3201

AGREEMENT

BETWEEN

CITY OF NEWPORT, OREGON

And

NEWPORT POLICE ASSOCIATION

JULY 1, 2021 THROUGH JUNE 30, 2024

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MONTHLY WAGES ERROR! BOOKMARK NOT DEFINED.

PREAMBLE

Agreed to and to be in effect between the City of Newport, Oregon, hereinafter called the "City," and the Newport Police Association, hereinafter called the "Association", made and entered into for the purpose of fixing the wage scale, schedule of hours, and conditions of employment affecting members of the bargaining unit.

The purpose of this Agreement is to set forth the full and complete agreement between the parties on matters relating to employment relations.

In all instances, this contract between the City and the Association shall take precedence over conflicting rules and regulations.

ARTICLE 1 - RECOGNITION

The City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and conditions of employment for all regular employees who are members of the bargaining unit. For the purpose of this Agreement, a regular employee shall be an employee who works a regularly scheduled week of twenty (20) hours or more. All reference to employees in this Agreement shall be construed to mean regular employees, and not irregular, seasonal, or part-time (less than twenty (20) hours per week) employees. Employees working less than forty (40) hours per week shall have holidays, sick leave, and vacation earned and utilized on a prorata basis based upon the relation their work week bears to forty (40) hours.

The President of the Association or his/her designee is recognized as the sole and exclusive agent for the Association. The City Manager or his/her designee is recognized as the sole and exclusive agent for the City of Newport. The Association President and the City Manager, or their

designees are the authorized signatories for any and all changes, additions, or deletions to any contract article or partial article.

The bargaining unit shall consist of the following classifications:

A. Police Officer

B. Records Clerk/Evidence Tech

C. Receptionist

D. Community Service Officer (non-sworn)

It is further agreed that the following classifications are supervisory or confidential and are excluded from the bargaining unit:

A. Chief of Police

B. Police Secretary

C. Records Supervisor

D. Lieutenant

E. Sergeant

In the event the City creates a new job classification which is properly within the bargaining unit, the parties shall negotiate the hours, wages, and other applicable conditions of employment for such new classification.

ARTICLE 2 - ASSOCIATION BUSINESS

Section 1. Meetings:

To the extent allowable by the operational requirements of the department, an employee previously designated by the Association as representative and any employee who files a grievance shall be allowed time off from regular duties for the purpose of meeting with

representatives of the City on grievance matters pursuant to Article 24 hereof when such meetings are scheduled during that employee's regular working hours.

Also, to the extent allowable by the operational requirements of the department, employees may attend previously scheduled Association meetings while on duty, as long as such employees are immediately available for their duties if needed.

Section 2. Negotiating Sessions:

The Association negotiating team, to be comprised of not more than three (3) employees, shall be permitted to attend negotiating meetings with the City representatives without loss of pay, to the extent consistent with the operation of the department, relative to securing contract renewal to the extent that such meetings are scheduled during duty hours of the members so attending. Also, to the extent allowable by the operational requirements of the Department, employees may attend previously scheduled negotiation sessions while on duty, as long as such employees are immediately available for their duties if needed.

Section 3. Not time worked:

Time spent in the aforementioned Association activities shall not be considered "time worked" for purposes of computing overtime.

ARTICLE 3 - ASSOCIATION SECURITY

Section 1. Check off:

Upon receipt of signed authorization by each member of the Association, the City agrees to deduct from each member's monthly paycheck the uniform amount as specified by the Association. The City agrees to remit the aggregate of the deductions monthly to the Treasurer of the Association on behalf of the employees involved. The performance of this service by the

City is at no cost to the Association.

Section 2. Hold Harmless:

Provided the City acts in compliance with the provisions of this Article, the Association will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of the City's enforcement of the above provisions or as a result of check off errors.

Section 3. New Hires:

The City will notify the Association of all new hires within one (1) week after their having been employed, furnishing the Association with the new employee's name, , mailing address and position for which he or she was hired.

Section 4. Bulletin Boards:

The City will allow the Association to install and maintain a bulletin board at a reasonable location approved by the Department to be used by the Association for the posting of notices and bulletins relating to the Association. All items so posted will bear the signature of an official of the Association.

Section 5. Right of Access:

Association representatives shall have the right to reasonable access to the Police Department for the purpose of investigating grievances and other business related to the representation of employees. The Association representative shall contact the ranking supervisor within the department prior to meeting with bargaining unit employees. Meetings with departmental employees shall not unreasonably interfere with departmental operations or activities.

Section 6. Existing Conditions:

If a change of standard, method, or procedure made pursuant to Article 4, Section 2(E), Management Rights, involves a mandatory subject of bargaining, the City shall provide fifteen (15) calendar days notice to the Association, and the change is subject to the assertion of bargaining rights by the Association.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1.

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.

Section 2.

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

A. 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 policies in the remainder of the City as they may affect employees in the bargaining unit.

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

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

D. To establish, revise and implement standards for hiring, classification, and promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods and procedures.

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

F. To assign and distribute work.

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

H. To determine the need and the qualifications for promotions.

I. To discipline, suspend, demote, or discharge an employee so long as such action is not arbitrary, in bad faith, or without just cause.

J. 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.

K. To make reasonable accommodations as may be necessary to comply with the requirements of the Americans with Disabilities Act.

L. The City shall also have the right to contract or subcontract 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 Association and bargain the impact of that decision.

ARTICLE 5 - STRIKES AND LOCKOUTS

Section 1.

The Association and its members, as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, or slowdown, picketing, or any 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 Association or any other labor organization when called upon to cross such picket line in the line of duty. Employees engaged in a violation of this article may be subject to disciplinary action. Such disciplinary action shall not preclude the City's recourse to any other remedies, including an action for damages.

Section 2.

