) A statement of the grievance and the facts upon which it is based;
- b) Remedial Action or request;
- c) The section of the contract to which the grievance relates.

The grievance will be submitted by the employee within fourteen (14) calendar days commencing on the day after learning the facts leading to the grievance, to the first level of supervision outside the bargaining unit in case of non-supervisory personnel, or to the Police Chief in the case of supervisors. The supervisor shall respond within ten (10) calendar days. If the matter is not resolved in Step 2, the matter can be moved to Step 3 as described below.

Step 3. The grievance along with all pertinent information shall be submitted to the Chief of Police in the case of non-supervisory personnel, or to the City Administrator in the case of supervisors by the Association and Local 223. The Chief of Police and/or the City Administrator shall meet with the aggrieved party and the Association representative, and shall render a decision within fourteen (14) days, excluding Saturdays, Sundays and Holidays, beginning with the day after the written grievance is received. If the grievance cannot be resolved within this period of time, it shall be forwarded to Step 4. The Association representative shall notify the City of intent to proceed to Step 4 in writing, within ten (10) calendar days of the rendering of the decision in Step 3 or the matter shall be considered dropped.

Step 4: Mediation: In the event no agreement is reached in Step 3, the party's may mutually agree to mediation. The parties will agree to a mutually acceptable mediator or agree to use a mediator appointed by the ERB or other agreed provider. Costs for the mediator shall be shared. Mediation will have a cap of 90 days from notice of election to mediate. The parties must meet at least twice in the mediation process, unless otherwise agreed, and the parties agree to act in good faith to resolve the dispute. If the grievance remains unsettled after the 90 days, either party may move to Step 5, Binding Arbitration. Request for Arbitration by the moving party must be within the next 30 days or the grievance ends. The parties may mutually agree to extend the 90 days, but such must occur before the expiration of the initial 90 days.

Step 5 Arbitration: An arbitrator shall be selected in the following manner: A list of nine (9) Oregon arbitrators shall be requested from the Employment Relations Board and the parties shall alternately strike one name from the list until only one name is left. The toss of a coin shall decide whether the City or the Association strikes the first name. The one name remaining after such striking shall be the arbitrator. One day will be allowed for the striking of each name. The arbitrator shall be asked to render a decision within thirty (30) calendar days. The power of the arbitrator shall be limited to interpreting of this contract and/or determining if it has been violated. He shall have no power to alter, modify, add to or subtract from the terms of the Agreement. The decision shall be binding on both parties. The cost of the arbitrator's fees and expenses shall be shared equally by the parties.

20.3 Any or all time limits specified in the grievance procedure may be waived by mutual consent of the Association and the City. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure of the City to adhere to timeliness contained in this Article shall result in the grievance moving to the next step.

20.4 A grievance may be terminated at any time upon receipt of a signed statement from the employee or from the Association that the matter has been resolved.

ARTICLE 21 – UNIFORMS AND EQUIPMENT

21.1 Authorized uniforms and protective equipment as required by the department will be furnished by the City to each employee with replacement of the same when necessary through wear, destruction or changing of the uniform or equipment. Equipment lost or damaged negligently may be replaced at the employee's expense.

21.2 Uniformed Employees. Uniform cleaning will be furnished by the City. Such cleaning shall be limited to duty uniforms. Necessary dry cleaning of authorized uniforms will continue in accordance with past or otherwise approved Police practices.

21.3 Plainclothes and Detective Assignments. Employees assigned to the detective division or to plainclothes assignment shall receive a one-time reimbursement up to \$500 per fiscal year upon submission of receipts. All receipts are to be submitted by June 1st of each year and the reimbursement will be paid in the month of June.

ARTICLE 22 – TRAVEL

22.1 The City will reimburse employees at the I.R.S. rate in effect the previous January 1 for all miles traveled whenever they are directed and authorized to use their personal vehicles for approved Police Department business.

When lodging is provided on the premises at the travel location and the stay is authorized by the City, only one round-trip per seven-day period will be reimbursed to the employee.

ARTICLE 23 – NO STRIKE CLAUSE

23.1 During the term of this Agreement, the Association and members of the bargaining unit, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage or slowdown, or any other interruption of City services. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union, or by any other labor organization when called upon to cross such picket line. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this article.

ARTICLE 24 – MANAGEMENT RIGHTS

24.1 Except as otherwise specifically limited by the terms of this Agreement, the City retains all of the customary, usual and exclusive rights, decision making prerogatives, functions and authority connected with, or in any way incident to, its responsibility to manage the affairs of the City or any part of it. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the City shall include the following:

1. To direct and supervise all operations, functions and policies of the Department in which the employees in the bargaining unit are employed;
2. To manage and direct the work force, including, but not limited to the right to determine and retain employees; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies;
3. To determine the need for a reduction or an increase in the work force;
4. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials and equipment;

5. To implement new and to revise or discard, wholly or in part, old procedures, materials, equipment, facilities and standards;
6. To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, in bad faith, or without just cause (except a probationary employee).

