

CITY OF TILLAMOOK

AND

**CHAUFFEURS, TEAMSTERS &
HELPERS, LOCAL 58**

Effective 7/1/20 through 6/30/22

PREAMBLE

This Agreement is entered into between the City of Tillamook, Oregon, hereinafter referred to as the “City” and Teamsters Local Union No. 58, International Brotherhood of Teamsters, hereinafter referred to as the “Union.”

The purpose of this Agreement is to set forth the full and complete agreement between the parties for those employees included in the bargaining unit.

ARTICLE 1 - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative with respect to wages, hours, working conditions and other conditions of employment, as provided by the Public Employees Collective Bargaining Act, for all full-time patrol officers, corporals and sergeants employed by the City. It is agreed that sergeants and corporals shall not be authorized to discipline or effectively recommend discipline of bargaining unit members.

It is agreed that the positions of Chief, Lieutenant, and all other non-sworn positions are excluded from the bargaining unit. It is further agreed that the positions which are irregular, seasonal, or part-time are excluded from the bargaining unit.

ARTICLE 2 - MANAGEMENT RIGHTS

The City retains all the customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the City, or any part of it, except as specifically limited by the specific terms of this Agreement.

Without limitation, but by way of illustration, the exclusive prerogative, functions and rights of the City shall include the following:

To direct and supervise all operations, functions and policies of the department in which the employees in the bargaining unit are employed and operations, functions and polices in the remainder of the City as they may affect employees in the bargaining unit.

To close or liquidate any office, branch, operation, department or facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operation or facilities for budgetary or other reasons.

To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.

To establish, revise and implement standards for hiring, classification, promotion,

quality of work, safety, materials, equipment, uniforms, appearance, methods and procedures.

To implement new, and to revise or discard; wholly or in part, old methods, procedures, rules, materials, equipment, facilities, and standards.

To assign and distribute work.

To introduce new duties and to eliminate or revise job classifications and duties within the unit.

To determine the need and the qualifications for promotions.

To discipline, or discharge an employee so long as just cause exists.

To determine the need for additional education courses, training programs, on-the-job training and cross-training and to assign employees to such duties for periods to be determined by the City.

The City shall also have the right to contract or sub-contract work, provided, however, that in the event the City decides to contract out work which could result in a layoff of any current employee, the City agrees to notify and meet with the Union to bargain the impact of such action.

ARTICLE 3 - NON-DISCRIMINATION

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

ARTICLE 4 - STRIKES

4.1 No Strike

The Union and its members, as individuals or as a group, will not initiate, cause, permit, participate or join in any strike, work stoppage, or slowdown; picketing or other restriction of work at any location in the City. 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 in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

In the event of a strike, work stoppage, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately, upon notification, attempt to secure an immediate and orderly return to work.

4.2 No Lockout

The City agrees there will be no lockout of employees in the unit by the City as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 5 -UNION BUSINESS

5.1 Steward Business

In accordance with operational requirements as determined by the Chief or a designee, stewards will be allowed time off without loss of pay when representing bargaining unit employees at grievance procedure meetings when such meetings are required by the City during the duty hours of the steward. In any event, no more than one (1) steward shall be involved in such meetings.

It is understood by the above paragraph that the City is not required to pay employees for time spent doing Union business during their off-duty hours.

5.2 Union Solicitation

Union members shall not engage in solicitation for membership in the Union, the collection of fees or dues for the Union, or carry on any Union business during working hours.

5.3 New Employees

The City will notify the Union of all new employees covered by this Agreement, furnishing the employee's name, classification title, address and social security number within thirty (30) days of date of hire.

5.4 Union Visitation

Authorized agents of the Union shall have reasonable access to the work areas of employees covered by this Agreement during working hours, but will not unreasonably interfere with the employee's work. Prior to gaining such access, the Union Business Agent shall first contact the appropriate supervisor.

ARTICLE 6 - UNION SECURITY

6.1 Hold Harmless

The Union agrees to indemnify, defend and hold the City harmless against any and all claims, suits, orders and judgments brought against the City as a result of any payroll deduction made on the Union's behalf. Payroll deduction errors shall be adjusted within thirty (30) days after they become known and the Union shall refund to the City any amounts paid to in error.