In the event of a strike, work stoppage, slowdown, 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 Association will immediately upon notification attempt to secure an immediate and orderly return to work.

Section 3.

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 6 - NON-DISCRIMINATION

Section 1.

Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation matters of employment relations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City because of his exercise of his rights. Nothing in this agreement shall be construed as precluding or limiting the right of an individual employee to represent himself in individual matters with administrative or supervisory employees of the City.

Section 2.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to marital status, age, sex, race, color, creed, national origin, Association affiliation, or political affiliation. The foregoing shall not be construed to prohibit discrimination as to factors listed above based upon bona fide occupational requirements.

Section 3.

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 7 - PROBATIONARY PERIOD

Section 1. Duration of Probationary Period:

Every new employee hired as a police officer shall serve a probationary period from the time of hire for a period of six (6) consecutive full months following completion of the FTO program AND academy. In no case shall the initial probationary period be less than twelve (12) months or exceed eighteen (18) months. The initial probationary period, may, however, be extended by mutual agreement between the City and the Association for a period of time not to exceed six (6) months. Other bargaining unit employees shall serve a probationary period of twelve (12) consecutive full months.

Section 2.

The Association recognizes the right of the City to terminate new employees on probationary status for any reason without recourse to the grievance procedure and to exercise all rights not specifically modified by this Agreement, with respect to such employees, including,

but not limited to, the shifting of work schedules, the assignment of on-the-job training, the assignment to educational courses and training programs. The Association also recognizes the right of the City to demote an employee on promotional probationary status to his previous position within six (6) months of the promotion.

Section 3. Promotions:

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 within one (1) year 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 8 - SENIORITY

Section 1.

"Seniority" as used in this Agreement is determined by the length of an employee's continuous bargaining unit service in his or her current job classification.

Section 2.

An employee shall lose all seniority in the event of termination of employment with the City. Time spent on leave without pay shall not be counted toward an employee's continuous service.

Section 3. Reduction in Force:

A. Layoff:

In the event of layoff for any reason, employees shall be laid off in the inverse order of seniority

in their classification, provided that the senior employee possesses the demonstrated skill, ability, fitness and experience necessary to perform available and budgeted work without additional training. Notwithstanding the above seniority provision, in the event departmental supervisors are to be subject to layoff, such employees shall have the right to displace the least senior bargaining unit personnel. In the event of a layoff, non-bargaining unit personnel who return to the bargaining unit shall retain their prior bargaining unit seniority.

B. Recall:

An employee who is laid off will remain on the laid off list and be eligible for recall for 24 months. No new employees shall be hired to any position until all laid off employees who are fully qualified for the position have been given an opportunity to accept the position.

The City shall notify laid-off employees in the order of their seniority within classification of a position opening by certified letter, return receipt requested, at their address of record as maintained in the City Manager'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 certified 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, the level of vacation accrual, and seniority reinstated, and be placed on the same step of the wage schedule as

prior to layoff, but shall not receive benefits for the period of the layoff.

ARTICLE 9 - OUTSIDE EMPLOYMENT

Permission to work at police-related employment while an employee of the City of Newport must be approved by the Police Chief. Furthermore, the Police Chief shall be notified in advance of all formal outside employment. All outside employment must:

A. Be compatible with the employee's City duties;

B. In no way detract from the efficiency of the employee in City duties;

C. In no way be a discredit to City employment; and,

D. Not take preference over extra duty required by City employment.

It is understood that the Chief may, upon reasonable grounds, at any time revoke permission to hold outside employment.

ARTICLE 10 - HOURS AND OVERTIME

Section 1. Work Hours:

Except for regular part-time employees, a normal work week shall consist of the following schedules:

Patrol officers will work shifts consisting of twelve (12) hours, on work schedules of four (4) days on, three (3) days off, three (3) days on, four (4) days off; or ten (10)-hour shifts consisting of four (4) days on followed by three (3) days off; or eight (8)-hour shifts consisting of five (5) days on followed by two (2) days off. There may be a combination of these work shifts in place at any time. Alternative days off may be mutually agreed upon by the employee and the City.

Officers assigned to Detectives and Records Clerks/Evidence Tech may work either ten

(10)-hour shifts consisting of four (4) days on followed by three (3) days off, or eight (8)-hour shifts consisting of five (5) days on followed by two (2) days off. There may be a combination of these work shifts in place at any time. Alternative days off may be mutually agreed upon by the employee and the City.

For twelve (12)-hour shifts, the normal days off will be Thursday, Friday, Saturday and every other Wednesday; or Sunday, Monday, Tuesday, and every other Wednesday. Alternative days off may be mutually agreed upon by the employee and the City.

The rotation between day shift and night shift will occur at regular two (2)-month intervals.

For the twelve (12)-hour shifts, to compensate for the additional twenty-four (24) hours each officer will work over a three (3)-month period, each officer will receive two (2) extra shifts off plus two (2) hours compensatory time during a three (3)-month cycle. These shifts will be normally scheduled to be taken on Wednesdays. These days off will be in the form of compensatory time, and are to only be used when no overtime would be incurred to cover a shift as a result of the compensatory time usage. In the event that the employee is unable to use these days within the three (3)-month accrual, the employee would be credited with compensatory time (up to twenty-six (26) hours). During the three (3)-month accrual period, the City may schedule time off in blocks of four (4) hours or more of the "Kelly" time to compensate for the additional hours. As with the sixty (60)-hour compensation time limitation in Article 10, Section 6, this compensatory time will be made in the form of cash payment if the limitation is exceeded.