Management rights, except where abridged by specific provisions of this Agreement, are not subject to the grievance procedure.

ARTICLE 25 – SAVINGS CLAUSE

25.1 The provisions of this contract are declared to be severable, and if any section, subsection, sentence, clause or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional by legislative or judicial authority, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this agreement, but they shall remain in effect, it being the intent of the parties that this Agreement shall stand, notwithstanding the invalidity of any part.

In the event that any section, subsection, clause or phrase of this agreement is held to be invalid or unconstitutional, the parties shall meet within forty five (45) calendar days of receiving the information regarding invalidity or unconstitutionality to negotiate a replacement that to the extent legally allowable, serves the same purpose as the severed language. If an agreement on suitable replacement language is not reached within ninety (90) calendar days of the party's first meeting, interest arbitration on that issue may be initiated by either party.

ARTICLE 26 – TERM OF AGREEMENT

26.1 This Contract shall be effective upon execution and remain in full force and effect until June 30, 2017. It shall remain in full force and effect from year to year thereafter, unless either the City or the Association, or both, shall serve written notice on the other party no later than January 31 of the year in which the Agreement expires, of its desire to modify the Agreement for any reason.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

In the event that both parties find any non-cost section of this contract mutually unacceptable, the parties may develop a joint administrative memorandum to define the new procedure under which they both agree to operate.

This contract may be opened at any time during the duration thereof by mutual agreement of both parties.

All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

ARTICLE 27 – HISTORICAL CLAUSE

27.1 Any non-written historical benefit that has not been used during a period of four (4) years shall cease to be interpreted as a historical benefit.

This agreement is signed on this 16th day of JULY 2014 by the Lebanon Police Association (Teamsters Local 223), and the City of Lebanon.

For the City



Paul Aziz, Mayor
Date:

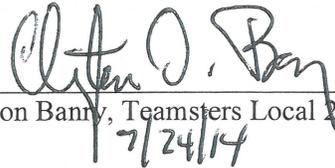


Gary Marks, City Manager
Date:

For the Union



Patrick O'Malley, President, Lebanon Police Association
Date:



Clayton Barry, Teamsters Local 223
Date: 7/24/14

SALARY SCHEDULE

Agreement between City of Lebanon and the Lebanon Police Association
Salary ranges for the period July 1, 2014 through June 30, 2015

Classification	Step 1	Step 2	Step 3	Step 4
Sergeants – Monthly Base Salary (LGPI Grade 9)	4771	5107	5566	6014
<i>Potential Additions to Monthly Base Salary:</i>				
3% Detective	143	153	167	180
2.5% Intermediate Certification	119	128	139	150
3.5% Advanced Certification	167	179	195	210
4.5% Supervisory Certification	215	230	250	271
5% Corrections Certification	239	255	278	301
3% Bi-Lingual Fluency	143	153	167	180
<i>Career Recognition Pay - (Added to base salary)</i>				
1% Career Recognition Beginning at the 97th month of service	48	51	56	60
2% Career Recognition Beginning at the 169th month of service	95	102	111	120
3% Career Recognition Beginning at the 229th month of service	143	153	167	180

Officers – Monthly Base Salary (LGPI Grade 7)	3976	4256	4638	5012
<i>Potential Additions to Monthly Base Salary:</i>				
3.5% Team Leader		149	162	175
3% Field Training Officer		128	139	150
3% School Resource		128	139	150
3% Detective		128	139	150
3% Motorcycle Officer		128	139	150
2.5% Intermediate Certification		106	116	125
3.5% Advanced Certification		149	162	175
4.5% Supervisory Certification		192	209	226
3% Jail Officer		128	139	150
3% Bi-Lingual Fluency	119	128	139	150
<i>Career Recognition Pay - (Added to base salary)</i>				
1% Career Recognition Beginning at the 97th month of service				50
2% Career Recognition Beginning at the 169th month of service				100
3% Career Recognition Beginning at the 229th month of service				150

Community Policing Officer - Monthly Base Salary (LGPI Grade 6)	3979	4297	4642	5013
<i>Potential Additions to Monthly Base Salary:</i>				
2.5% Intermediate Certification		107	116	125
3.5% Advanced Certification		150	162	175
3% Bi-Lingual Fluency	119	129	139	150
<i>Career Recognition Pay - (Added to base salary)</i>				
1% Career Recognition Beginning at the 97th month of service		43	46	50
2% Career Recognition Beginning at the 169th month of service		86	93	100
3% Career Recognition Beginning at the 229th month of service		129	139	150