6.2 Bulletin Boards

The City agrees to allow wall space in the department for a bulletin board. Said bulletin board shall be no more than three (3) foot X four (4) foot in dimension and shall only be used to post the following information:

A copy of the collective bargaining agreement.

Notices of the time, date and place of Union meetings and general Union business.

Notices of dues increases.

Remedial notices issued by a court or administrative agency.

All notices posted shall bear the signature of the Local Union official of the bargaining unit responsible for said posting. Notices which, in the City's judgment, contain information either in whole or in part other than that specified above, may be removed by the City.

6.3 Checkoff

Upon written authorization by an employee, the City agrees to deduct from the wages of each employee the sum certified as the initiation fee and dues each month and to forward the sum to the Union's authorized officer. If any employee does not have a check coming or the check is not large enough to satisfy the deductions, no deduction shall be made from the employee for the calendar month. All requests to cancel dues deductions shall be in writing to the Employer and require notification to the Union by the City.

6.4 DRIVE Contributions

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall

transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, and the amount of the deduction shall be noted on the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expense incurred in administering the weekly payroll deduction plan.

ARTICLE 7 - COMPENSATION

7.1 Wages

The compensation schedule for employees in the bargaining unit is attached to this Agreement as Appendix A, and by this reference is incorporated herein.

7.2 Scheduled Movement

Employees will move on the salary schedule after having served a full year in each step of the salary schedule. Employees will only be allowed to advance on the salary schedule as specified herein, based on satisfactory performance.

7.3 On-Call

If an employee is placed on-call, the employee will only be compensated if his/her activity is so restricted that the employee would be compensated as provided by the FLSA.

7.4 Certification Pay

Employees will be eligible to receive certification pay once they obtain their intermediate or advanced certificates from the Oregon Board of Police Standards and Training. Employees receiving and maintaining either the intermediate or advanced certification shall receive certification pay each month, in addition to their scheduled monthly base salary in the amount identified below.

INTERMEDIATE
3% of base pay

ADVANCED
5% of base pay

7.5 Pay Day

The pay period is monthly. A draw of no more than fifty percent (50%) of the employee's base monthly salary may be requested for payment on the fifteenth (15th) of the month. Should either of these days fall on the weekend or holiday, payday shall be the last preceding business day. Employees will be paid on a monthly basis with the base rate equivalent to 173.33 hours per month so that the pay is consistent and equal regardless of number of work days in the respective month.

7.6 Insurance Benefits

Effective July 1, 2020, based upon June 2020 hours and in accordance with the cost sharing principles below, the City shall contribute to the Oregon Teamsters Employers Trust each month the full cost of benefits on behalf of each bargaining unit employee who has been compensated for forty (40) hours or more in the preceding month to provide the following benefits:

Medical Plan FWL
Dental Plan D-6
Vision Plan V-4

7.7 Maintenance of Benefits

Effective July 1, 2020 and during the life of this agreement; In order to maintain benefits, the Employer agrees to pay ninety percent (90%) of the total premium cost per month, for each employee eligible for benefits described herein; and each employee eligible for the same shall pay ten percent (10%) of the total monthly premium.

Should the Trustees determine it is necessary to increase the premium cost for these benefits identified herein by more than fifteen percent (15%) to maintain the same during any contract year, it is further agreed the Employer and each eligible employee shall share any such increase 50/50 (Employer paying fifty percent (50%) of the amount above the fifteen percent (15%) increase during any contract year and each employee eligible for the described benefits paying the other fifty percent (50%) of any such referenced increase For the purpose of this paragraph, the beginning total base rate for this cost sharing requirement as established during bargaining is one thousand six hundred ninety-seven dollars and eighty three (\$1,697.83).

The City will provide twenty-five thousand dollars (\$25,000) of Life Insurance and twenty-five thousand dollars (\$25,000) of Accidental Death and Dismemberment coverage for each bargaining unit employee.

7.8 Health Program

The City agrees to use the ORPAT standards for semi-annual fitness assessments. The Chief or designee will administer the fitness assessment twice per year. Incentive pay based on successfully passing the standard shall be fifty dollars (\$50.00) per month. This incentive pay shall be provided until the next subsequent test is administered. Participation is voluntary for the employee.

