

**STATE OF OREGON  
EMPLOYMENT RELATIONS BOARD  
PETITION FOR REPRESENTATION OR UNIT CHANGES  
Public Employment**

RECEIVED

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EMPLOYMENT  
RELATIONS BOARD  
**For Board Use Only**

**INSTRUCTIONS:** Submit *original and one copy* to the Board with any *original* required showing of interest. If more space is required, attach additional sheets.

Employment Relations Board, 528 Cottage Street NE, Suite 400, Salem, OR 97301-3807.  
Phone: (503) 378-3807 / Fax (503) 373-0021

Case No. \_\_\_\_\_

Date Filed 1-6-16

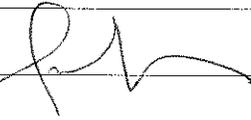
1. Purpose of Petition:

- RC—CERTIFICATION OF REPRESENTATIVE.** At least 30% of the employees in the proposed or existing bargaining unit desire to be represented by Petitioner for purposes of collective bargaining, and Petitioner desires to be certified as the exclusive representative of the unit. (OAR 115-025-0000(1)(a))
- CC—CERTIFICATION WITHOUT ELECTION.** More than 50% of the employees in an appropriate bargaining unit desire collective bargaining representation by the labor organization named in the Petition, and none of the employees in the proposed unit are currently represented. (OAR 115-025-0000(1)(c))
- DC—DECERTIFICATION.** At least 30% of the employees in an existing bargaining unit assert that their exclusive bargaining representative no longer represents a majority of the employees in the unit and seek decertification. (OAR 115-025-0000(1)(d))
- RM—REPRESENTATION.** Employer asserts that one or more labor organizations have presented a claim for recognition or continued recognition as the exclusive bargaining representative of its employees; employer has a good faith doubt as to the continued majority status of the incumbent labor organization and requests an election. (OAR 115-025-0000(1)(b)).
- UC—REDESIGNATION OF UNIT.** Employer seeks to remove employees from the existing bargaining unit because it believes the employees are inappropriately included under criteria contained in ORS 243.682(1). (OAR 115-025-0000(1)(e))
- UC—UNIT CLARIFICATION.** A labor organization (recognized or certified as exclusive representative of the bargaining unit) or a public employer seeks clarification of placement of certain employees:
  - OAR 115-025-0005(2)—Public employee status
  - OAR 115-025-0005(3)—Question whether position is included in unit based on certification or contract language
  - OAR 115-025-0005(4)—Addition of unrepresented positions to unit
  - OAR 115-025-0005(5)—Merger of bargaining units
  - OAR 115-025-0005(6)—Appropriate unit placement (transfer)
- UC—AMENDMENT OF CERTIFICATION OR RECOGNITION.** (OAR 115-025-0008)
- UC—REVOCATION OF CERTIFICATION OR RECOGNITION.** (OAR 115-025-0009)
- RCM—MERGER OF SCHOOL DISTRICTS.** (OAR 115-025-0090)

<p>2. Name/address of Public Employer:  City of Boardman  200 City Center Circle  Boardman, OR 97801</p>	<p>Name/address/phone of employer's representative:  Steven Schuback – Peck Rubanoff &amp; Hatfield PC  5285 Meadows Road, Suite 140  Lake Oswego, OR 97035  (503) 476-1029; fax (503) 744-0849  schuback@prhlaborlaw.com</p>
<p>3. Name/address of any current recognized or certified labor organization:  Oregon AFSCME 75 (Pendleton)  308 SW Dorion Avenue  Pendleton, OR 97801</p>	<p>Name/address/phone of labor organization's representative:  Sean Moore  308 SW Dorion Avenue  Pendleton, OR 97801  SMoore@oregonafscme.com</p>
<p>4. Description of proposed bargaining unit <i>or</i> description of existing unit and proposed change:  As provided by Article 1 of the CBA, the bargaining unit consists of all employees of the Boardman Police Department, excluding supervisory, confidential and temporary employees. The employer seeks REVOCATION of the Police Department bargaining unit on the basis of expiration of the existing contract and AFSCME disclaiming interest.</p>	
<p>5. For petitions for Certification without Election only—By signing below, Petitioner certifies that no other labor organization is currently certified or recognized as the exclusive bargaining representative of any employee in the proposed unit.</p>	
<p>6. Number of employees in proposed or existing unit: 8  Number of employees to be added to or removed from existing unit: 8</p>	
<p>7. Current contract (submit copy): Effective date: _____ Expiration Date: <u>12-31-15</u></p>	
<p>8. Name, address, and phone number of labor organizations other than Petitioner that represent or are known to have an interest in representing employees in the existing or proposed bargaining unit or clarification:   NONE</p>	
<p>9. Any other relevant facts:  See attached AFSCME disclaimer of interest. Case was originally filed as a decertification under ERB DC-003-15</p>	