The Association and the City agree to elect a 7K work period as provided in Section 7(K) of the Fair Labor Standards Act and 29CFR Part 553 for police officers. The work period shall

be a twenty-eight (28)-day work period and shall begin on Tuesday, September 28, 1999. This provision shall provide for a maximum of 171 non-overtime hours within the 28-day work period. However, the parties also specifically agree that all hours worked beyond the work day and work week set forth in this Agreement shall continue to be paid at the overtime rate. Additionally, the parties specifically agree that the overtime calculation shall continue to include sick leave, vacation leave and compensatory time off as hours worked. Use of paid time off on the same day as overtime accrual must be approved by the Chief of Police.

Section 2. Meals and Breaks:

For officers working either an eight (8) or ten (10) hour shift, included within the work day, but to be taken within the limitations of operational requirements, are two (2) paid fifteen-minute (15-minute) rest periods and a paid thirty-minute (30-minute) meal period. Employees are subject to call during such periods without additional compensation. For officers working twelve (12)-hour shifts, there will be one (1) additional paid fifteen-minute (15-minute) rest period.

Records Clerks/Evidence Tech will receive two (2) paid fifteen-minute (15-minute) rest periods and a paid thirty-minute (30-minute) meal period to be taken within the limitations of operational requirements. Employees are subject to call during such periods without additional compensation.

Section 3. Overtime:

Full-time employees required to work beyond his/her regularly scheduled work hours per week or per shift shall be eligible for overtime pay at one and one-half (1 ½) times their regular rate of pay, in accordance with FLSA. Overtime shall be computed to the nearest one-quarter

(1/4) hour and shall be based on the actual number of hours on duty per day.

Section 4. Work Schedules:

Records Clerks/Evidence Tech shall receive forty-eight (48) hours off between each scheduled work week. All other employees shall receive fifty-six (56) hours off between each scheduled work week except when shift rotation occurs. Failure to receive this time off shall result in overtime compensation. The provisions of the above may be waived upon mutual written agreement of the Chief of Police or his/her designee and the individual involved.

The above provisions of this Section shall not apply when a shift rotation occurs. At the time of shift rotation, all employees shall receive a minimum of eight (8) hours off between shifts, and no employee shall receive extra pay or suffer a loss of pay as a result of the rotation of shifts. It is the intent of the City to continue its current practice with regard to the method of implementation of the rotation of shifts however effective with the first rotation after execution of this Agreement the rotation shall be three (3) months.

Section 5. Call-back:

When an employee is called back to service outside his/her regular work hours to perform work or to appear in court as a result of work performed as a City employee, such employee shall accrue a call-back minimum of three (3) hours overtime. For the purpose of this section, there must have been a break of more than one (1) hour between the completion of on-duty time and the time of the call-back or court appearance, otherwise such time will be subject to contract provisions for overtime pay. In addition, employees recalled less than three (3) hours prior to the start of their regular shift shall be paid only for actual hours worked, and may continue to work through the regular shift.

Section 6.

Payment for overtime worked shall be made within thirty-one (31) days from the date of the overtime worked. Compensatory time off in lieu of cash payment of overtime may be taken by mutual agreement between the City and the employee. No employee shall be allowed to accrue more than one hundred (100) hours of compensatory time. Employees shall have the option of selling back forty (40) hours of compensatory time in December of each year.

In no event shall overtime be paid twice for the same hours worked.

Section 7. Approved Time Off:

All time off requests for blocks of time of thirty-six (36) hours or more will be requested in writing no less than fourteen (14) days prior to the first day of the requested leave. These requests will be either approved or disapproved in writing no later than seven (7) days of submission. Approved time off will be granted as scheduled except in cases involving operational emergencies which result from conditions outside the control of the department.

The City will make a reasonable effort to work with the courts so that court appearances will not be scheduled during approved time off periods. The parties recognize, however, that the City ultimately does not control the courts.

ARTICLE 11 - HOLIDAYS

In lieu of receiving holidays off or additional pay for work performed on holidays, each employee shall receive additional monthly cash payment equal to nine (9) times their regular hourly rate.

If the employee so elects, the cash payment provided for above shall be credited to his compensatory time account provided for in Article 10 hereof.

ARTICLE 12 - SICK LEAVE

Section 1. Accumulation:

Sick leave shall accrue at the rate of eight (8) hours for each full calendar month of service. Sick leave may be accumulated to a total of nine hundred and ten (910) hours and must be taken for the purposes specified in Section 2 hereof as a condition precedent to any sick leave payment.

Section 2. Utilization:

Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of illness or disability or by reason of illness or temporary disability in the immediate family as defined in Article 13 requiring the employee to be away from home to care for a family member, or to care for a family member at home for an uncertain period of time. A request of this nature would require the approval of the supervisor. In such event, the employee shall notify the immediate supervisor of the absence due to illness or injury, the nature and expected length thereof, as soon as possible. One hour prior to the employee's first regular work shift is a reasonable expectation of notification for use of sick leave. A physician's statement of the nature and identity of the illness, the need for the employee's absence, and the estimated duration of the absence may be required at the option of the Chief of Police or his designee for absences of over three (3) work days prior to payment of any sick leave benefits. A physician's statement may be required as a prerequisite to payment of sick leave for absences of three (3) work days or less if the employee has been advised in advance of such requirement.

Section 3. Workers' Compensation:

Any illness or injury for which the employee receives time-loss payments under

Workers' Compensation laws may either receive the time loss payment or may submit the payments to the City and use paid leaves to equate to their normal salary. If a three-day waiting period should apply, the employee shall qualify for sick leave benefits for that period of time. For the duration of any temporary disability that occurs in the course of employment with the City, the City shall continue to make payment for medical, dental, vision, life and accidental death and dismemberment insurance as provided in this contract as though the injured employee were working. If an employee is injured while engaged in employment for a third party (or self-employment), and such injury requires leave greater than 30 days, the employee will not accumulate any paid leaves. The City, at its discretion, may choose to discontinue insurance or other, but shall grant a non-paid leave for the duration of the temporary disability.