7.9 Retirement

The City will continue to participate in the Public Employees Retirement System. The City will pay the employee (6%) six percent employee contribution for all employees effect 7/1/2020.

Employee contributions for Oregon Teamsters Employer Trust shall be pretax as provided for under section 125 of the tax code and in accordance with applicable public law.

7.10 Training

Those officers, approved by the Chief to provide specific training within the department, shall receive incentive pay. Incentive pay shall be paid for each calendar month that specific, approved training of other employee(s) is conducted. The rate of pay shall be a premium of three percent (3%) of the employees regular rate of pay per month.

7.11 Shift Differential

Officer(s), who in any calendar month has the majority of shifts actually worked in that calendar month as Shift 1, (graveyard), shall receive incentive pay of three percent (3%) for that calendar month.

7.12 Job Addendums

As stated in Article 2, Management Rights include introducing new duties and eliminating or revising job classifications and duties within the unit. Except for the specific addendum noted below, duties assigned by management that require a written addendum to the job description will earn a monthly stipend at the rate of three percent (3%) of base pay. Officers assigned to position(s) that are recognized as serving specific additional function(s) that receive certification pay based on base pay, may include but shall not be limited to;

Sergeant (10%)

Corporal (5%)

Detective (5%)

Evidence (3%)

Property (3%)

Technology Specialist (3%)

The Detective assignment will be based on performance at the Chief's discretion and will be on a not-to-exceed five year rotational basis.

Evidence, Property and Technology Specialist assignments will be on a three-year rotating basis.

At the Chief's discretion, a 12-month extension may be applied due to staffing, department needs and performance.

Sergeant and Corporal assignments will be on a non-rotating basis.

ARTICLE 8 - HOURS OF WORK

8.1 Purpose

This Article is intended only to identify the typical work schedule for employees and shall not be construed to be a guarantee of hours of work per day or week.

8.2 Hours

The hours of work each day shall consist of starting times and quitting times as determined by the City, consistent with Department needs.

8.3 Work Schedule

An employee will normally be given seventy-two (72) hours advance notice of any intended shift change, except where an emergency makes advance notice impractical.

8.4 Rest Periods

A rest period of fifteen (15) minutes shall be permitted for all employees during each half shift, which shall be scheduled by the City in accordance with the operating requirements of the Department. Rest periods shall be considered on-duty time provided employees are available and can be contacted when needed. Should the operating requirements of the Department or an emergency preclude an employee from taking scheduled rest breaks, the City will attempt to reschedule said breaks during that work day.

8.5 Meal Periods

Employees shall be granted a thirty (30) minute paid meal period during each shift. To the extent consistent with the operating requirements of the Department, each meal period shall be scheduled in the approximate middle of the shift. Employees who are required to work through their meal periods may request that their meal period be rescheduled.

8.6 Work Week

The work week, to the extent consistent with the operating requirements of the Department, shall consist of the following and shall be from Saturday through Friday:

Four (4) consecutive ten (10) hour work days scheduled by the Department Head or the Supervisor and three (3) consecutive days off, if on a 4/10 schedule.

OR

Five (5) consecutive eight (8) hour work days scheduled by the Department Head or the Supervisor and two (2) consecutive days off, if on a 5/8 schedule.

In instances of shift rotation, no overtime liability will be incurred when two (2) consecutive days off are not granted for a 5/8 schedule or so long as the total number of scheduled days off during the shift rotation period averages at least two (2) per week for a 5/8 schedule or three (3) per week for a 4/10 schedule. In any event, overtime will only be paid if the employee works more than eighty (80) hours in the two (2) week period that the shift change occurs or the average is not met as described herein. Training, assignments, and/or education that cannot be accommodated under a 4/10 schedule shall be treated as shift rotation for the duration of that training and or education if management determines the need, and can be scheduled at 5/8 schedule to accommodate the needs of the Department.

ARTICLE 9 - PERSONNEL FILE

9.1 File Review

An employee may review his/her personnel file at reasonable times during business hours in the presence of the City Recorder or his/her designee. The employee's personnel file is maintained at City Hall.

Whenever an entry is made by the City into an employee's personnel file, a duplicate copy shall be supplied to the employee. However, it is understood that any and all files kept for the purpose of employee documentation, either personal or professional, are the property of the City. The City agrees that the contents of these files, including personal photographs, shall be confidential and shall restrict the use of information in the files to the internal use of the City, unless otherwise authorized by the employee or directed by a court of competent jurisdiction.