I certify that the statements in this petition are true to the best of my knowledge and information.

Petitioner/Organization: City of Boardman

Representative's Signature: Steven Schuback  Title: Labor Attorney for the City

Address: Peck Rubanoff & Hatfield PC Phone: (503) 476-1029

5285 Meadows Road, Suite 140 Date: 1-4-16

Lake Oswego, OR 97035



# OREGON AFSCME

308 S.W. DORION • PENDLETON, OR 97801  
541-276-0762 • 1-800-422-5547 • FAX 541-276-2953  
www.oregonafscme.com

November 5, 2015

**VIA FASCMIILE ONLY**

Kathryn A. Logan, Chair  
Employment Relations Board  
Old Garfield School  
528 Cottage Street NE, Suite 400  
Salem, OR 97301

Re: Ralph E. Parrish Jr. (On behalf of Boardman Police Department Employees) v. City of Boardman Police Department and Oregon AFSCME (Pendleton), DC-003-15

Dear Chair Logan:

Pursuant to OAR 115-025-0060(3), Oregon AFSCME Council 75 requests that its name be removed from the ballots issued by ERB with respect to the pending petition. Oregon AFSCME Council 75 makes this request based on its decision to, effective with the expiration of the Collective Bargaining Agreement on January 1, 2016, disclaim its interest in representing the employees in the proposed bargaining unit.

Please let us know if you have any questions or concerns about this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Seth Moore".

Seth Moore  
Staff Representative  
Oregon AFSCME Council 75

cc: Ralph Parrish (via e-mail)  
Stephen Shuback (via email)

BOARDMAN POLICE DEPARTMENT

and

AMERICAN FEDERATION OF STATE,  
COUNTY, & MUNICIPAL EMPLOYEES  
LOCAL 3742-3

COLLECTIVE BARGAINING  
AGREEMENT

Expires December 31; 2015

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## PREAMBLE

This Agreement is made and entered into by and between the City of Boardman (hereinafter the "City") and the American Federation of State, County, and Municipal Employees (AFL-CIO) (hereinafter the "Union"), and is binding upon the Union and the Employer and all designated representatives of the Union and the Employer.

## ARTICLE 1: RECOGNITION

1.1 Recognition: The City recognizes the Union as the sole and exclusive collective bargaining agent for the unit consisting of all regular employees of the City of Boardman Police Department, excluding supervisory and confidential employees as defined in ORS 243.650, temporary employees (employee working less than 1040 hours per year), seasonal and casual employees.

1.2 New Classifications: If the City creates any new classification of employees within the City of Boardman Police Department that are not excluded under ORS 243.650, or by section 1.1 above, the positions shall be included in the bargaining unit. The City will forward the Union a copy of the proposed job description of the classification and propose a wage scale for the classification. If the Union does not agree with the proposed wage scale, the Contract shall be reopened solely for the purpose of bargaining the wages for the new classification, as provided by ORS 243.698. Should no agreement be reached, the dispute will be resolved through the interest arbitration process. The City may employ a person or persons at the proposed wage rate during the bargaining process.

1.3 Reclassifications: If the City makes substantial material alterations to the duties of an existing job classification, they shall provide notice to the Union at least ten days prior to the proposed effective date of the changes. This notice shall include a proposed wage scale. The Union will notify the City within ten days of the receipt of the notice whether they agree with the proposed wage scale. If the Union does not agree with the proposed wage scale, the Contract shall be reopened solely for the purpose of bargaining the wages for the new classification, as provided by ORS 243.698. Should no agreement be reached, the dispute will be resolved through the interest arbitration process.

1.4 Effect of City Policies: The Contract shall supersede any conflicting written City or Police Department policies.

## ARTICLE 2: UNION SECURITY

2.1 Dues Deduction: The City agrees to deduct the monthly membership dues from the pay of those employees who individually request such deductions in writing. The amount to be deducted shall be certified to the City by the Union, and the aggregate deductions shall be remitted monthly together with an itemized statement.

2.2 Fair Share: The terms of the contract have been made for all employees in the bargaining unit, not solely for members of the Union. Each employee not exempt under recognition of this contract shall, within thirty (30) days of hire, have deducted monthly from their pay by the City, a sum equal to the amount of current Union dues or Fair Share amount, as determined by the Union. Such sum shall constitute the employee's dues if the employee is a member of the Union, or shall otherwise constitute that employee's fair and equitable contribution to the expenses of administering this contract on the employee's behalf by the Union. Such deduction shall be made only if accrued earnings are sufficient to cover the service fee after all other authorized payroll deductions have been made.

The deduction and disbursement to the Union of dues and service fees provided herein shall be accomplished monthly by the City and payment to the Union shall be made on or before the fifteenth day following the date such deductions were made.

Any employee who is a member of a bona fide religious organization which teaches as a doctrine of faith that payment of Union dues is wrong may follow the procedures allowed by State law to have in lieu of dues payment paid to a non-religious charity.

The Union agrees to defend at its own expense, hold harmless and indemnify the Employer from any and all liability it may incur for complying with this Article.

2.3 Union Activities: Employees shall have the right to form, join and participate in the legal activities of the Union. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City because of or in the exercise of these rights.

2.4 Bulletin Board: The City shall provide a bulletin board in the Police station on which the Union may post notices to members concerning Union meetings and other Union business.

2.5 Union Representatives and Officers: The Union shall notify the City of the names of elected officers and shop stewards. With the approval of the Department Head, one officer and or steward may be allowed to utilize paid time to process and investigate grievances. Department Head approval will not be withheld unreasonably. If such a request is denied, the City will work with the officer to determine a mutually agreeable time. The Union shall have the

right to designate one representative of the Local to attend grievance meetings, investigatory meetings, arbitrations, Employment Relations Board Hearings, labor management meetings and contract negotiations on paid time so long as the activity is during the employee's regularly scheduled shift. Any Union member called by either party to be a witness at a grievance arbitration or ERB hearing will be on paid time. Whenever possible, all other Union business shall be conducted on off-duty hours. No overtime shall be paid to a Union representative for conducting Union business.

AFSCME Council Representatives or their designee shall be allowed access to the work site during work hours to the extent that their presence does not interfere with the operations of the Department.

### **ARTICLE 3: DISCIPLINE AND DISCHARGE**

3.1 Just Cause: No employee who has passed their probationary period shall be disciplined or discharged without just cause. Except in cases of egregious or serious misconduct, the principles of progressive discipline shall be applied. The stages of discipline shall be:

1. Written Reprimand
2. Suspension without pay, demotion
3. Termination

Counseling: Forms of evaluation or counseling are not discipline. These are less formal means of resolving issues related to daily operations or conflicts, such as oral warnings and work improvement plans. These forms of counseling may serve as evidence for future disciplines. Oral warnings reduced to written are not considered to be discipline and may not be protested through the grievance procedure. Counseling can be maintained in the supervisory file or evaluation files to be reviewed and purged every 2 years. They are not placed in the personnel file. Nothing in this Article shall be construed to prevent or prohibit the Police Chief or a superior officer from discussing operational matters informally with employees.