Code Enforcement Officer - Monthly Base Salary (LGPI Grade 5)	3477	3728	3989	4274
<i>Potential Additions to Monthly Base Salary:</i>				
3% Bi-Lingual Fluency	104	112	120	128
1% Career Recognition Beginning at the 97th month of service		37	40	43
2% Career Recognition Beginning at the 169th month of service		75	80	85
3% Career Recognition Beginning at the 229th month of service		112	120	128

Records Clerk II - Monthly Base Salary (LGPI Grade 5)	3477	3728	3989	4274
<i>Potential Additions to Monthly Base Salary:</i>				
2.5% Intermediate Certification		93	100	107
3.5% Advanced Certification		130	140	150
3% Bi-Lingual Fluency	104	112	120	128
<i>Career Recognition Pay - (Added to base salary)</i>				
1% Career Recognition Beginning at the 97th month of service		37	40	43
2% Career Recognition Beginning at the 169th month of service		75	80	85
3% Career Recognition Beginning at the 229th month of service		112	120	128

Communications Specialists – Monthly Base Salary (LGPI Grade 4)	2927	3161	3414	3687
<i>Potential Additions to Monthly Base Salary:</i>				
3% Field Training Officer		95	102	111
2.5% Intermediate Certification		79	85	92
3.5% Advanced Certification		111	119	129
3% Bi-Lingual Fluency	88	95	102	111
<i>Career Recognition Pay - (Added to base salary)</i>				
1% Career Recognition Beginning at the 97th month of service				37
2% Career Recognition Beginning at the 169th month of service				74
3% Career Recognition Beginning at the 229th month of service				111

Records Clerk I - Monthly Base Salary (LGPI Grade 3)	2707	2924	3158	3411
<i>Potential Additions to Monthly Base Salary:</i>				
3% Bi-Lingual Fluency	81	88	95	102
<i>Career Recognition Pay - (Added to base salary)</i>				
1% Career Recognition Beginning at the 97th month of service				34
2% Career Recognition Beginning at the 169th month of service				68
3% Career Recognition Beginning at the 229th month of service				102

Approved by 

7/16/14
Date

APPENDIX B – DRUG AND ALCOHOL POLICY

Introduction

The City of Lebanon has a strong commitment to provide a safe workplace for its employees, and to establish programs promoting high standards of employee productivity. Consistent with that commitment, the City and Union have agreed to this Drug and Alcohol Policy to establish and maintain a safe and productive work environment.

Prohibited Conduct

The following conduct is strictly prohibited:

1. Buying, selling, transporting, distributing, or possessing drugs (excluding the possession of the employee's prescription medication) or alcohol while on City property or while off City property performing work duties. "City property" includes all property owned, rented, leased or controlled by the City, including parking lots. It also extends to City equipment and vehicles on or off City property.
2. Reporting for work or returning to duty under the influence of alcohol or drugs, excluding prescribed medications. An employee is considered to be "under the influence" if a prohibited substance is present in his/her body or, for substances measured by volume, is present beyond the agreed upon threshold limits set forth in the Department of Transportation "DOT" regulations.

(The rules governing reporting to work with prescribed medication present in the body are set forth below.)

3. Failing to promptly report convictions and or plea-bargains for an alcohol or drug related criminal offense. All drug and alcohol related convictions and plea bargaining agreements must be promptly reported to the Human Resources Manager. This obligation to disclose applies to all convictions or plea bargains, which occur after the effective date of this Agreement.
4. Failing to comply with City directives regarding enforcement of this policy, including but not limited to refusing to promptly submit to required testing.
5. Giving false, diluted or altered urine samples and failure to comply with rehabilitation conditions imposed by the City or rehabilitation counselors.
6. Failing to comply with DOT or other applicable laws or regulations for those employees covered by such laws and regulations.

"Drugs" refers to all controlled substances as defined by law.

Employees who engage in any prohibited conduct will be subject to discipline, including discharge.

Mandatory Testing

The City may require an employee to immediately submit to blood, urine or breathalyzer testing to detect drugs or alcohol where:

1. The City has reasonable suspicion to believe that an employee has reported to work or returned to duty with alcohol and/or drugs present in his/her body.

Reasonable suspicion shall be defined as suspicion based on observations that the City can describe concerning the appearance, unusual behavior, speech, breath odor, body symptoms or other reliable indicators that an employee has consumed drugs and/or alcohol in violation of this policy.