9.2 Signature

Employees shall be required to read and sign any adverse material placed in their personnel file. Signing of such material does not necessarily indicate the employee's agreement. If an employee disagrees with any statement of fact contained in said document, he/she may attach such statement to the same using a separate document and shall not write on the Employer document other than affixing his/her signature. Also, any such statement shall be of reasonable length and provided to the Chief with a copy to the City Recorder within 72 hours after the time of review.

ARTICLE 10 - OVERTIME

10.1 Rate

Employees shall be compensated at the rate of one and one-half (1 1/2) times their regular rate of pay in either cash or compensatory time off for overtime work under the following conditions:

All assigned work in excess of forty (40) hours in any one (1) week. Overtime shall be computed to the nearest one-quarter (.25) hours. (Except as otherwise provided herein).

All hours worked in excess of eight (8) in any one workday or ten (10) if assigned to a 4/10 work schedule.

Overtime is a premium pay and the Union and the City agree such premium pay will be provided only as scheduled and/or approved by the City and subject to the conditions provided herein.

For the purpose of this section, all paid leave hours taken by the employee shall be considered hours worked.

10.2 Compensatory Time

Employees may choose whether they receive overtime compensation in the form of pay or time off. The request for overtime compensation must be in writing and attached to the monthly time sheet. In the event employees choose compensation in the form of time off, they may not maintain more than eighty (80) hours of accrued compensatory time. All overtime worked when an employee has eighty (80) hours of comp time on the books shall be paid. Compensatory time off may be used upon mutual agreement between the employee and his/her immediate supervisor.

10.3 Callback

Eligible employees called back to work by the City shall receive a minimum of three (3) hours pay or comp time for the work for which they are called back. The pay shall be at the appropriate overtime rate for the involved employee. This provision applies only when callback results in hours worked which are not annexed consecutively to one end or the other of the work shift. This provision does not apply to scheduled overtime, call-in times annexed to the beginning of the work shift or holdover times annexed to the end of the work shift or work day. This callback minimum shall apply to court appearances (court time).

10.4 No Pyramiding

At no time shall the City be required to pay twice for the same hours.

ARTICLE 11 - UNION RIGHTS

11.1 Facility Use

The City may allow use of facilities by the Union for Union meetings at reasonable times, provided said meetings do not interfere with the operations of the City. One (1) week advance notice shall be given the City for scheduling purposes and approval of the City shall be required for each meeting.

11.2 On-Duty Meetings

Employees who are on duty shall not be permitted to attend said meetings unless specific approval is granted, on a case-by-case basis, by the City. When such approval is granted, employees shall remain on duty on an on-call status and shall be required to respond immediately to any call.

ARTICLE 12 -- VACATION

12.1 Accrual

Employees shall accrue vacation according to the following schedule:

0 – 59 months	8.00 hours per month
60 – 119 months	10.00 hours per month
120 – 239 months	13.33 hours per month
More than 240 months	17.00 hours per month

Newly hired employees must complete six (6) months of employment prior to being eligible for vacation pay. Vacation accrual for new employees is prorated during the first (1st) month of employment by weeks worked. Vacation accrual for separating employees is prorated for the last month of employment.

12.2 Maximum Accrual

An employee's earned but unused vacation credits shall not be allowed to accumulate beyond two hundred forty (240) hours. The City may initiate a mandatory paid leave of reasonable duration when an employee is about to exceed the maximum limit. At the employee's option, an employee may cash out up to one (1) week (40 hours) of vacation each calendar year. Employees who choose to cash out vacation must request to do so in writing by the time the monthly timesheets are due. Vacation cash outs shall not be included in the employee's regular paycheck, but shall be limited to the end of the month.

12.3 Scheduling

The vacation period will be from January 1 to December 31 of each year. Continuous single vacation period(s) may extend into the next year. A seniority order selection schedule shall be posted by October 1 of each year. Selection shall begin October 1 and shall be accomplished by October 31. Vacation schedule will be posted in an easily accessible location in the office throughout the year. After October 31 of each year, vacation may be requested upon availability. Upon agreement between the employee(s) and the City, vacation may be traded. Employees may cancel vacations at any time and/or request additional vacations upon availability through the next vacation sign up. At time of vacation sign up the length of initial vacation sign up shall be based on annual hours accrued as indicated in 12.1. At the time of sign up you can only sign up for one continuous block of vacation at a time. Based on seniority, the list shall circulate through all employees for additional blocks of vacation.