3.2 Discipline Appeals: Disciplinary actions other than termination are subject to the normal grievance procedures of Article 4. Discharge appeals may be advanced directly to Step 3 of the grievance procedure, Article 4. The Union shall send written notice to the City within 15 days of its intent to appeal a dismissal.

3.3 Method of Discipline: All steps in progressive discipline shall be conducted formally, in a private meeting with the employee having a right to representation. Employees shall receive prior written notification of the issues to be discussed. It is the City's responsibility

to inform the employee(s) of their right to Union representation. The Union will be provided copies of all disciplinary actions.

Employees will be entitled to a pre-termination hearing, with the right to representation, to present evidence, arguments, and witnesses in their defense. The City will strive to investigate and administer disciplinary actions in a timely manner.

3.4 Illustrative Misconduct for Discipline: The City may discipline or discharge employees based on the following examples of misconduct, but is not limited thereto:

- a. Violations of work rules, regulations and amendments thereto;
- b. Neglect of duty;
- c. Insubordination;
- d. Conviction of a crime;
- e. Abuse of sick leave;
- f. Falsification of reports, records or other documentation;
- g. Drinking of intoxicants or use of drugs while on duty or coming to work while under the influence of intoxicants and/or drugs;
- h. Theft;
- i. Negligent and/or willful damage to City property; and
- j. Possession of illegal drugs while on duty.

3.5 Due Process:

- a. The City will provide at least 48 hours written notice prior to any formal interview for investigation of an employee that may lead to discipline. This writing shall include a description of the policies or rules the employee is accused of violating and a summary of the alleged facts supporting the claim and notice of the right to Union representation. Union representation will not unreasonably delay investigatory interviews.

- b. An employee has the right to Union representation during any meeting pertaining to a possible disciplinary action. The employee and the Union shall be given a reasonable opportunity to discuss the allegations before being required to respond.
- c. Before discipline is imposed, the City will conduct a full and fair investigation. The employee is presumed innocent. If the City believes after such an investigation that an economic discipline may be appropriate, the City shall give the employee and the Union the opportunity to present mitigating or exculpatory evidence before the discipline is imposed. The City will provide at least 7 days written notice of this meeting. All such interviews and meetings shall occur during employee paid time.
- d. The employee shall not be deprived of any of the employee's constitutional or civil rights guaranteed by the federal and State Constitutions and Laws.
- e. The employee shall not be required to take or be subjected to any lie detector device as a condition of continued employment.
- f. Formal complaints or charges made to an employee which are not verified or sustained shall not be placed in the employee's personnel file or used in any subsequent performance evaluation. The City may retain these records for civil purposes.
- g. The employee shall be notified verbally or in writing of the outcome of a formal disciplinary investigation within fourteen (14) days after the completion of the investigation. Investigation includes any rebuttal meeting as provided by section c above.

3.6 Documentation of Discipline in Personnel and Working Files: Upon request of the employee, disciplinary documents, excluding suspensions greater than 5 days shall be removed from an employee's personnel and working file after three years from the date of the alleged misconduct. If similar misconduct occurs during that three year period, the City may keep the documents for an additional year. Suspensions greater than 5 days shall be removed from an employee's personnel and working file after 6 years from the date of the misconduct.

#### **ARTICLE 4: GRIEVANCE PROCEDURE**

4.1 Scope of the Grievance Procedure: The purpose of this Grievance Procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances.

Only matters involving the interpretation, application or enforcement of the express terms of this Agreement shall constitute a grievance.

4.2 Either the Union or the City may process grievances against each other to alleged violations and enforce the party's respective rights. City grievances shall enter the procedures at Step 3 and be subject to all applicable time limits, other provisions and to mediation/arbitration.