Section 4. Sick Leave without Pay:

Upon application by the employee, sick leave without pay may be granted by the City for the remaining period of disability after accrued sick leave has been exhausted. The City may require that the employee submit a certificate from a physician periodically during the period of such disability.

Section 5. Termination:

Sick leave is provided by the City in nature of insurance against the loss of income due to illness or injury. No compensation for accrued sick leave shall be provided for any employee upon his death or termination of employment, for whatever reason. Sick leave shall not accrue during any period of leave of absence without pay.

ARTICLE 13 - BEREAVEMENT LEAVE

Bereavement leave with pay shall be granted to an employee in the event of death in his

or her immediate family, and shall include an employee's spouse, parent, step-parent, grandparent, grandchildren, children, stepchildren, brother, sister, mother-in-law or father-in-law. Bereavement leave shall be granted for up to three (3) days for a funeral within 100 miles of Newport or up to five (5) days for a funeral 100 miles or more outside Newport.

ARTICLE 14 - OTHER LEAVES OF ABSENCE

Section 1.

Employees shall be granted leave with pay for service upon a jury during their scheduled working hours; provided, however, that the salary paid to such an employee for the period of service shall be reduced by the amount of money received by him for such jury service and upon being excused from jury service during any day an employee shall immediately contact his supervisor for assignment for the remainder of his or her regular work day.

Section 2.

The purpose of this Article is to insure an employee of his normal compensation for jury service during his regular working hours. Overtime compensation shall not accrue for jury duty.

Section 3. Criteria and Procedure:

Leaves of absence without pay not to exceed ninety (90) calendar days may be granted upon establishment of reasonable justification, in instances where the work of the department will not be seriously handicapped by the temporary absence of the employee. Requests for such leaves must be in writing. Normally, such leave will not be approved for an employee for the purpose of accepting employment outside the service of the City. Sick leave, vacation or other benefits shall not accrue for the duration of a leave of absence without pay.

ARTICLE 15 - VACATIONS

Section 1.

After completion of six (6) full consecutive calendar months of employment, employees shall be credited with forty-eight (48) hours of vacation leave. Thereafter, vacation leave shall accrue at the following rate:

Number of Years of Continuous Service	Hours Earned Per Month
1 through 5	8.00 hours per month
6 through 9	10.0 hours per month
10 through 15	12.0 hours per month
15 through 20	15.34 hours per month
20+ years	16.67 hours per month

Vacation accruals shall not be retroactively adjusted, but shall be implemented proactively upon execution or July 1 or the date of an interest arbitration award, whichever comes later.

Section 2.

The maximum vacation that may be accumulated by an employee is two hundred forty (240) hours. No payment for vacation hours over the cap will be paid, unless the employee is required to work during a scheduled vacation period.

Section 3. Continuous Service:

For the purpose of accumulating vacation credit, continuous service shall be service unbroken by separation from the City. Time spent by an employee on paid military leave, sick leave, leave resulting from an injury incurred in the course of employment, layoff and other

authorized leave shall be included as continuous service. Other breaks in service may result in a loss of continuous service for the purpose of vacation accrual.

Section 4. Vacation Selection:

Employees shall be permitted to request vacation either on a split or an entire basis. Employees shall have the right to determine the vacation times subject to scheduling required for public service based upon the needs of an efficient operation, the availability of vacation relief, and the City's right to so arrange scheduling that each employee has an opportunity if he chooses to use at some time during the fiscal year the full amount of the vacation credit which he could accumulate in twelve (12) months of continuous service. Vacation time shall be selected on the basis of seniority; provided, however, that each employee will be permitted to exercise his right of seniority only once annually for one block of time. Thereafter conflicting requests for the same vacation time shall be resolved on the basis of first come, first served.

Section 5. Termination:

In the event of death or termination of an employee during the initial six (6) months of his employment, no payment in lieu of vacation shall be made. In the event of death or termination of employment after an employee has served for six (6) consecutive months and is otherwise entitled to vacation credits, the employee shall be entitled to payment for accrued vacation leave.

ARTICLE 16 - COMPENSATION

Section 1. Salary Schedule:

Employees shall be compensated in accordance with the salary schedule attached to this Agreement as Appendix A.

Section 2. Step Advancement:

New employees shall be hired at the first step, or at the discretion of the City, may be given whole or partial credit for prior experience. Entry level officers will advance to step 2 after receiving their DPSST certification and passing probation. All other employees will advance to step 2 after completing probation. Employees will then advanced to each successive step upon the completion of twelve (12) months of continuous service in the preceding step. However, entry level officers will advance to step 3 after completion of twenty-four (24) months of service at the City and are not required to complete twelve (12) months of service at step 2; thereafter they will advance to the next step after twelve (12) months of service in the preceding step. Denial of step increase for just cause may be authorized by the Chief of Police, provided that the employee so affected is served with written notification in advance, outlining the reasons for such action and provided with a written review every three (3) months thereafter as long as such denial remains in effect.

Section 3. Detective Premium and Clothing Allowance:

Employees assigned to Detective duty shall receive an additional 4% base monthly pay. The Detective assignment is for five years provided that the assigned Detective receives satisfactory performance evaluations conducted annually; any employee assigned to Detective duty may reapply for another five-year assignment. Employees assigned to detective duty and thereby required to wear clothing other than the duty uniform shall receive $200.00 for six (6) months--on July 1 and January 1 of each year--for the duration of such assignment. Only those employees assigned to such duty as of July 1 and January 1 shall receive such pay and there shall be no prorata pay for periods of less than six (6) months.

Section 4. Uniforms:

At the time of employment, uniformed officers shall be issued the following uniform complement:

1 each:	hat
	tie
	raincoat
	protective vest
	duty belt, gun holster, asp
	badge
2 each:	shirt (long sleeve)
	shirt (short sleeve)
	trousers
	name tags
	handcuffs and holsters
	magazine holsters

The City shall replace on an exchange basis those items listed above that are worn out or become unserviceable in the line of duty. Upon termination of employment, all issue items of clothing shall be returned to the City or if the officer fails to do so, the final payment of the officer shall be adjusted so as to offset the original purchase price of the items not returned. Uniformed Officers will be reimbursed up to $250 every other year for equipment receipts for the purchase of required safety footwear. Reimbursement will be for the amount of the actual receipt and will be approved by the Chief. The unused portion of the allowance does not carry forward to the employee's next reimbursement cycle.

Section 5. FTO Compensation:

Officers assigned to Field Training Officer duties shall be paid an additional three percent (3%) of base pay year-round.

Section 6. Evidence Technician Premium Pay:

Employees performing the duties of Evidence Technician shall be paid a premium of two and one-half percent (2.5%).

Section 7. Professional Development and Community Enrichment Incentive:

Employees are eligible for additional Community Achievement pay as follows:

Years of Service	Amount of Increase Over Base Pay
7	2.5%
10	5.0%

To be eligible for the additional Community Achievement pay, an employee must:

1. Provide 40 hours of voluntary service each year within the City of Newport, which must be pre-approved by the Chief of Police.

2. Receive eight hours each year of additional law enforcement training or related college coursework on the employee's own time and at employee's expense;

3. Obtain and maintain a DPSST intermediate certificate.

Implementation: *An employee may begin the 48 hours of service in their sixth year) The* employee shall begin the process of obtaining the 48 hours to meet the incentive requirement. The employee will bear the burden of coordinating, tracking and furnishing time and education requirements to the Chief of Police. Upon approval, the employee is eligible for the percentage of increase commensurate with the employee's length of service. The percentage increase will

drop off of the employee's pay at the end of each year of service unless additional time requirements are met and approved by the Chief prior to the anniversary date.

This Professional Development and Community Enrichment Incentive will phase out beginning July 1, 2022 with the following provisions: Beginning July 1, 2022, eligibility for this incentive will be limited to only employees that are receiving it as of July 1, 2022. Additionally, after July 1, 2022, any employee that fails to continuously maintain the incentive will no longer be eligible for the incentive.

Section 8. K-9 Compensation:

Employees assigned to the position of canine officer shall receive a premium of five percent (5%) of their base salary pursuant to the terms and conditions of Appendix B attached to this Agreement.

Section 9. Recreation Center Fee:

The City shall provide free admission for employees and their family members to the City's Recreation Center.

Section 10. Bilingual Pay

Employees who are fluent in Spanish or American Sign Language (ASL) will receive a premium of three percent (3%) of their base salary. Employees will be considered fluent in Spanish or ASL if, every other year, they meet the reasonable standards for fluency established by the City. The City will administer or facilitate a fluency examination every other year. The City will not pay for any training, education, or other expenses for an employee to become fluent. Employees who are fluent in both Spanish and ASL shall only receive one three percent (3%) incentive.

ARTICLE 17 - INSURANCE

Section 1.

For the term of this agreement, the City agrees to provide medical, dental and vision insurance coverage for eligible employees, their spouses/domestic partners (same sex domestic partners only) and their dependents. Insurance coverage is effective on the first of the month following 30 days of employment as a benefit-eligible employee. The City shall have no obligation to bargain the impact of any change in insurance coverage provided by the insurance carrier solely in its discretion.

The City will provide the CIS High Deductible Health Care Plan (HDHP/HSA) with a HSA. The City will contribute 90% of the premium cost for the plan. ~~Effective January 1, 2016, the~~ The City will make the following annual contributions on behalf of each employee into the Health Savings Account:

i) $1,400 per year for a single coverage; and

ii) $2,700 per year for family coverage.

Effective January 1, 2022, the City will make the following annual contributions on behalf of each employee into the Health Savings Account:

i) $1,700 per year for a single coverage; and

ii) $3,400 per year for family coverage.

For employees hired after January 1st of each year, the City shall make a prorated contribution for each employee into the Health Savings Account.

For employees and family members not eligible for HSA due to possible coverage under Medicare, Tricare, VA or Indian Health Services, the City will contribute to a Voluntary Employee Benefits Association Account (VEBA) plan. The City will make the following annual

contributions on behalf of such employees into a VEBA account:

i) $1,400 per year for single coverage; AND

ii) $2,700 per year for family coverage.

Effective January 1, 2022, the City will make the following annual contributions on behalf of each employee into the Health Savings Account:

i) $1,700 per year for a single coverage; and

ii) $3,400 per year for family coverage.

For employees hired after January 1st of each year, the City shall make a prorated contribution for each employee into the Voluntary Employee Benefit Association account.

The City will continue to provide $25,000 of life and A D & D insurance at no cost to the eligible employees.

ARTICLE 18 - RETIREMENT

Section 1. Police Officers:

Police Officers shall continue to be covered by the Public Employees' Retirement System (PERS) and OPSRP plans as appropriate. As allowed in ORS 238.350, fifty percent (50%) of accrued but unused sick leave shall be credited towards retirement.

Section 2. Other Employees:

The previously established retirement plan shall be continued for all employees other than police officers. Employees hired after October 15, 2012 shall be placed in the defined contribution plan only. The City's contribution shall be six percent (6%) of the employee's normal rate of pay plus the City will match the employee's contribution, if any, up to another three percent (3%).

Section 3. Pickup:

The City will continue to "pickup" or pay the six percent (6%) employee's retirement contribution to the Individual Account Program (IAP) of PERS, OPSRP, or the private plan, as applicable.

ARTICLE 19 - HIGHER CLASSIFICATION WORK

Any employee designated by the Police Chief or his/her designee as acting-in-capacity in a higher position than his/her regular classification shall receive the pay for the position designated or a five percent (5%) increase above the employee's normal salary, whichever is greater, in such assignment for the remainder of the assignment. This higher classification pay shall apply only to the actual duty days and hours specified in the written notice.

Any employee who is designated a temporary supervisor as provided for above shall remain a member of the bargaining unit as defined except he shall assume all the duties and be subject to the working conditions of other supervisors of similar rank for the duration of his appointment.

ARTICLE 20 - CERTIFICATION

The City agrees to pay the following for either a DPSST Intermediate or a DPSST Advanced certificate. This amount is to be added to the employee's salary after any other additional increase provided by this Agreement:

DPSST Intermediate Certificate	4% per month
DPSST Advanced Certificate	7% per month

ARTICLE 21 - MILEAGE AND PER DIEM

Section 1.

When an employee is authorized to utilize his/her vehicle in the performance of his/her

official City duties, he/she shall be compensated at the IRS-approved rate.

Section 2.

When an employee's duties require an employee to travel outside the City, the City agrees to reimburse him/her the reasonable costs of meals and lodging not to exceed:

Breakfast $7.00 Dinner $18.00

Lunch $8.00 Motel or Hotel - reasonable cost

Payment will be made upon presentation of approved receipts to the City Recorder. The City shall, if feasible, provide for payment in advance. If necessary, subsequent adjustments will be made by the parties.

1) The Association members are permitted to combine the meal reimbursement amounts, for a total of $45 per day to be spent on meals.
2) However, if a meal is provided as part of the training or event being attended, then the amount provided for in the bargaining agreement for that meal will be deducted from the total amount available to be allocated toward meals for that day.
3) Receipts are required to document purchases/expenditures, however, in isolated incidences the Chief of Police may allow the use of a signed statement, which listed the date, location, purpose and amount of the purchase/expenditure in lieu of a receipt.
4) Employees will be reimbursed only for expenses covered by a receipt or approved signed statement. Should any advancement amount be in excess of expenses covered by a receipt or approved signed statement, it will be returned to the City.

The Association may choose to continue with this contractual reimbursement schedule, or it may opt to utilize the City's per diem policy, once adopted.

ARTICLE 22 - PERSONNEL FILE

Section 1.

Each employee shall have the right, upon request, to review and obtain at his own expense, copies of the contents of his personnel file, exclusive of materials received prior to the date of his employment by the City. The official personnel file shall be maintained by the City Manager's office.

Section 2.

An employee may respond in writing to any item placed in such personnel file and said response shall become a part of said file.

Section 3.

Disciplinary measures up to and including written reprimands shall be removed upon request of the employee at the end of twelve (12) months, provided there is no subsequent disciplinary action during the intervening period of time. All other disciplinary documents shall become a permanent record in the personnel file, which may only be removed at the discretion of the City.

ARTICLE 23 - DISCIPLINE AND DISCHARGE

Section 1. Discipline:

Disciplinary action shall only be for just cause and may include, oral reprimands, written reprimands, the denial of step advancement, suspensions without pay, demotions and terminations. All disciplinary actions except oral reprimands are subject to the entire grievance procedure. Oral reprimands are grievable only through Step 2, Department Head level, of the grievance procedure. Disciplinary action may be imposed upon any employee for failure to fulfill his responsibilities as an employee. Any disciplinary action imposed upon an employee

shall be protested only as a grievance through the regular grievance procedure, unless otherwise permitted by state and federal law. If the City has reasons to discipline an employee, reasonable efforts to impose such discipline shall be made in a manner that will not embarrass or humiliate the employee before other employees or the public. Discipline will normally be progressive in nature; however the City may impose any sanction based on the totality of circumstances.

Section 2.

In the event an employee will be interviewed concerning an action which would likely result in disciplinary action, the following process shall be followed unless evidence might be otherwise lost or an investigation compromised:

(a) With a minimum of 24 hour notice, the employee will be notified that he or she has a right to consult with an Association representative and to have that representative or another representative present at the interview. Prior to the interview, the employee will be informed of the nature of the allegations (i.e. time, date, place) and the nature of the investigation and will be provided reasonable time prior to the interview to consult with an Association representative or another legal representative of the employee's choice. Additionally, the City and the Association will provide copies of available information prior to the interview.

(b) All parties to the interview shall strive to insure that the interview is conducted in a professional and cooperative manner.

The employee will be given a copy of any written statement or report describing the employee's statements.

The employee will be given a copy of any written statement or report describing the employee's statements in an interview before subsequent interviews in the course of the same investigation.

(c) Interviews covered under this section shall, to the extent practical, take place at City facilities.

(d) Either party may tape record the interview and, if either party exercises this right, they will provide a copy of the tape or transcript to the other party upon request.

(e) In any investigation, the employee may be required to answer any questions reasonably related to the subject matter under investigation. The employee may be disciplined for refusing to answer such questions. In the event of potential criminal liability, the employee will not be required to answer questions without first being provided a written Garrity warning. As soon as it is determined that the employee may be charged with a criminal offense, the employee will be informed of the employee's right to consult with criminal defense counsel with respect to the criminal charge.

(f) In a disciplinary or administrative investigation, the employee's chosen representative may not be required to disclose, or be subject to disciplinary action for refusing to disclose, statements made by the employee to the representative for purposes of the representation.

Section 3. Economic Sanction & Discharge:

A non-probationary employee shall be discharged only for just cause. If the City determines that there is just cause for an economic sanction or discharge, there shall be delivered to the employee and the Association a written notice of pending discipline. Such notice shall specify the principal grounds for such action. The employee and the Association shall be provided a copy of all reports and documents being relied on by the City as a basis for discipline. The employee will be provided the opportunity for an informal hearing prior to the final decision regarding discipline. Protest of the discipline of an employee shall be made only through the grievance procedure set forth in Article 24 of this Agreement. The Association may process a

grievance concerning suspension without pay or discharge, or both, commencing at Step 3 of the grievance procedure.

Section 4. Imposition of Discipline.

Employees receiving discipline shall be given official written notice of discipline including a summary of the facts, the policy violations or misconduct determined and an explanation of the discipline imposed. The same notice will be provided to the Association President or designee as identified in writing to the City Manager. Upon request, the employee or Association President or designee as identified in writing to the City Manager shall be given a copy of all materials, reports, witness statements and evidence used to support the disciplinary findings and sanction, for the purposes of Association review and possible grievance.

Section 5. Use of Deadly Force:

Employees involved in the use of deadly force will be given the opportunity to consult with legal counsel prior to making a statement.

Employees involved in the use of deadly force shall be provided some administrative leave and the opportunity to meet with a licensed psychologist, at the City's expense, for the purpose of debriefing. The City and Association will mutually agree to a psychologist for this purpose. In any event, these meetings shall be covered by the psychologist/patient privilege and information disclosed in these meetings shall not be attainable or useable by the City for any purpose.

Section 6. Investigation Commencement and Disposition:

The City will inform the employee within fourteen (14) calendar days of receipt of a complaint unless to do so would jeopardize the investigation. If the complaint involves alleged criminal conduct the fourteen (14) days will not apply.

At the conclusion of all investigations, the employee under investigation shall be informed of the disposition within fourteen (14) calendar days.

ARTICLE 24 - GRIEVANCE PROCEDURE

Section 1.

A grievance for the purpose of this Agreement is defined as a dispute regarding the meaning or interpretation of a particular clause of this Agreement or regarding an alleged violation of this Agreement. Should such a dispute arise, the following procedure only shall be used:

Step 1: After first attempting to resolve the grievance informally, the aggrieved employee, with or without Association representation, shall submit the alleged violation in writing to the employee's immediate supervisor within ten (10) calendar days of its occurrence or within ten (10) calendar days of the employee's knowledge of its occurrence. The notice shall include (1) a statement of the grievance and relevant facts; (2) provision of the contract alleged violated; (3) remedy sought. The supervisor shall respond to the grievance in writing as quickly as possible, but no later than ten (10) calendar days after the written grievance was submitted.

Step 2: If the grievance remains unresolved, the employee, with or without Association representation, shall within ten (10) calendar days from receipt of the reply of the immediate supervisor, submit the grievance with a copy of all material submitted or received at the first step hereof and a cover letter specifying that Step 2 procedures are being invoked. The department head shall meet with the aggrieved party and the immediate supervisor and shall respond to the grievance in writing within ten (10) calendar days.

Step 3: If the grievance is still unresolved, the aggrieved party, with or without Association representation, shall within ten (10) calendar days from the receipt of the department head's reply submit the written grievance with a copy of all materials submitted or received at previous steps hereof to the City Manager. The City Manager shall respond in writing to the grievance within ten (10) calendar days.

Step 4: If the grievance remains unresolved, the Association shall within ten (10) calendar days from the decision of the City Manager, notify the City in writing of its intent to submit the matter to arbitration by a third party jointly agreed upon. If the parties are unable to agree upon an arbitrator, the Employment Relations Board shall, within ten (10) calendar days be requested for a list of seven (7) Oregon Arbitrators. Upon receipt of the list of seven (7) names, both the City and the Association shall have the right to alternately strike three (3) names from the list.

Section 2.

Nothing in this Section shall prohibit the parties from agreeing upon a permanent arbitrator or a permanent list. The arbitrator's decision shall be final and binding, but he shall have no power to alter, modify, or add to, or subtract from the terms of this Agreement. His decision may also provide retroactivity to the date the grievance first occurred.

Section 3.

Any and all time limits specified in the grievance procedure may be waived only by mutual written consent of the parties. Failure to submit the grievance in accordance with these time limits without such a waiver shall constitute abandonment of the grievance. Failure by the City to submit a reply within the specified time will constitute rejection of the grievance at that step and thereby allow the Association to pursue the matter to the next step within the specified

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

Section 4.

Expenses for the arbitrator shall be borne by the losing party as determined by the arbitrator. 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.

ARTICLE 25 - SAVINGS CLAUSE

Should any Article, section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, section or portion thereof, directly specified in the decisions. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, section or portion thereof. This Agreement is subject to amendment, alteration or addition only by subsequent written agreement between and executed by the City and the Association where mutually agreeable.

ARTICLE 26 - AGILITY TESTING (ORPAT)

All sworn Police Officers hired before December 31, 2015, are required to take the ORPAT annually. Those sworn Police Officers that pass the annual ORPAT at the DPSST passing standard shall receive 2% (of base pay) incentive pay. Only those sworn Police Officers employed by the City on or before December 31, 2015 are eligible for the described 2% incentive pay.

Lateral sworn Police Officers hired after January 1, 2016, who graduated from DPSST prior to December 31, 2015, are eligible for the described 2% incentive pay.

All entry-level (non-lateral) sworn Police Officers hired after January 1, 2016 will be required to pass the ORPAT test annually as a condition of employment. Entry-level (non-lateral) sworn Police Officers hired after January 1, 2016, are not eligible for the described 2% incentive pay.

ARTICLE 27 - TERM OF AGREEMENT

This contract is made and entered into by the City of Newport, Oregon, hereinafter referred to as the "City," and Newport Police Association, hereinafter referred to as the "Association."

This Agreement shall become effective upon execution or July 1, whichever comes later, or in the event of interest arbitration, upon the date of the award. All retroactive provisions must be clearly identified and retroactively shall not be granted for any other provisions of this Agreement.