12.4 Death or Termination

In the event of death or termination of employment after an employee has served six (6) months, and is otherwise entitled to vacation credits, the employee shall be entitled to payment for accrued, but unused vacation credits. In the event of death, earned but unused paid leave credits shall be paid in the same manner as salary.

ARTICLE 13 - SICK LEAVE

13.1 Accrual

All employees who have completed ninety (90) days of continuous service with the City after hire will be granted sick leave with full pay. After the initial ninety (90) days of continuous service has been completed, the employee will receive twenty-four (24) hours of sick leave accrued for that ninety (90) day period. Subsequent sick leave will accrue at a rate of eight (8) hours per month of continuous service with the City.

13.2 Utilization

Sick leave benefits are provided for employees unable to work due to employee's medical illness or injury.

Employees shall be allowed to use sick leave for illness, injury, recovery from hospitalization, doctors and dentists appointments (which cannot be scheduled on off duty time) and care of immediate family members. Minimum deductions from the sick leave bank shall be one (1) hour.

Any sick leave requested and granted prior to the completion of the ninety (90) days of continuous service after hire will be considered sick leave without pay and will be deducted from the employee's payroll.

13.3 Maximum Accrual

There shall be no cap imposed on sick leave accrual.

13.4 Notification

Notification of illness/medical problem must be made to the individual department head/supervisor in accordance with Departmental policy as soon as possible, but no later than two (2) hours prior to the employee's work shift or as soon as possible. Email and text messaging are not acceptable forms of notification.

13.5 Extended Illness

In the case of an extended illness or injury that is not work related, the employee will be allowed to use accrued sick leave, compensatory leave and vacation leave in that order. Any additional time needed would be leave without pay, and not to exceed twelve (12) weeks additional. After this additional twelve (12) weeks, the employee would be on layoff, and under all regulations regarding a layoff.

13.6 Deductions

Sick leave will be deducted from the employee's accrued sick leave according to their scheduled work shift - i.e., eight (8) hours shift would be eight (8) hours of sick leave; ten (10) hour shift would be ten (10) hours of sick leave deducted, etc.

13.7 Integration with Workers Compensation

Employees on a workers compensation claim and receiving compensation from the City's insurance carrier will be required to provide a copy of any insurance checks received to the City. The City will calculate the difference of the employee's regular paycheck and deduct that amount from the employee's accrued leave or other time banks in order to fully compensate the employee. In the event the employee exhausts his/her leave banks, the employee will be placed on leave without pay.

13.8 Retirement

There will be no exchange of unused sick leave for a portion of the employee's salary. Upon retirement/termination, all accrued unused sick leave time information will be forwarded to the Public Employees Retirement System for the computation of that person's retirement amount.

13.9 Physician Certification

The City, at its option, may require certification of illness or fitness.

13.10 Donation of Sick Leave

Sick leave may be donated as per City Policy with no annual maximum imposed. Donating employees may not reduce their own sick leave to less than eighty (80) hours accrual. Donations shall be kept confidential.

Donated sick leave shall be calculated by number of hours donated multiplied by the donated employees rate of pay then divided by the recipient's rate of pay to determine total hours donated.

ARTICLE 14 - HOLIDAYS

In lieu of holidays, an employee shall accrue one (1) day of holiday credit per month. Holiday leave may be taken by mutual agreement between the employee and his/her supervisor and shall be taken within the next month after it is earned, unless approved by the Chief to hold for a second specific period.

The City reserves the right to schedule an employee off on a holiday if arrangements have not been made to take the holiday by the last week of the month in which the holiday needs to be taken. City may buy back a monthly holiday at straight time pay with mutual agreement between the City and the employee.

Employee(s) shall sign up to use a holiday no sooner than forty-five (45) days prior to the 1st day of the month that that holiday is earned. Upon request for a holiday, if it is determined that staffing allows, the request will be reviewed and assigned as received and not by seniority. Seniority shall be used only if two (2) or more requests for a specific date are received at the same time. Employee(s) shall indicate on their written request the date and time they are making the request following the forty-five (45) day rule.

ARTICLE 15 - LEAVES

15.1 Military

Military leave shall be granted as provided by law.

15.2 Jury Duty

Employees shall be granted leave with full pay whenever they are required to report for jury duty. The amount of pay received for this jury duty shall be turned over to the City except for travel pay if a private vehicle is used.

15.3 Bereavement/Funeral

In the event of a death in the immediate family, employees will be granted five (5) working days paid leave of absence. Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately.

For the purposes of bereavement leave, "immediate family member" is typically defined as spouse, domestic partner, child, parent, spouse's or domestic partner's child, parent, sister, brother, grandchild or grandparent.

ARTICLE 16 - SENIORITY

16.1 Definition

Seniority means a regular employee's length of continuous service in the bargaining unit since their last date of hire. An employee who has not completed twelve (12) months of continuous employment shall not be considered to have seniority.

16.2 Special Assignments

Assignment(s) (such as SRO, Detective, CAMI, Evidence, Accreditation, FTO) seniority shall remain the original last date of hire as a Police Officer, for purposes of seniority as they relate to seniority issues outlined in the contract. There shall only be one seniority list subject to this agreement.

16.3 Seniority Loss

An employee shall lose all seniority credit in the event of:

- *Voluntarily quitting.*
- *Discharge.*
- *Failure to return from layoff on the date specified for return to duty.*
- *Layoff of more than eighteen (18) months.*
- *Retirement.*

ARTICLE 17 - PROBATIONARY PERIOD

17.1 New Hire

Every employee hired into the bargaining unit after the effective date hereof shall serve a probationary period of eighteen (18) months.

The Union recognizes the right of the City to terminate probationary employees for any reason deemed sufficient by the City, and any such termination shall not constitute a violation of this contract and shall not be subject to the grievance procedure.

17.2 Promotional

Employees of the City who were previously employed within the bargaining unit

and were subsequently promoted to a higher paying position not within the bargaining unit may be referred to their prior bargaining unit classification at any time of such promotion without loss of bargaining unit seniority. However, the time spent in the higher classification work will not be counted toward seniority credit. Such time shall be considered equivalent to a non-paid leave.

ARTICLE 18 - LAYOFF AND RECALL

18.1 Layoff

In the event the City decides to lay off employees, such layoffs shall be made on the basis of performance. Where performance between employees is considered to be equal, the employee with greater seniority will be given preference in reduction in force. Advance notice will be provided to employees the City intends to layoff. Such notice shall normally be provided as soon as plans are finalized, but not less than ten (10) days prior to such layoff. Employees laid off for a period of more than eighteen (18) months lose all seniority credits.

18.2 Recall

Employees recalled within eighteen (18) months of their date of layoff shall be recalled in the reverse order of their layoff. No new employees shall be hired for a classification of work until employees laid off in that classification have been offered an opportunity to return to work. A refusal of recall shall constitute voluntary termination and such employee shall lose his/her layoff status privileges unless the employee is temporarily incapacitated by illness or injury.

18.3 Notice

The City shall notify laid-off employees, in the order specified above, of the position opening by registered letter, return receipt requested, at their address of record as maintained in the City Recorder's office. Laid-off employees shall have seven (7) calendar days from receipt of such notification in which to indicate their acceptance or rejection of the position and an additional fourteen (14) days there from in which to begin active employment. The City may, however, specify a later reporting date.

If an employee fails to respond to such correspondence sent to his/her last known address (return of registered letter) or if he/she rejects any position offered to him/her, he/she shall forfeit all re-employment rights. Employees who wish to waive re-employment rights may do so by written notification to the City.

Employees returning from layoff shall have all previously accrued sick leave and seniority reinstated, but shall not receive benefits for the period of the layoff.

ARTICLE 19 - DISCIPLINE AND DISCHARGE

19.1 Definition

No regular employee shall be disciplined or discharged except for just cause. Oral warnings or reprimands shall not be considered to be discipline and are not subject to the grievance procedure.