4.3 Steps:

**Step 1.** The aggrieved employee or Union representative shall discuss the grievance with his/her immediate Supervisor within fifteen (15) days of the date of the occurrence prompting the grievance or the date the employee or Union reasonably should have known of the occurrence. The immediate Supervisor shall attempt to adjust the matter and shall respond to the employee within five (5) working days.

**Step 2.** If the grievance is not resolved at Step 1, the aggrieved employee or Union representative shall submit a written grievance to the Supervisor within ten (10) working days following the Supervisor's oral response. The written grievance at this Step and all Steps thereafter, shall contain the following information:

- (1) A statement of the grievance and the facts upon which it is based;
- (2) The alleged violation of the Agreement;
- (3) The remedy or adjustment sought; and
- (4) The signature of the aggrieved employee or Union representative.

The Supervisor shall respond in writing to this grievance within five (5) working days of its receipt. The written response at this Step, and Management responses at all Steps thereafter, shall contain the following information:

- (1) An affirmation or denial of the facts upon which the grievance is based;
- (2) An analysis of the alleged violation of the Agreement;
- (3) The remedy or adjustment, if any, to be made; and
- (4) The signature of the appropriate Management representative.

**Step 3.** If the grievance is not resolved at Step 2, the aggrieved employee or representative shall submit the grievance to the City Manager within ten (10) working days following the Supervisor's written response. The City Manager shall respond in writing to this grievance within fifteen (15) working days of its receipt.

The requirement in Step 3 for written grievances and responses shall not preclude the Union and the appropriate Management representative from orally discussing and resolving the grievance.

Management grievances shall be submitted to the Union. Management grievances shall be submitted within ten (10) calendar days of the occurrence prompting the grievance.

**Step 3.5 Mediation.** In the event no agreement is reached in Step 3 and within fifteen (15) days of the City Manager response in Step 3, the parties may mutually agree to proceed under this mediation step. The parties shall mutually agree to an acceptable mediator. Costs for the mediator shall be shared. Mediation will have a cap of sixty (60) days from mutual appointment of the mediator. The parties must meet at least twice in the mediation process, unless otherwise agreed, and the parties agree to act in good faith to resolve the dispute. If the grievance remains unsettled after the sixty (60) days, either party may move to Step 4, Binding Arbitration. Request for arbitration by the moving party must be within the next 30 days following the end of the mediation period or the grievance ends. The parties may mutually agree to extend the sixty (60) days.

**Step 4.** If the grievance has not been resolved at Step 3 or 3.5, the Union or Management may refer the dispute to arbitration.

The parties may mutually agree upon an arbitrator. The association shall submit a written request to the Oregon Employment Relations Board for a list of seven (7) Oregon/Washington arbitrators. A copy of the Union's request shall be provided to the City's labor council. Upon receipt of the list, a coin flip shall occur to determine who will strike first, and strikes shall thereafter be alternated until only one name remains. The remaining name shall be the arbitrator.

4.4 The arbitrator shall not have power to add to, subtract from or modify the provision of this Agreement in arriving at a decision of the issue or issues presented; and shall confine his/her decision solely to the interpretation, application or enforcement of this Agreement. The arbiter shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. The decision of the arbiter shall be final and binding upon the aggrieved employee, Union or City.

4.5 Fees and Expenses: All fees and expenses of the arbitrator shall be borne by the losing party. If the arbitrator believes that neither party may be deemed the losing party, he or she may apportion the fees and expenses as appropriate under the particular situation. Fees incurred by one party in preparation or presentation of their case, such as attorneys or expert witness fees, shall be borne by that party exclusively.

Either party has the right to have a representative represent them at any Step of the Grievance Procedure.

Unless agreed otherwise, only one grievance will be heard at a time by an arbiter.

Any and all grievances not timely processed in the above stated manner shall be waived, provided the above time limits may be extended by written mutual agreement. In the event the parties dispute timeline issues of the grievance process, the arbiter will be limited to hear the timeliness arguments first, including any closing summation by the parties. The arbiter will then rule from the bench on the timeliness issue.

4.6 Expedited Arbitration: In termination appeals, the Union may advance the grievance directly to the City managers step (Step 3) within fifteen (15) days of receiving notice of the discharge. In addition, if the City and the Union agree, any other grievance may be advanced directly to the City managers step (Step 3).

#### ARTICLE 5: SENIORITY

5.1 Definition: For the purposes of this Agreement, Seniority shall be defined as the total length of service with the City in any position in the bargaining unit. If an employee is on leave without pay for more than sixty days, their seniority shall be adjusted by the total length of their absence. However, if the leave without pay is protected by law, including but not limited to leave under the Family and Medical Leave Act, the Oregon Family Leave Act, and the Uniformed Service Employment and Reemployment Rights Act, the leave time shall not be deducted from the employee's seniority.

5.2 Tie Breaker for Seniority: In the event of a tie in seniority between employees with equal City seniority, the tie shall be broken by the flip of a coin or other lottery selection. The lottery selection shall be conducted in the presence of a Union representative.

#### ARTICLE 6: LAYOFF AND RECALL

6.1 Layoff: The City may lay off employees for lack of funds, organizational changes, or a decline in workload that justifies a decline in the number of positions. When layoffs are required, the City shall first request volunteers. If no volunteers step forward, the City shall lay off employees in inverse order of seniority by classification. No regular employee shall be laid off in a classification when a temporary or probationary employee is performing the duties in that classification. The City is not precluded from reducing hours of a classification or employee as a form of layoff, subject to seniority obligations.

6.2 Notice: The City shall provide at least two weeks advance written notice of the proposed layoffs to the employees and the Union. A copy of the seniority list shall accompany this notice.

6.3 Recall: For up to 24 months from date of layoff, laid off employees shall be recalled in order of their seniority when it comes to newly opened or created positions in the bargaining unit for which they are qualified or if their previous position is reinstated. If the City has an open position within the bargaining unit that a laid off employee is qualified for, they shall notify the employee in writing of their reinstatement rights. This notice shall be sent to the employee's address or last known address by certified mail. If the employee does not respond within 10 days, the employee waives his/her right to be recalled to the position.

6.4 Waiver of Recall: If an employee refuses to accept recall under this procedure, they shall be deemed to have voluntarily resigned and shall forfeit their recall rights under this Article.

#### **ARTICLE 7: MANAGEMENT RIGHTS**

7.1 It is agreed that except as specifically modified by this Agreement, all of the rights, powers and authority the City had prior to the signing of this Agreement are retained by the City and remain the exclusive right of management without limitation.

7.2 The exercise of any management right not specifically modified by this Agreement or the Personnel Policy or the failure to exercise any such right does not prevent the management from exercising that right in a different manner in the future.

7.3 Examples: 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 all departments in which the employees in the bargaining unit are employed.
- b. To terminate, combine, or reorganize any department or function of the City for budgetary or any other reason.
- c. To determine the need for a reduction or an increase in the work force and implement any decision with regard thereto.

- d. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, types of equipment, uniforms, appearance, methods and procedures, except as specifically provided herein.
- e. To implement new, and to revise or discard wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
- f. To assign shifts, workdays, hours of work and work locations, except as specifically provided herein.
- g. To designate and to assign all work duties.
- h. To introduce new duties and to revise job classifications and duties within the unit.
- i. To determine the need for and the qualifications of new employees, transfers and promotions.
- j. To discipline, suspend, demote or discharge any employee.
- k. 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.

#### **ARTICLE 8: EQUAL EMPLOYMENT OPPORTUNITIES AND NON-DISCRIMINATION**

8.1 Equal Opportunity: The City and the Union agree to continue their practice of not discriminating against individuals due to race, color, national origin, sex, gender, sexual orientation, political affiliation, age, disability, marital status, religion, or Union activity.

8.2 Complaint Process: Complaints alleging discrimination based on any of these factors shall be submitted directly to the City Manager. A meeting with the City Manager, the Complainant and their Union representative shall be held within 30 days, and an investigation will be conducted to determine whether the complaint has merit. The investigation shall be concluded within sixty days of the initial filing. If the employee is not satisfied with the result, they shall have the option of filing a complaint with the Oregon Bureau of Labor and Industries or the appropriate agency. However, complaints concerning union discrimination may be submitted directly to the Oregon Employment Relations Board.

## **ARTICLE 9: EMPLOYMENT CONTRACTS AND RESIDENCY REQUIREMENTS**

The City may establish a rule requiring police officers to live in an area where they can respond to emergencies or calls within ten minutes. For Officers who are uncertified when hired, the City may enter into employment contracts concerning length of service and repayment of training costs with employees for a maximum period of three years. The form of this agreement shall be consistent for all employees during the life of the Contract, subject to the following provisions:

1. An employee cannot be required to repay more than \$25,000 in training costs.
2. An employee cannot be required to repay training costs if they are laid off by the City or if the employee fails their probationary period, unless failure of the probationary period is for misconduct or after probation, the employee is terminated for cause.
3. Employees who resign or separate from service before the three year period shall receive a pro rata credit for the amount of time served. For example, if an employee completed 12 months of the 36 month requirement, he or she would only repay one-third of the training costs.
4. The City shall meet with any departing employee and the Union to discuss a reasonable payment plan. However, the employee may not be required to pay back the entire amount in less than six months.

## **ARTICLE 10: UNIFORMS, PROTECTIVE CLOTHING, FIREARMS AND PERSONAL COMMUNICATION DEVICES**

10.1 Uniforms: The City shall furnish and maintain all uniforms required to be worn at no cost to the employee. Worn items will be replaced at the discretion of the Chief.

10.2 Protective Clothing: The City shall also furnish adequate protective clothing, including hats, hat covers, weather appropriate coats, gloves, Ballistic vests, safety glasses, latex gloves, hearing protection, and any other item reasonably necessary for employees to carry out their duties.

10.3 Boots: The City shall provide each employee \$250 every other year to purchase boots. The City may require that the employee provide a receipt for the purchase of the boots. Boots are for on-duty purposes.

10.4 Firearms: The City shall furnish and maintain firearms to those employees required to carry side arms in the performance of their duties. Appropriate cleaning kits shall be

available at no cost to officers. The City shall provide all duty and practice ammunition for these weapons for qualification training.

10.5 PCD: The City will agree to issue a cellular telephone to each Officer at the beginning of each shift. Employees may carry their own individually owned PCD while on duty subject to the following conditions:

- a. Carrying an individually owned personal communication device is optional.
- b. The device shall be purchased, used and maintained at the employee's expense.
- c. The on-duty use of personal PCD's will be restricted to essential communication unless the Officer is on break.
- d. While employees may use personally owned PCD's for personal business during authorized breaks such usage should be limited as much as practical to areas where the communication will not be seen or heard by members of the general public. Extended use of personal PCD's while on duty is prohibited and may be subject to discipline.

## ARTICLE 11: COMPENSATION

11.1 Base Salary: Effective upon execution, all members of the bargaining unit shall be compensated according to the salary schedule attached as Appendix A. Appendix A does not include any differential or other incentive pay; those adjustments are in addition to the base salary set forth in the Appendix. Current employees shall be placed at the steps specified in Appendix A. All new hired police officers will be hired at the entry level wage unless they are DPSST certified. An entry level uncertified officer who becomes certified will be immediately advanced to Step 1.

11.2 Step Increases: Employees, excluding entry level officers, are eligible for step increases up to the top of the scale upon successful yearly evaluation. Yearly evaluations are generally performed based on date of hire.

11.3 Cost of Living Adjustments:

Effective July 1, 2014, the salary scale will be increased by 2% across the board.

Effective July 1, 2015, the salary scale will be increased by 2.5% across the board.