In the event the City requires an employee to be tested in accordance with the reasonable suspicion testing rule, and the employee tests positive for any amount of drugs or alcohol present in his/her body, the test results shall be deemed conclusive evidence that a reasonable suspicion existed for the City to require the employee to submit to the test.

2. An employee is involved in any work related accident which results in death or bodily injury to the employee, a coworker or another person *or* which results in any property damage beyond damage which is determined by the City to be de minimis.

In the event an employee is injured and is therefore unable to promptly consent to testing, the employee will be required to authorize a release of medical records to reveal whether drugs and/or alcohol were in his/her system at the time of the accident.

3. Required by DOT or other applicable laws or regulations.

4. Required pursuant to a rehabilitation agreement imposed by the City.

Prescribed Medication

Employees utilizing any prescribed medication, which is accompanied by warnings that the medication may impair mental or motor skills or cause drowsiness, must immediately report this treatment to his/her supervisor so a determination can be made regarding the effect of the medication on the employee's ability to safely perform his/her job.

Searches

The City reserves the right to conduct searches of its vehicles, property or equipment at any time. The City reserves the right to require an employee to submit to a search of his/her possessions brought into the work place if the City has reason to believe the employee is concealing drugs and/or alcohol in the item(s) being searched. The City will not request or require any employee to submit to a search of his/her body.

Safeguards

All testing will be done by a laboratory designated by the City, which is certified in accordance with the standards disseminated by the National Institute of Drug Abuse and Department of Transportation. Positive drug test results will be reported to the Human Resources Manager. All positive drug test results will be confirmed using GCMS methodology. Drug test results will be considered medical records and treated as confidential to the extent required by law.

The City will pay for the cost of any required testing and any required evaluation for drug and/or alcohol dependencies, which are not covered by the group insurance policy.

Employees who question the validity of the controlled substances test may request in writing a retest or a split sample test within seventy-two (72) hours of the results of the original test.

Rehabilitation

The City encourages employees who have drug and/or alcohol dependencies or think they may have such dependencies to seek assistance voluntarily. When an employee voluntarily reports a drug or alcohol dependency and seeks assistance, that employee will be placed on a leave of absence or adjusted working hours to allow for inpatient or outpatient rehabilitation treatment as recommended by the rehabilitation counselors.

The employee will not be permitted to work until such time as a competent medical authority, approved by the City, has certified that the employee has controlled the problem and is able to safely perform his/her job duties. However, if an employee claims drug or alcohol dependencies *after* violating this policy, the employee will be subject to immediate discharge, irrespective of such dependencies.

The time an employee is off work undergoing rehabilitation is unpaid. However, employees may draw their unused, accumulated sick leave and/or vacation pay. Also, employees who are receiving health insurance coverage will be eligible for continuation of health insurance benefits with standard City contributions as required by the Family Medical Leave Act.

In order to continue working for the City, an employee seeking assistance must agree to all treatment, rehabilitation, after-care and follow-up testing as set forth in a written rehabilitation and return to work agreement required by the City.

FOR THE CITY OF LEBANON

Memorandum of Understanding

12-Hour Work Plan

Effective Date: February 1, 2008

Purpose and Reference: This MOU addresses and defines equalization for the 12-hour work plan for the life of the current collective bargaining agreement, and in particular the adjustment made pursuant to past-practice in order to equalize to the greatest extent possible hours of work on the twelve (12) hour shift with hours of work on the eight (8) or ten (10) hour shifts.

Equalization: Employees who work an eight or ten hour shift work approximately 2087 hours per year. Employees who work a twelve (12) hour shift work approximately 2191 hours per year. In order to equalize the differential to a degree appropriate, it is agreed that employees assigned to work a twelve (12) hour shift will receive a "shift credit" of fifty six (56) hours per year, as follows: In January of each year officers then assigned to the twelve (12) hour shift will receive a shift credit of six and one half (6.5) hours. For each month during the remainder of the year, officers then assigned to a twelve (12) hour shift will receive a shift credit of four and one half (4.5) hours. A shift credit must be taken as time off within the pay period in which it is earned, and reflected appropriately on the time sheet. If a shift credit is not taken, it shall not be carried forward and will be forfeited. Shift credit time off may be combined with compensatory time or vacation leave which is approved in accordance with the compensatory time off and vacation articles of the collective bargaining agreement.

"Shift credits" as referred to herein have traditionally been referred to as "earned leave" which is separate and distinct from vacation, holiday and compensatory time. Time off under this MOU is not merged with or added to any other form of accrued leave bank and must be taken off in accordance with the terms of this MOU.

For the City of Lebanon

Date: