

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**FLORENCE POLICE EMPLOYEES' ASSOCIATION**

**AND**

**THE CITY OF FLORENCE**

**2021 - 2024**

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## **PREAMBLE**

This Collective Bargaining Agreement is entered into between the City of Florence, an incorporated city of the State of Oregon, hereinafter called the City, and the Florence Police Employees' Association, herein called the Association, for the purpose of establishing wages, hours and other terms and conditions of employment as provided by ORS 243.650 through 243.806.

## **ARTICLE 1 – RECOGNITION**

### **1.1 Description**

The City recognizes the Association as the sole and exclusive bargaining agent for all employees of the Police Department, excluding all part-time (less than 20 hours per week), temporary (less than 600 hours in any 12-month period and such employee shall not supplant a regular bargaining unit employee), supervisory or confidential employees, department heads, officials or officers of the City as such are defined in City Personnel Policy.

The classifications or job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that they will continue to be utilized by the City. The City agrees not to change job titles or classifications covered by this Agreement for the purpose of avoiding the terms of this Agreement.

### **1.2 New Classifications**

The City shall notify the Association in writing of its decision to implement any and all new classifications pertaining to work of a nature performed by employees in the bargaining unit. The City will assign a wage scale to the position and inform the Association. In the event the Association does not agree with the assigned wage scale and makes a demand to bargain within fourteen (14) calendar days of notification, the City will bargain over the wage for the position; the City may implement the position and the assigned wage scale until negotiations are completed. If the new classification is a successor title to a classification covered by this Agreement and the job duties are not significantly altered or changed, the new classification shall automatically become part of this Agreement.

## **ARTICLE 2 - ASSOCIATION SECURITY**

### **2.1 Check-off**

Association dues, initiation fees, and any other existing payroll deductions shall be deducted from the wages of members in the bargaining unit when individually authorized, as provided herein.

Any authorization for Association dues/fees deductions and any cancellation of such may be made by a member of the bargaining unit upon written notice to the City and the Association prior to the 15<sup>th</sup> day of the month, to be effective on the first day of the following month.

The City will not be held liable for check-off errors, but will make proper adjustments with the Association as soon as practical. In no case shall such an adjustment extend beyond the following month. The City will notify the Association within seven (7) days of the date of hire of any new employee including their name, position, and mailing address.

## **2.2 Hold Harmless**

The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken in complying with the provisions of this Article. If an improper deduction is made, the Association shall refund directly to the employee any such amount.

## **2.3 Maintenance of Benefits**

The City acknowledges its obligation to maintain the existing conditions of all mandatory subjects of bargaining whether or not specifically enumerated in this contract. Any changes the City makes that are mandatory subjects of bargaining that are not enumerated in this contract, will only be done in accordance with State statute.

## **2.4 Negotiations**

The City will allow one bargaining unit member to attend sessions without loss of pay. When an on-duty member is negotiating, they will be subject to call as needed for emergencies. Attendance at negotiations shall not result in the payment of overtime.

## **ARTICLE 3 – NON-DISCRIMINATION**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, religion, national origin, sexual orientation, union affiliation, mental or physical disability that is subject to reasonable accommodation - except as provided by law, political affiliation, or any other legally protected class.

All references to gender used in this Agreement designate both sexes and when the male gender is used, it shall be construed to include both male and female employees covered by this Agreement.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

Except as expressly modified or restricted by a specific provision of this Agreement, all charter, statutory and other managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, by way of description and not limitation, the rights, in accordance with its sole and exclusive judgment and discretion: to direct and supervise all operations and functions; to manage and direct the work force; the right to determine the methods, processes, locations and manner of performing work; to hire, promote, and retain employees; to determine schedules of work; to determine the need for a reduction or an increase in the work force; to establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials and equipment; to implement new and to revise or discard, wholly or in part, methods, procedures, materials, equipment, facilities and standards; and, to sub-contract or contract projects or works it deems appropriate. Utilization of any management rights not specifically limited by this agreement shall be at the City's discretion and not subject to negotiation, unless the matter is a mandatory subject of bargaining as required by ORS 243.650 through 243.672, or the grievance procedure. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE 5 – NO-STRIKE & LOCKOUT**

### **5.1 Strikes**

During the life of this Agreement, neither the Association nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike (including sympathy strike), slowdown, concerted stoppage of work, or any other intentional disruption of the operations of the City, regardless of the reason for so doing.

Upon receiving notice of such activity, whether authorized or not, the Association shall take all reasonable steps to terminate the activity and induce the participating employees to return to work.

An employee who participates in a strike, slowdown, picket, boycott, or other interruption of work in violation of this Article may be disciplined, up to and including discharge, without recourse to the grievance procedure.

### **5.2 Lockout**

The City may not lockout employees during the life of this Agreement.

## **ARTICLE 6 – COMPENSATION**

### **6.1 Wages**

Effective July 1, 2021, employees shall be paid in accordance with the salary schedules attached hereto and labeled Appendix A, which reflects two-point two percent (2.2%) increase to base wage.

Effective July 1, 2022 and July 1, 2023, employees' wages shall be increased by the All Cities, CPI-W for February of the applicable year with a minimum of two percent (2%) and a maximum of three percent (3%).

### **6.2 Movement on the Schedule**

Any represented employee of the Florence Police Department shall be eligible and receive a one-step advance on the pay schedule on the anniversary date of his/her date of hire or date of promotion, provided his/her work performance is meeting or above standards as reflected in his/her performance evaluation. Such merit salary adjustments are not automatic and are approved by the City Manager based upon a positive recommendation of the Chief of Police as to the employee's performance. Unless approved on an exceptional basis, no employee shall receive more than one merit salary increase during a fiscal year.

The denial of any merit increase will be subject to the grievance procedure up to Step 3 of Article 15.

New employees not in PERS will start at a salary rate five and one-half percent (5.5%) less than the rate they are hired at until they are eligible for PERS.

### **6.3 Incentive Pay**

As certification pay, a Police Officer, Corrections Officer or Dispatcher with Intermediate D.P.S.S.T. certification will receive a three percent (3%) increase in pay and one with Advanced D.P.S.S.T. certification will receive a six percent (6%) increase in pay. Certification pay will be effective the beginning of the pay period following the date of certification. Certification pays are not cumulative.

A Police Officer, Corrections Officer or Dispatcher with an Associate's Degree from an accredited college or university will receive a two percent (2%) increase in pay. Employees who have a Bachelor's degree from an accredited college or university will receive a four percent (4%) increase in pay. These education incentive pays are not cumulative and are limited to one qualifying degree. Employees must provide the City with proof of their eligibility for education incentive pay. The pay will be effective the beginning of the pay period following the City's receipt of the documentation.

### **6.4 Deferred Compensation**

The City shall allow employees to participate in a deferred compensation plan, on a non-contributory basis.

### **6.5 Field Training Officer Pay**

Employees assigned as field training officers will be compensated an additional five percent (5%) of base salary for time actually training new employees in an FTO documented program as authorized by the Chief.

### **6.6 Bilingual Pay**

Employees who have demonstrated fluency in Spanish and who have successfully passed a mutually agreeable fluency examination administered by the City will be eligible to receive \$50 per month for bilingual pay. Employees who receive bilingual pay must be willing and available to respond when their skills are required.

### **6.7 Jail Pay**

In recognition that the jail has been changed to a local correctional facility from being a lockup or holding facility only, officers assigned to be the jail coordinator or required to obtain corrections certification will receive additional compensation as designated below.

An employee assigned by the City to serve as the jail coordinator will be compensated an additional five percent (5%) of base salary for all time working in the assignment. Other employees required by the City to obtain and maintain corrections certification will receive an additional two percent (2%) of base salary, as long as they are a certified police officer with a basic DPSST law enforcement certification.

### **6.8 LEDES Representative**

Should LEDES representative responsibilities be assigned to a bargaining unit member, that member shall receive two percent (2%). The City agrees that two (2) bargaining unit members shall be eligible to be LEDES certified with one employee acting as primary LEDES representative and the other as an alternate. If the primary representative is unable to perform LEDES duties, and if the City determines in their sole discretion that the LEDES responsibilities need to be assumed by the alternate, the primary will be so notified and they will forfeit the 2% incentive to the alternate until such time that the primary is able to resume his or her duties, as assigned by the City. The City, however, retains the discretion to assign these duties to an employee outside of the bargaining unit.

### **6.9 Acting Supervisor Pay**

If the Chief designates in writing an employee to serve as an Acting Sgt. or Acting CCO, the employee will be compensated an additional five percent (5%) of base salary for the duration of the assignment.

## **ARTICLE 7 – HOURS & OVERTIME**

### **7.1 Overtime**

As used in this Article, overtime for full-time employees is defined as those hours in excess of and continuous with an employee's shift and in excess of the work week, which will be five (5) consecutive days of eight (8) hours, followed by two (2) consecutive days off, or four (4) consecutive days of ten (10) hours, followed by three (3) consecutive days off. Overtime for part-time employees is defined as any hours beyond eight (8) hours in a day or 40 (forty) hours in a work week. Extra hours worked by part-time employees that are less than eight (8) hours in a day or 40 (forty) hours in a work week will be paid at the employee's regular hourly rate. At the option of the employee, overtime will be compensated in cash at the rate of one and one-half (1 1/2) times the employee's regular rate of pay or in the form of compensatory time off at the rate of one and one-half times the hours worked. Employee's compensatory time accrual may not exceed ninety (90) hours. Any overtime requests for compensatory time accrual that exceed ninety (90) hours shall be automatically paid in cash. Employees may only cash out up to eighty (80) hours of accumulated compensatory time at any one time. Overtime will be rounded to the nearest quarter of an hour.

### **7.2 Work Period**

The work period for all bargaining unit employees, except for canine officers, will begin at 12:01 a.m. Sunday and will continue for a period of seven (7) consecutive days. (See 7.10 below for the work period for canine officers.) If an employee works on scheduled days off, the employee shall be entitled to overtime.

Nothing herein restricts alternative shift schedules or flexible work hours within the work period subject to the agreement of City, the Association, and the affected employee. It is agreed that the hours for the Detective position are flexible.

### **7.3 Work Schedules**

Work schedules showing the employee's shift, workdays, and hours shall be posted on the Department bulletin board. Notice of changes in work schedules will normally be given fifteen (15) days in advance except in the case of adjustments made to a probationary employee's schedule for purposes of the Field Training program, or in the case of an emergency. The Chief of Police may, in an emergency or in an unforeseen circumstance, reschedule shift changes with less than fifteen (15) days' notice. The Chief may also determine the need for a directed patrol response to a specific crime problem which would require a temporary shift change. Twenty-four (24) hour notice will be given in the case of such a directed patrol response. Any shift change without the required notice, as provided herein, shall be subject to the overtime provisions for all hours worked outside the employee's work schedule for the first workday. These notice requirements do not apply to employees working on a case



assignment in which the working hours must be changed, in the supervisor's judgment, to successfully complete the assignment.

When the schedule originally posted requires employees to work more than eight (8) hours in any given 24-hour period, or ten (10) hours in a 24-hour period for employees on a four/ten (4/10) schedule, the employee shall receive overtime pay for all hours in excess of eight (8) or ten (10) in such 24-hour period. Additionally, the City will not schedule employees to work a graveyard and day shift in the same work week, except when making schedule changes during a shift rotation. The current schedule in Communications that combines graveyard and overlap days is an exception to these provisions.

#### **7.4 Callback**

Callback is defined as those hours not continuous with an employee's shift. An employee called back to work after having gone home shall receive a minimum of three (3) hours pay at the overtime rate, except if called back to rectify his/her own error, unless the employee was called back within one (1) hour prior to the start of his/her regular shift. In these situations, the employee will be paid for actual time worked in accordance with 7.1. In the event an employee is called back to work to rectify an error, the employee shall only be paid for time worked, or as proscribed by law.

Callback for court will be compensated at a minimum of three (3) hours at the overtime rate unless the employee is notified of changes in court proceedings or fails to call in as required by the Department. Hours paid but not worked under this Article shall not count as hours worked during the work period for overtime purposes.

Employees will not be required to work beyond the purpose of their callback unless the time exceeds the three (3) hours and is annexed to the beginning of their shift or an emergency exists.

#### **7.5 No Pyramiding**

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

#### **7.6 Calling an Employee**

An employee who is called at home regarding City business, other than calls related to regular or overtime assignments, shall receive a minimum of fifteen (15) minutes of overtime pay per telephone call.

#### **7.7 Meals and Breaks**

All employees' work schedules shall provide for a paid fifteen (15) minute rest period during each one-half shift, and a paid meal period of thirty (30) minutes each work shift. All meal and rest periods shall be "on duty" and allowed only as operational requirements permit.

### **7.8 Training**

For authorized training, the City will pay for any travel time to attend a training outside the area. Employees may elect to take their personal vehicle to trainings outside the City. However, if a City vehicle would have been available for use, employees will not be reimbursed for mileage for the use of their personal vehicle. Employees using their own vehicle may be asked to sign a waiver of liability.

If the employee has to travel a total of four (4) or more hours for an eight (8) hour or full-day training in accordance with this Article, or attends a training workshop in excess of one (1) day, the City shall pay for motel accommodations the night(s) before the training day(s).

The City may adjust an employee's work schedule to match the schedule of training the employee attends in accordance with section 7.3 above.

The City will provide advance payment or will reimburse the employee for any reasonable lodging, meals and other incidental travel expenses for out of town travel in accordance with this section. Meals will be reimbursed according to Article 12.7 of this Agreement. Registration fees and incidental travel expenses must be approved by the Chief of Police prior to travel.

### **7.9 Overtime Opportunities**

Anticipated overtime requirements will be met by either requesting to hold employees already working and/or the early return of employees scheduled for work. Once a schedule is posted, employees who are more senior than the employee assigned to work the overtime will have seven (7) days to submit a request for the overtime. The most senior employee requesting the overtime will be assigned. For officers, the Department may indicate the need of a specialty assignment, such as canine or school resource officers. However, if an overtime assignment would result in an employee being unfit for duty, as reasonably determined by the Chief of Police or designee, then that employee need not be offered the opportunity.

If no bargaining unit employee volunteers for the overtime, the City may offer it to volunteer Reserve Officers who may be eligible for such assignments.

In the event sufficient personnel do not accept voluntary overtime, the assignments may be filled by involuntarily assigning (drafting) qualified employees in the inverse order of seniority.

### **7.10 Canine Officer Assignment Work Period**

The City of Florence hereby adopts a work period of fourteen (14) consecutive days for canine handlers, as allowed by section 7(k) of the Fair Labor Standards Act. The work period begins at 12:00 A.M on Sunday.

### **7.11 Work Schedules**

It is understood that canine handlers will work a scheduled 86 hours straight time within a fourteen (14) day work period. The 86 hours straight time is comprised of two components: (1) the "normal duty shift," which consists of five (5) eight (8) hour shifts followed by two (2) consecutive days off or four (4) ten (10) hour shifts followed by three (3) consecutive days off, for a total of 80 hours of regular straight time in a fourteen (14) day work cycle, and (2) an additional six (6) hours of straight time to be divided over the fourteen (14) day work cycle (25.714 minutes a day) to provide dog care duties outside of the handler's normal duty shift. Dog care duties are defined as those duties normally performed by the handler in feeding, grooming, training, and caring for the canine at the canine's residence, cleaning up after the canine, and procuring food and other supplies for the canine. It is understood that canine handlers will be paid at their regular hourly rate for the six (6) hours spent on dog care duties. It is also understood that canine handlers are entitled to FLSA overtime when the number of hours worked by the canine handler over the fourteen (14) day work period exceeds 86.

Canine officers shall be given overtime compensation for the time spent for the care, feeding and grooming of their assigned dog on their days off. The parties agree that the reasonable time for this activity is one-half (1/2) hour per day. Any time spent, other than normal care of the dog (e.g. veterinary appointments) will be treated as any other overtime and must be approved by a supervisor in advance.

### **7.12 Contract Overtime**

In addition, canine handlers will be compensated for contract overtime according to Articles 7.1, 7.2, and 7.3. In calculating contract overtime, the City will not include the hours spent by the canine handler on dog care duties.

### **7.13 Callback**

Canine handlers shall be exempt from the three (3) hour minimum callback referenced in Article 7.4 of the Collective Bargaining Agreement to the extent they are called out when a canine is requested. In such a case, they shall be compensated at the overtime rate for a minimum one (1) hour or actual time worked, whichever is greater. For any "call-outs" where the canine is not requested, the handler shall be compensated as provided in Article 7.4.

### **7.14 Expenses**

The City will pay for dog caring expenses, such as food, medicine, veterinary bills, a kennel and other maintenance items. When procuring such dog caring items, the canine handler shall use the vendors selected by the City. The canine handler may purchase dog caring supplies or services from other than a City-approved vendor only on an emergency basis, and the canine handler will receive reimbursement for such expenses upon providing a receipt to the City.

To the extent that Articles 7.1, 7.2, 7.3 and 7.4 of the Collective Bargaining Agreement are inconsistent with 7.10 to 7.14, the terms of 7.10 to 7.14 shall control.

### **7.15 Contract Reopener**

If the City elects to change to a four-ten (4/10) schedule, the Association agrees to open the contract to bargain the impact of the schedule on current contract provisions.

## **ARTICLE 8 – SENIORITY**

### **8.1 Definition**

Seniority means the continuous length of service with the City since an employee's last date of hire. The City will provide the Association with copies of a seniority list on July 1 of each year and shall post the list on the Department bulletin board. Preference in vacation scheduling shall be by seniority on the schedule established by the Department. Employees expressing preference in shift assignments shall have such requests reviewed on the basis of seniority provided that the Chief of Police retains the exclusive right to make such shift assignments based on operational needs.

An employee loses seniority if she/he:

- (a) Voluntarily quits or is discharged;
- (b) Fails to return from layoff within fourteen (14) days following the request to do so;
- (c) Is laid off for more than twelve (12) months, at which time the employee's seniority will be frozen; or
- (d) Retires.

An employee who promotes or transfers out of the bargaining unit to another position in the City may return to it within one (1) year of the date of promotion or transfer without loss of bargaining unit seniority. Employees who return to the bargaining unit after one (1) year shall be credited with previous time within the bargaining unit for seniority purposes.

### **8.2 Accrual**

All paid leave shall count as time worked for seniority accrual, but not as hours worked under Article 7. Unpaid leave shall not be counted for seniority computation.

### **8.3 Shift Bidding**

Shift bidding will be by seniority. The most senior bargaining unit employee by classification will make his/her selection, followed by the next most senior bargaining unit employee by classification until the least senior employee has bid a shift.

Bidding will be for eighteen (18) month rotation periods. Each bargaining unit employee classified as a Police Officer must work at least one rotation of Day, Swing and Graveyard shift in the eighteen (18) month period. Rotations will be for three (3) months. Bargaining unit employees may not work more than two (2) rotations (6 months) on one shift. Example: An employee cannot work six (6) months of Days with Saturday and Sunday off and then work a rotation of Days with Thursdays and Fridays off.

Each bargaining unit employee classified as a Communications Officer shall bid for twelve (12) months on the same shift for a period of one (1) year in the eighteen (18) month period. After the twelve (12) months on the same shift expires, the communications officers must work two periods of three (3) months of the other two shifts to complete the total of eighteen (18) months. Communications Officers must work at least one rotation of 1) Day or Day/Overlap, 2) Swing, and 3) Graveyard or Graveyard/Overlap. Example: If a Communications Officer works one (1) year on a Swing shift, the Communications Officer then must work a three-month rotation of Day shift or Day shift/Overlap and then a three-month rotation of Graveyard or Graveyard/Overlap during the remaining six (6) month period of the eighteen (18) month rotation.

The City reserves the right to assign employees who have completed their field training and are in their probationary period one time to the shift of the City's choice for one three (3) month rotation period.

Upon completion of the shift bidding process, an employee's selected days off will be altered only in the case of an emergency. This provision does not apply to employees on FTEP.

Employees may trade shifts with the approval of the Chief of Police. The Chief may not unreasonably deny a request. Trades must actually be worked by the parties. Repayment by means of money or outside work is not allowed.

### **8.4 Disability Accommodation**

If an exception to this Article is needed for the City to comply with federal and state law concerning its duty to accommodate individuals with disabilities, the City may reasonably accommodate.

### **8.5 Ties in Seniority**

If more than one employee is hired on the same date, their seniority will be determined by lot. The Association shall notify the City of the appropriate seniority placement for each employee within fourteen (14) days of the date of hire. The order of seniority, once established, will be set for the employee's tenure within the bargaining unit.

## **ARTICLE 9 – VACATIONS**

### **9.1 Accrual**

After serving continuously in the Department for six (6) full calendar months, full-time employees shall be credited with forty-eight (48) hours of vacation leave. Thereafter, the employee shall accrue vacation at the following rate:

- Ninety-six (96) hours per year up through sixty (60) months of continuous service;
- One hundred twenty (120) hours per year after the 60<sup>th</sup> month of continuous service;
- One hundred forty-four (144) hours per year after the 120<sup>th</sup> month of continuous service;
- One hundred seventy (170) hours per year after the 180<sup>th</sup> month of continuous service; and
- Two hundred (200) hours per year after the 240<sup>th</sup> month of continuous service.

### **9.2 Continuous Service**

Continuous service shall be service unbroken by separation from the Department, other than approved military leave, family medical leave (FMLA/OFLA), vacation, or sick leave. Upon termination of a non-probationary employee, he/she shall be paid for all earned but unused vacation time. In case of death, compensation for accrued vacation leave shall be paid in the same manner that any salary due the decedent is paid.

### **9.3 Scheduling**

Employees shall be permitted to take a portion of, or all of, their vacation time, depending upon service requirements as determined by the City. Requests for vacation shall be submitted to the Chief or a designee.

Bargaining unit employees are guaranteed a maximum of five (5) consecutive days of vacation, once per year, to be bid by seniority, unless due to an emergency or other unforeseen circumstance. Selection will occur in January of each year. Once the bid for guaranteed vacation is completed and those vacation days have been selected, such days cannot be claimed by a more senior employee.

Whenever there is a conflict between at least two (2) employees over regular vacation scheduling, and they are unable to reconcile this conflict among themselves, the vacation request may be granted to the employee with the most seniority. Employees may only exercise their seniority right for a vacation preference once in each calendar year. All employees shall be scheduled for and granted a vacation each year after the completion of probation. Unused vacation time may accumulate, to the amount not to exceed three hundred (300) hours, provided that once an employee has reached this limit, he/she must use excess hours within thirty (30) days or lose them. The City may extend this time limit in thirty (30) day increments in order to meet necessary service requirements.

## **ARTICLE 10 – HOLIDAY COMPENSATION**

Employees shall accrue eight (8) hours per month of service completed as time off in lieu of holidays. Such time off may accrue to a maximum of ninety-six (96) hours. Such time off may be utilized when requested and approved by the Chief or designee. If the time off is not granted, the employee shall be paid for any hours they would otherwise lose, provided the City may schedule them off at its discretion.

## **ARTICLE 11 – SICK LEAVE**

### **11.1 Accrual**

To reduce the cost of non-occupational illness and injuries, employees accrue sick leave benefits at the rate of eight (8) hours per full calendar month of service completed. Accrual shall begin on the employee's date of hire. Such time off may accrue to a maximum of fifteen hundred (1500) hours.

### **11.2 Utilization**

An employee can use accrued sick leave when unable to perform work duties by reason of illness or injury, dental or medical appointment or exposure to a contagious disease. Unused sick leave shall not be compensated for in any manner upon termination.

### **11.3 Verification**

The City may require a doctor's verification of an employee's condition of health prior to an employee returning to work after an illness or injury or when an employee has been absent from work for more than three (3) days, in cases of frequent use of sick leave, or when there is reason to suspect potential abuse. The City may also require a verification for the purpose of verifying family medical leave, or any other purpose allowed by federal or state medical leave laws. Employees' out of pocket expenses resulting directly from the request for

verification, and not related to diagnosis or treatment, will be reimbursed by the City.

Verification by an independent medical examiner chosen by the City may also be required in any circumstances in which the City judges the employee's health status to constitute an obstacle to performing his/her employment responsibilities. The City will pay for the cost of any such exam and the employer shall perform the exams on an on-duty status.

Medical verification may be subject to the provisions of the OFLA/FMLA where applicable.

#### **11.4 Abuse**

Abuse of sick leave is grounds for disciplinary action.

#### **11.5 Integration with Workers' Compensation**

An employee, who is off work due to an injury which is compensable under the Oregon Workers' Compensation Act, will receive compensation under the Act in addition to an amount from the City. The total of the two shall be equal to the employee's "net" salary. "Net" salary shall be the employee's regular salary less state and federal tax deductions and FICA at the time of the injury. Checks received as compensation from the insurance carrier will be reported to the City Finance Director, in writing, specifying the amount and the period for which it represents payment.

After an employee has been off for more than six (6) months, the portion of the payment required by the City, will be charged to the employee's leave accruals. The dollar value paid by the City will be converted to the employee's hourly wage rate and charged on an hourly basis against the employee's accrued sick leave. Upon exhaustion of the employee's sick leave, the employee may choose to use his/her vacation or compensatory leave. Upon exhaustion of the employee's sick leave, vacation leave, and compensatory time, the City's supplemental payments will stop.

#### **11.6 Use of Sick Leave Upon Retirement**

To the extent allowed by law and applicable PERS regulations, employees who retire shall receive credit for unused sick leave for the purpose of calculating final average salary for retirement benefits.

## **ARTICLE 12 – GENERAL PROVISIONS**

### **12.1 Personnel File**

The City shall maintain records relative to each employee's performance and other matters relative to the status of an employee. Such records collectively shall be referred to as the personnel file. Supervisors may keep working files for



their own reference but documents other than payroll records not maintained in the official file shall not be considered part of an employee's official file.

There shall be only one (1) official personnel file and that file shall be available to the employee and/or their designated Association representative as authorized in writing by the employee or unless otherwise obligated by law, for review and copying.

No job-duty related document shall be added to an employee's official personnel file without the employee's signature or statement by the employee's supervisor that the employee was shown the material and refused to sign. An employee's signature does not indicate agreement with the adverse material.

Any member of the bargaining unit may be permitted to add relevant job-related documents pertinent to their employment to their personnel file and shall be permitted to include a written rebuttal within fourteen (14) calendar days of the notice of any adverse document being placed in the file.

Notices of disciplinary action shall be retained in the employee's personnel file as the employee's ongoing employment record. For purposes of use in progressive discipline, notices of written reprimands shall be deemed to be stale eighteen (18) months after they are placed in the employee's file and suspensions without pay shall be deemed to be stale thirty-six (36) months after they have been placed in an employee's file 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. Removed records of discipline will be maintained in a separate sealed file for the time periods required by the public records retention laws.

### **12.2 Probationary Period**

The probationary period for all bargaining unit employees is eighteen (18) months. Entry probationary employees serve at the pleasure of the City, and may be disciplined or discharged without recourse to the grievance procedure. A promoted employee, while on probationary status, may be returned to his/her former classification if, in the City's judgment, the employee is not meeting the standards of performance of the higher classification.

In special circumstances, where an employee has been absent from work or is working in a different capacity for more than a thirty (30) day period, the City may extend the probationary period for the equivalent amount of time. The Association will be notified of the extension.

### **12.3 Reduction in Force**

The City shall lay off employees by classification based upon their seniority, with the least senior employee within the classification being laid off first. Employees shall have at least 14 days' notice in advance of layoff.

Employees on layoff shall be eligible for recall by classification with the most senior employee on the layoff list being recalled first. No new bargaining unit employees within the affected classification shall be hired until all laid off employees in the classification have been given the opportunity to return to work in accordance with this Agreement.

It is the responsibility of employees on layoff status to maintain a current address on file with the City. The City will notify employees of recall by certified letter mailed to the employee's last address on file.

Any employee who declines recall to the last classification held, or fails to contact the City within ten (10) calendar days of notice or fails to report for work within fifteen (15) calendar days from the receipt of the notice, unless mutually agreed to a longer period of time, shall be removed from the recall list. The City may require the successful completion of a medical examination as a prerequisite to returning to work following a layoff. Employees who wish to waive re-employment rights may do so by written notification to the City. Employees will not accrue leave or receive other benefits while on layoff status. Unpaid leave balances will be reinstated if the employee is recalled and returns to work within the twelve (12) month period.

#### **12.4 Outside Employment**

Employees employed other than with the City must, prior to beginning the employment, notify the City in writing of the employment, including the name of the employer, the nature of the work, and the hours of work. For purposes of this Article, employment includes all paid employment, self-employment, and volunteer firefighter. A request by a member of the bargaining unit to work at outside employment must be approved by the Chief of Police. In order to be approved, the outside employment must:

- a) Be compatible with the employee's City duties;
- b) In no way detract from the efficiency of the employee in the performance of his City employment;
- c) In no way discredit City employment; and
- d) Not take precedence over extra duty required by City employment.

The Chief of Police may, at any time, revoke permission for outside employment if it reasonably appears such employment is contrary to these requirements.

### **12.5 Cleaning and Clothing Allowance**

In lieu of uniforms, the City will provide an employee who is assigned to the detective position \$500 clothing allowance for the first year of the assignment. Thereafter, the employee will receive \$500 per year, payable each pay period.

### **12.6 Leather and Boots**

The City shall furnish boots (Danner or similar type) and leather equipment for all newly hired patrol officer employees. The holster shall have at least a threat level 2 retention. The City shall replace the same for existing patrol officer employees when the boots or leather equipment are no longer functional, as is reasonably needed.

### **12.7 Per Diem**

An employee's authorized meal expense will be paid to the employee at the IRS daily per diem rates for each meal according to IRS rates published for the travel destination. In lieu of receipts for meals, an employee may have a daily per diem allowance based on the IRS published rates.

### **12.8 Residency Requirement**

Employees in the bargaining unit must live within fifteen (15) minutes of Florence city limits, unless an exception is granted by the Chief of Police. Request for exceptions will not unreasonably be denied.

### **12.9 Education Reimbursement**

The City shall reimburse an employee for the amount of tuition for courses directly related to the employee's work and which are conducted outside the employee's regular working hours provided that:

- a. The Chief of Police has approved the reimbursement for the tuition of the class prior to registration;
- b. Funding is available in the current budget;
- c. The employee submits documentation of satisfactory completion of the course; and
- d. The employee is not receiving reimbursement for tuition from any other source.

Normally, the cost of textbooks and technical publications required for such courses shall be the responsibility of the employee. If the City purchases any textbooks or other publications for a course, they shall become the property of the City.

## **ARTICLE 13 – INSURANCE**

The City agrees to provide medical (Plan HDHP5 with the HSA option, as provided by City County Insurance), vision, dental, life and long-term disability insurance to bargaining unit employees during the term of this agreement.

Effective on the date of execution of this Agreement and for the duration of this agreement, the City will pay the deductible amount for each employee up to \$2,500 for employees with employee-only coverage and up to \$4,000 for all other employees each January 1<sup>st</sup>. For current employees, the City contribution will be provided at the end of the first payroll of the calendar year during qualifying employment in an HSA account. For new employees, the City contribution will be made at the end of the first payroll of each month, in monthly increments based on the date of hire, through their first year of employment.

Employee changes in insurance coverage levels during the year will result in the amount of the HSA employer contribution changing for the month following the effective coverage level change.

Employees are required to notify the City of a life change event that would impact the employee's insurance level coverage and/or their HSA eligibility status (e.g., changes to the employee's eligible covered dependents) within thirty (30) days of the qualifying event. Failing to provide thirty (30) days' notice will result in the employee's contribution changes not going into effect until the next payroll following notification.

The City will not make HSA contributions beyond the amount the employee qualifies for or beyond IRS tax limits for an employee (including if an employee obtains coverage under another employee's benefits).

If an employee is eligible for medical coverage, but is not eligible for HSA coverage, the City does not have a responsibility to make HSA contributions for that employee. Nor does the City have responsibility to provide HSA contributions if the employee has already met or exceeded the IRS contribution limits.

It is the employee's responsibility to complete and maintain their HSA eligibility and account. The City will provide notice to employees that fall into an inactive account status. The employee will have ninety (90) days from the date they are notified by the City to resolve the status and the City will maintain the funds owed to the employee. However, if the employee has not resolved the account status by the 90th day, the employee forfeits the pending funds for all months the employee is in inactive status.

## **ARTICLE 14 – LEAVES OF ABSENCE**

### **14.1 Jury Duty**

Employees released for jury duty shall receive their regular pay but no overtime for all regular work time spent on jury duty, provided they turn over to the City all jury duty pay received for such regular working time. (Jury duty pay received for

non-working days or hours may be retained by the employee.) The employee shall keep any mileage, meals and lodging payments.

#### **14.2 Bereavement**

Bereavement leave shall be granted in the event of the death of an immediate family member (e.g., the employee's parent, grandparent, sister, brother, child, grandchild, spouse, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, step-parent, stepchild, same-sex domestic partner or family members who stand in similar family relationships to the employee requesting the leave). Such bereavement leave shall be limited to not more than three (3) days per occurrence.

The City will allow an employee to use other leave time for qualified bereavement leave pursuant to OFLA.

If an employee needs additional time off work, the employee may request accrued vacation leave, holiday leave or accrued compensatory time. Requests for additional time will be considered based on the employee's circumstances and the operational needs of the Department.

#### **14.3 Unauthorized Absence**

If an employee fails to report for three (3) consecutive working days without authorization or notice, such absence shall be considered an abandonment of position and, as such, a voluntary termination unless the City determines to the contrary or the employee shows good cause for failure to make the required notice.

#### **14.4 Family and Medical Leave**

Employees who qualify may take Family Medical Leave in accordance with State and Federal law and may utilize accrued sick leave, vacation, and holiday time. Employees must comply with the City's procedures found in the Personnel Handbook, provided the policies are not in conflict with federal or state law or other provisions of this contract.

### **ARTICLE 15 – SETTLEMENT OF DISPUTES**

#### **15.1 Resolution Process**

Any dispute which may arise between the parties over the application, meaning or interpretation of this Agreement shall be resolved in the following manner:

Step 1 – Prior to beginning the formal steps of the grievance process, an employee or the Association should first discuss the dispute with the immediate supervisor. If the dispute remains unresolved, the employee or the Association, within ten (10) calendar days immediately following the date the employee had,

or should have had, knowledge of the grievance, whichever is earlier, shall file an official grievance with the City. Such grievance shall be filed, in writing, with the immediate supervisor.

The written grievance shall contain:

- (a) A description and date of the circumstance that led up to or is the cause for the grievance;
- (b) A citation of the contract provisions that have allegedly been violated and a description of why the employee believes this to be true;
- (c) A description of the remedy sought for resolution of the problem;
- (d) The name and signature of the individual(s) submitting the grievance.

Step 2 - Within ten (10) calendar days of receipt of the grievance, the immediate supervisor will investigate it and submit a written recommendation to the management team responsible for the employee, i.e., the Lieutenant, the Chief of Police and the City Manager. The management team will have ten (10) calendar days to consider the immediate supervisor's recommendation and give a formal response to the grievant and the Association.

Step 3 - If not satisfied with the response provided in Step 2, the employee or the Association within ten (10) calendar days of the date of the response, shall request a meeting with the management team (including the immediate supervisor) to discuss the grievance. Within ten (10) calendar days of its meeting with the employee or the Association, the management team shall render a written decision and provide same to the employee and the Association representative.

Step 4 - If the above process fails to resolve the grievance and the Association decides to carry it further, it shall, within ten (10) calendar days of the management team's written decision, notify the management team they are proceeding to arbitration and shall simultaneously request a list of nine (9) Oregon or Washington arbitrators from the Oregon Employment Relations Board.

Within ten (10) calendar days of the receipt of the list of arbitrators, the parties will select a neutral from the list by alternately striking the names. The party to begin the striking process shall be determined by the flip of a coin. This process shall not preclude the parties from mutually agreeing to an arbitrator.

The arbitrator shall have the authority to issue subpoenas, examine witnesses and documentary evidence, administer oaths and affirmations, and regulate the course of the arbitration hearing. The arbitrator shall have no power to modify, add to or subtract from the terms of this Agreement and shall be confined to the

interpretation and enforcement of this Agreement. The arbitrator's decision shall be in writing and shall be submitted to the parties as soon as possible following the close of the hearing. The arbitrator's decision shall be final and binding on the affected employee(s), the Association and the City.

Either party may request the arbitrator to issue subpoenas but, if issued, the cost of serving the subpoena shall be borne by the party requesting the subpoena. Each party shall be responsible for compensating its own witnesses and representatives during the arbitration hearing. The losing party pays all the arbitrator's fees and expenses.

### **15.2 Time Limits**

All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result:

- (a) If the grievant fails to respond in a timely fashion, the grievance may only be processed through Step 3 and will not be subject to arbitration. In this event, the decision of the management team will be final and binding, but not precedential in nature.
- (b) If the City, at any step, fails to respond in a timely fashion, the grievance shall proceed to the next step.

Time limits may be extended by mutual agreement of the parties.

## **ARTICLE 16 – DISCIPLINE**

### **16.1 Discipline and Discharge**

No employee shall be disciplined or discharged except for just cause. Oral warnings are not considered to be discipline and may not be protested through the grievance procedure.

### **16.2 Probationary Employee**

This Article shall not apply to any employee on probation as defined in Article 12.

### **16.3 Investigatory Interview**

When an employee is under investigation, as authorized by the Chief of Police, which could lead to disciplinary action above a written reprimand:

- (a) Unless it would jeopardize the integrity of the investigation, the City shall notify the employee under investigation, in writing, at least forty-eight (48) hours prior to any interview of the nature of the investigation and the allegations levied against him or her. The employee will, upon request, be provided with a copy of any complaint submitted in writing at the time of this notification.

- (b) The employee shall be entitled to Association representation and shall be provided a reasonable amount of time prior to the interview to consult with an Association representative.
- (c) The City shall strive to hold the interview of an employee during normal business hours, which shall be defined as 8:00 a.m. to 5:00 p.m., Monday through Friday. This does not preclude management from scheduling an interview outside of normal business hours, provided a member of the Association's Executive Board (excluding a member who is a material witness or has a direct personal interest in the outcome of the investigation) is available to accompany the employee to the interview. In the event that the Association desires to have its legal counsel present at the interview, the Department will schedule the interview at a mutually agreeable time during normal business hours, provided the interview is not delayed more than three (3) business days.

The interview shall be for a reasonable period, taking into consideration the gravity and complexity of the issue(s) being investigated. If the interview is of extended duration (i.e. beyond 2 hours in length), reasonable breaks will be afforded the employee being interviewed, upon request. Nothing in this section is intended to prohibit the Department from conducting follow-up interviews with the employee, subject to the same conditions.

Either the Department or the employee may request that a recording be made of the interview. Neither party will record the interview without informing the other that recording is taking place. If a recording is made by either party, the other party will provide a true copy of the recording upon request, but no more than five (5) business days after the request is made. Under no circumstances will the recording be shared with material witnesses or other persons during the period the investigation is pending, other than Association representatives or lawyers, or City Management or lawyers.

- (d) The City shall limit investigations to complaints, which have been reduced to writing by the Department. No employee will be required to appear or participate in an interview with the complaining party.
- (e) The Department will strive to complete investigations within thirty (30) days from the date the complaint or conduct giving rise to the investigation became known to management. In the event additional time is needed to complete the investigation, the employee and the Association's Executive Board will be notified of any extension and the reason(s) for the extension. The employee and the Association will further be advised of the outcome of the investigation.
- (f) No employee will be required to submit to a polygraph examination.



#### **16.4 Due Process**

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

- (a) The employee shall be notified of the charges or allegations that may subject them to discipline. Upon request, all documentation that exists concerning the charge against the employee shall be given to the Association representative. If the City has confidentiality concerns regarding the disclosure, the Association and the City shall negotiate an accommodation for confidentiality prior to the release of the information that addresses the City's legitimate business needs and the Association's need for information.
- (b) The employee shall be notified of the disciplinary sanctions being considered.
- (c) The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing. This hearing shall occur within fourteen (14) calendar days of the notice of charges and the employee will be entitled to Association representation during the hearing.

#### **16.5 Just Cause Standards**

For the purpose of this Agreement, just cause shall be determined in accordance with the following guidelines:

- (a) The employee shall have some warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
- (b) The rule or order involved shall be reasonably related to the orderly, efficient, and safe operation of the City.
- (c) The investigation must be conducted fairly and objectively.
- (d) In the investigation, the City must obtain sufficient evidence or proof that the allegations against the employee were sustained.
- (e) Rules, orders and penalties must be applied evenhandedly and without discrimination.
- (f) The degree of discipline shall be reasonably related to the seriousness of the offense and the employee's record.

**ARTICLE 17 – TERMS OF AGREEMENT**

This agreement shall be effective as of July 1, 2021. The agreement shall remain in full force and effect through June 30, 2024 or until a new contract is ratified.

If either party wishes to modify, amend, add to, or delete any of the provisions of this Agreement, that party shall give written notice to the other party by November 1, in the last year of the Agreement. If neither party gives notice as provided above, this Agreement remains in effect from year to year.

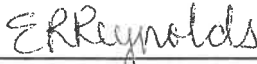
**ARTICLE 18 – SAVINGS CLAUSE**


The provisions of this contract are declared to be severable, and if any section, subsection, sentence, clause or phrase of the Agreement shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, subsections, 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 to negotiate, if legally possible, a comparable substitute for that part.

**ARTICLE 19 – EXECUTION OF AGREEMENT**

IN WITNESS THEREOF, parties to this agreement have executed the same, by Officers and Agents, as duly authorized on this 20<sup>th</sup> day of July, 2021.

***City of Florence***

  
\_\_\_\_\_  
Erin Reynolds  
City Manager

  
\_\_\_\_\_  
Thomas Turner  
Chief of Police

***Florence Police Employee's Association***

  
\_\_\_\_\_  
Brandon Bailey  
Association President

## APPENDIX A

**APPENDIX A**  
**City of Florence**  
**Police Officer Pay Scales**  
**Effective 07/01/2021**  
**2.2% COLA**

Base 25.34

**Step Change 4.6%**

<b>NON-PERS</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Grade/Step	1	2	3	4	5	6
PO - NP - Bas	25.84	27.03	28.27	29.57	30.94	32.36
PO - NP - Bas - AA/AS	26.36	27.57	28.84	30.17	31.55	33.01
PO - NP - Bas - BA/BS	26.88	28.11	29.41	30.76	32.17	33.65
PO - NP - Int	26.62	27.84	29.12	30.46	31.86	33.33
PO - NP - Int - AA/AS	27.13	28.38	29.69	31.05	32.48	33.98
PO - NP - Int - BA/BS	27.65	28.92	30.25	31.65	33.10	34.62
PO - NP - Adv	27.39	28.65	29.97	31.35	32.79	34.30
PO - NP - Adv - AA/AS	27.91	29.19	30.54	31.94	33.41	34.95
PO - NP - Adv - BA/BS	28.43	29.73	31.10	32.53	34.03	35.59

<b>PERS (plus 5.5%)</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Grade/Step	1	2	3	4	5	6
PO - Bas	27.26	28.52	29.83	31.20	32.64	34.14
PO - Bas - AA/AS	27.81	29.09	30.43	31.83	33.29	34.82
PO - Bas - BA/BS	28.35	29.66	31.02	32.45	33.94	35.50
PO - Int	28.08	29.37	30.72	32.14	33.62	35.16
PO - Int - AA/AS	28.63	29.94	31.32	32.76	34.27	35.84
PO - Int - BA/BS	29.17	30.51	31.92	33.39	34.92	36.53
PO - Adv	28.90	30.23	31.62	33.07	34.59	36.19
PO - Adv - AA/AS	29.44	30.80	32.22	33.70	35.25	36.87
PO - Adv - BA/BS	29.99	31.37	32.81	34.32	35.90	37.55

**COLA Increases Per Contract**

Effective 07/01/2021	2.20%
Effective 07/01/2022	2%-3%
Effective 07/01/2023	2%-3%

Effective July 1, 2021, employees shall be paid in accordance with the salary schedules attached hereto and labeled Appendix A, which reflects a two-point two percent (2.2%) increase to base wage.

Effective July 1, 2022 and July 1, 2023, employees' wages shall be increased by the All Cities, CPI-W for February of the applicable year with a minimum of two percent (2%) and a maximum of three percent (3%).

**Incentive Pay**

Intermediate DPSST Certification 3%	Intermediate DPSST + AA/AS 5%
Advanced DPSST Certification 6%	Intermediate DPSST + BA/BS 7%
Associates Degree Incentive Pay 2%	Advanced DPSST + AA/AS 8%
Bachelors Degree Incentive Pay 4%	Advanced DPSST + BA/BS 10%

Bilingual Pay	\$50.00/mo
Field Training Officer 5%	5% of base for actual Field Training time
Jail Coordinator 5%	5% of base for period of assignment as Jail Coordinator
Corrections Certification Pay 2%	2% of base for Corrections Certification
LEDS Representative 2%	2% of base pay while assigned LEDS Rep responsibilities