Retroactivity shall be granted for wage schedule adjustments only for employees currently on active employment status with the City as of the execution of the Agreement or the date of the interest arbitration award.

This Agreement shall remain in full force and effect through June 30, 2024 and shall continue in full force and effect until a successor agreement is executed by the parties. Negotiations for a successor agreement will occur when either party serves the other party with notice of intent to reopen contract negotiations. Such notice shall be served by mail or in person no earlier than January 1, 2024.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties agree that they are not required to bargain collectively during the life of this Agreement except as required by law and Article 1, Recognition, of this Agreement.

Executed this 24 day of ~~July~~ August, 2021 at Newport, Oregon, by the undersigned officers by the authority of and on behalf of the City of Newport and Newport Police Association.

FOR THE ASSOCIATION:

Kraig Mitchell, Association President

FOR THE CITY:

Spencer Nebel, City Manager

APPENDIX A

MONTHLY WAGES

To apply only to current employees in active status with the City at the time of the execution of the Agreement, increase the wage scales for each year as follows:

Effective and retroactive to July 1, 2021 employees shall receive a two percent (2%) COLA wage increase.

Effective July 1, 2022, employees shall receive a two percent (2%) COLA wage increase.

Effective July 1, 2023, employees shall receive a two percent (2%) COLA wage increase.

CITY OF NEWPORT - STEPS FOR POLICE ASSOC EMPLOYESES
Effective July 1, 2021 - through June 30, 2022 -- 2% Wage Increase

	STEPS					
Range	**1**	**2**	**3**	**4**	**5**	**6**
Police Officer	$4,590	$5,177	$5,436	$5,707	$5,993	$6,293
Comm Service Officer	$4,080	$4,284	$4,498	$4,724	$4,960	$5,208
Records/Evidence Clerk	$3,417	$3,588	$3,768	$3,957	$4,154	$4,363

CITY OF NEWPORT - STEPS FOR POLICE ASSOC EMPLOYESES
Effective July 1, 2022 - through June 30, 2023 -- 2% Wage Increase

	STEPS					
Range	**1**	**2**	**3**	**4**	**5**	**6**
Police Officer	$4,682	$5,281	$5,545	$5,821	$6,113	$6,419
Comm Service Officer	$4,162	$4,370	$4,588	$4,818	$5,059	$5,312
Records/Evidence Clerk	$3,485	$3,660	$3,843	$4,036	$4,237	$4,450

CITY OF NEWPORT - STEPS FOR POLICE ASSOC EMPLOYESES
Effective July 1, 2023 - through June 30, 2024 -- 2% Wage Increase

Range	STEPS 1	2	3	4	5	6
Police Officer	$4,775	$5,386	$5,656	$5,938	$6,235	$6,547
Comm Service Officer	$4,245	$4,457	$4,680	$4,915	$5,160	$5,418
Records/Evidence Clerk	$3,555	$3,733	$3,920	$4,117	$4,322	$4,539

APPENDIX B

A. Compensation: The parties recognize that represented employees who are assigned to the positions of canine officer devote an average of one (1) to two (2) hours per forty (40) hour week in off-duty time spent exclusively on the daily care and maintenance of the assigned dog. The parties agree that each person assigned to the position of canine officer will be entitled to a premium of five percent (5%) of their base salary and shall not receive overtime wages for ordinary off-duty care of the animal as a family pet.

B. Extraordinary Work: All extraordinary work involving the canine will be compensated at time and one half. The overtime will be for actual hours only and will not be considered callback under terms of this article. Extraordinary work includes, but is not limited to, scheduled and unanticipated veterinary care and training beyond the normally scheduled work week. Absent exigent circumstances, all such overtime must be authorized in advance by the on-duty Sergeant or Canine Supervisor. Off-duty call out will remain the same as what is in the CBA.

C. Canine Vehicle: The City shall provide and maintain a take home vehicle for the canine handler. To avoid unnecessary overtime, the cleaning of the vehicle shall be done during regularly scheduled shifts, absent exigent circumstances.

D. Canine Supplies: The City shall provide the canine with food, medication, reasonable veterinary care, ordinary equipment, kennel and any other essential items associated with the care and maintenance of any police canine which has not been permanently retired.

E. Canine Disposition: In the event the City owned canine is permanently retired, the most recent handler shall have the option to purchase the canine from the City for one (1) dollar, as is. The purchase of the dog shall include an indemnification and hold harmless agreement signed by the purchasing officer releasing the City from all future liability including veterinary care, maintenance, and other costs relating to the future care of the canine.

In the event the canine has had more than one handler, and the most recent handler of that canine chooses not to purchase the canine, the next most recent handler shall have the same purchase option. If no prior handlers choose to purchase the dog, any officer may have the option for the purchase. If no employee chooses to make the purchase, the City has the option and authority to euthanize the dog.

NEWPORT
OREGON

AUTHORIZATION FOR AGREEMENTS, MOUs, OR OTHER DOCUMENTS OBLIGATING THE CITY

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: CBA 2021-2024 - NPA Date: 8/16/21

Statement of Purpose: 2021- Collective Bargaining Agreement for Newport Police Association

Department Head Signature: Barb James

Remarks, if any: _____

City Attorney Review and Signature: MB (mw) Date: _____

Other Signatures as Requested by the City Attorney: _____

Signature _____ Name/Position Date: _____

Budget Confirmed: Yes ☐ No ☐ N/A ☐

Certificate of Insurance Attached: Yes ☐ No ☐ N/A ☐

City Council Approval Needed: Yes ☑ No ☐ Date: 8/16/21

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: _____ Date: 8/23/21

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: _____ Date: 9/23/2021

Date posted on website: _____