19.2 Manner of Discipline

If the City has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

19.3 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) If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly.
- c) The City must conduct a reasonable investigation.
- d) It must be determined, by a preponderance of evidence, that the employee is guilty of the alleged misconduct or act.
- e) The discipline must be appropriate based on the severity of the misconduct.
- f) The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

19.4 Due Process

In the event the City believes an employee may be subject to the 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 be subject them to discipline.
- 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; and
- d) At their request, the employee will be entitled to be accompanied by a fellow employee or a representative of the Union at the informal hearing.

19.5 Audio/Video Recordings

Supervisors may review relevant audio/visual recordings (including but not limited to body worn cameras, MAVs, and recording devices in Department facilities) when they are investigating specific instances of alleged misconduct or reports of meritorious conduct. Recordings will not be reviewed by the Department solely for the purpose of initiating internal investigations against members of the Department. If a recording is reviewed by the Department in response to a complaint and/or allegation of misconduct, at the time the Department notifies the involved employee(s) of the complaint/allegations, the Department shall provide the involved employee(s) a copy of the complaint and/or allegations. At least seventy-two (72) hours prior to interviewing any involved employee(s) about their conduct, the applicable recording(s) will be provided to the involved employee(s) and their legal and/or collective bargaining representative.

Members may review relevant audio/visual recordings as a resource when preparing written reports and/or prior to providing oral or written statements during any investigation, such as a personnel complaint, administrative investigation or criminal investigation.

ARTICLE 20 - GRIEVANCE PROCEDURE

20.1 Resolution Process

Any grievance which may arise between the parties over the application, meaning or interpretation of this Agreement shall first be brought to the attention of the employee's immediate supervisor outside of the bargaining unit. The employee and the supervisor, within ten (10) days of the employee's knowledge of the problem, shall informally discuss the dispute and attempt to resolve it. If no resolution can be achieved, the employee or the Union shall, within ten (10) days of the supervisor's response, proceed as follows:

Step 1 - If an employee is unable to resolve a dispute with an informal discussion with his/her supervisor and seeks further resolution, the employee/Union may file an official grievance with the City. Such grievance shall be filed, in writing, with the management team responsible for the employee's supervision (i.e., the grievance would be addressed to the supervisor/Chief/City Manager) the employee/Union shall file the grievance with the immediate supervisor who shall distribute copies to the rest of the management team.

The written grievance shall contain:

- A description and date of the circumstance that led up to or is the cause for the grievance;
- A citation of the contract provisions that have allegedly been violated and a description of why the employee believes this to be true;
- The date and explanation of the informal attempt to resolve the problem with the employee's immediate supervisor and the date of the supervisor's expressed inability to resolve the dispute; and
- A description of the remedy sought for resolution of the problem.

Step 2 - The management team will consider the written grievance and shall meet with the employee and a representative of the Union within ten (10) days of its submission in writing. Within ten (10) days of its meeting with the employee, the management team shall render a written decision and provide same to the employee and the Union representative.

Step 3- If either party decides to carry the grievance further, either party shall notify the other that they are proceeding to arbitration and shall simultaneously request a list of thirteen (13) arbitrators from the Oregon Employment Relations Board.

Within ten (10) days of receipt of the list of arbitrators, the parties will select an arbitrator from the list by alternately striking the names. The Union shall strike the first name. The process shall not preclude the parties from mutually agreeing to an arbitrator. The final name on the list shall be the arbitrator. The arbitrator's decision shall be final and binding, but he/she shall have no power to alter, modify, add to or subtract from the terms of this Agreement. The arbitrator shall be asked to submit his award within thirty (30) days from the date of the hearing.

20.2 Costs

Expenses for the arbitration shall be borne equally by the City and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

20.3 Time Limits

Any and all time limits specified in the grievance procedure may be waived by mutual consent in writing of the parties. Failure to submit the grievance in accordance

with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to submit a reply within the specified time period shall allow the employee/Union to move the grievance to the next step of the procedure. A grievance may be withdrawn at any time upon receipt of a signed statement from the Union or the employee.

ARTICLE 21 - UNIFORMS

21.1 Uniform Provision

The City will provide and maintain the current basic uniform(s) at no cost to the employee. The City reserves the right to determine the need for the repair and/or replacement of such uniform(s).

All employees will wear the basic uniform(s) prescribed by the department and additions or subtractions from the prescribed uniform(s) shall be basis for disciplinary action.

21.2 Repair and Replacement

The Employer agrees to replace or repair personal equipment (approved in writing by the Chief of Police), watches and/or glasses which are damaged in the line of duty through no negligence on the part of the officer. For glasses the employee must first submit the bill to his/her insurance. The employee must also seek restitution in appropriate cases and shall reimburse the City any money paid out by the City upon receiving restitution.

21.3 Service Equipment

The Employer shall provide, if needed, the service equipment listed below:

- External Vest Carrier - replaced as needed/no less than every 2 years
- Cap-stun and Holder (after training).
- Applicable Baton and Holder (after training).
- Soft Body Armor.
- An approved hat.
- Boots - Danner or equivalent - Replacement period two (2) years.
- Vest Carrier - replace every two (2) years if needed.
- Uniform Pants - three (3) at hire, two (2) per year.
- Short Sleeve Shirt - two (2) at hire, one (1) per year.
- Long Sleeve Shirt - two (2) at hire, one (1) per year.
- Two (2) nametags.
- Baseball hat.
- Raincoat/pants - Watershed or equivalent.
- Winter coat with liner.
- Citation book - metal or leather.

Duty Clipboard - metal with storage.
Duty Bag - large enough to carry needed equipment.
Safety Traffic Vest.

Soft body armor purchased and provided to Police Officer(s) by the City, shall be required to be worn by Officers at all times while on duty, unless the assignment does not allow for this requirement or some other specific reason as approved by the Police Chief.

All equipment issued to employees is, and shall remain, the sole property of the City of Tillamook Police Department. All issued equipment shall be promptly returned in good condition upon separation of employment.

The City agrees to replace or repair uniforms and service equipment, which are damaged in the line of duty through no negligence on the part of the Officer.

21.4 Cell Phones

All Officers who own and have activated through a personal carrier (Phone and plan purchased by the Officer), a cellular telephone, will be compensated at the rate of fifty dollars (\$50.00) each month for as long as the cell phone remains active and the Officer uses their phone in the regular course of their work.

The City agrees to replace or repair personal phones which are damaged in the line of duty through no negligence on the part of the Officer.

ARTICLE 22 - CIVIL LIABILITY

The City of Tillamook carries appropriate liability insurance that protects officers within their scope of employment. The City shall maintain the coverage at a minimum of the current level of coverage during the life of this Agreement.

ARTICLE 23 - OUTSIDE EMPLOYMENT

Outside employment shall be permitted only with the express prior approval of the City. Any employee with outside employment commencing on or after the effective date of this Agreement shall notify the City thereof within sixty (60) days after the effective date of this Agreement. To deny outside employment, the City must show that it violates one of the following criteria:

- a) That such employment is in conflict with the interest of City employment.
- b) That such employment detracts from the efficiency of the employee in his/her City work.
- c) That such employment is a discredit to the City employment.
- d) That such employment takes preference over the requirements of the City employment.
- e) That such employment could put the employee and/or the City in an embarrassing or compromising situation.

Failure to comply with or violation of the above shall be grounds for disciplinary action.

ARTICLE 24 - FUNDING

The parties recognize that the revenue needed to fund the wages and benefits provided by this Agreement must be approved annually by established budget procedures. All such wages and benefits are, therefore, contingent upon sources of revenue.

In the event the City does not obtain sufficient revenues to fund the existing level of City services, the City shall have the right to re-open negotiations over wages (Section 7 and Appendix A) and the health and welfare article hereof. If such re-opening of negotiations does occur, the wage rates and the fringe benefit contributions in effect at the time of the re-opening shall remain in effect until such time as the negotiations process is concluded.

ARTICLE 25 - SAVINGS CLAUSE

Should any portion of this contract be held contrary to law, such decision shall apply only to the specific portion thereof directly specified and all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 26 - TERM OF AGREEMENT

This contract shall be effective July 1, 2020 and shall remain in full force and effect up to and including June 30, 2022. The contract shall be continuous thereafter from year to year unless prior to the 10th day of January of any subsequent year thereafter either party shall file written notice with the other of its desire to amend, modify, or terminate this contract.

EXECUTION OF AGREEMENT

This Agreement is executed on this, the _____ day of _____, 2020.

CITY OF TILLAMOOK

TEAMSTERS LOCAL NO.58

Mayor

Secretary/Treasurer