11.4 DPSST Incentive: Employees with an intermediate DPSST certification shall receive \$150 per month additional compensation or employees with an advanced DPSST certification shall receive \$200 per month additional compensation. Intermediate and Advanced incentive pays are not cumulative.

11.5 Bilingual Differential: Employees who are bilingual and who demonstrate a street-level fluency in any language frequently used in the course of their duties shall receive an additional one hundred dollars (\$100) per month salary increase. The Chief of Police shall designate which employees are entitled to the premium with the understanding that all employees who meet the criteria shall be awarded the differential.

11.6 Work Out of Classification: An employee who is assigned to perform work above his or her classification for more than five days shall receive an additional five percent (5%) work out of classification compensation.

11.7 Mileage and Lodging: When an employee uses a personal vehicle in the performance of official duties, including training, attending court, and other activities related to the employee's job, they shall be compensated at the current IRS rate for business travel. When an employee is required to travel overnight, the City shall pay for all lodging costs for approved lodging. The City may furnish a credit card for lodging and meals or provide per diem advance payment.

11.8 Call Back Pay: An employee called to work outside of their regular shift shall be paid overtime for all hours actually worked, but shall receive at least a minimum 2 hours at the overtime rate. This shall include all notarizations and all court appearances that result from work as a Boardman Police Officer occurring outside of the employee's normal shift hours. Call back shall apply to situations where an employee is required to perform work activities, beyond de minimus matters, while at home or away from the office, but will not apply in cases of holdover and/or early reporting contiguous with the end and/or start of a regularly assigned shift.

11.9 FTO and Instructor's Differential: Employees who are certified to serve as Field Training Officers shall receive an additional \$200 per month incentive pay when assigned and performing the duties. The City may assign one Range Master on a yearly rotation and will pay the Range Master a monthly incentive of \$100, subject to maintaining valid certifications.

11.10 Canine Officers: If the City establishes a canine officer position, the City shall negotiate with the Union concerning additional compensation and resources for the additional duties.

11.11 DRE Incentive: Any employee certified as a drug recognition expert shall receive an additional \$50 per month in salary.

## ARTICLE 12: INSURANCE

12.1 Health Insurance: Effective January 1, 2011, the City shall provide the Blue Cross/Blue Shield Plan V-A PPP Rx4. The City will pay ninety percent (90%) of the premiums and the employee will pay the remaining ten percent (10%).

12.2 Dental Insurance: The City shall continue to provide dental insurance through ODS, Option II. The City will pay ninety percent (90%) of the premiums and the employee will pay the remaining ten percent (10%).

12.3 Vision Care: The City shall continue to provide vision care to employees through the VSP Eyecare Plan. The City will pay ninety percent (90%) of the premiums and the employee will pay the remaining ten percent (10%).

12.4 Life Insurance and AD&D Insurance: The City shall pay one hundred percent of the premiums for Standard Term Life Insurance and AD&D coverage, both with a \$10,000 benefit.

12.5 Supplemental Insurance: The City shall continue to make AFLAC supplemental insurance (ie: short term disability) available to employees at the employee's expense, as well as any other currently existing supplemental benefit programs.

12.6 Long Term Disability: City will provide Long Term Disability Coverage as provided by the carrier (CIS: 50% of salary up to \$3,000 monthly) subject to carrier eligibility requirements.

12.7 Life Flight Insurance: Effective May 1, 2011, the City will provide Life Flight Insurance for the employees of the Police Department.

## ARTICLE 13: RETIREMENT PLANS

13.1 PERS: The City shall continue to maintain the current retirement plan for employees the bargaining unit through the Public Employee Retirement System. The City shall make all employer contributions required as a result of their participation in PERS.

13.2 Deferred Compensation Plan: The City shall continue to make the deferred compensation plan available to employees through payroll deduction. Employees are responsible for any contributions.

13.3 Other Programs: The City shall continue to allow employees to participate in any other retirement or saving plans that are currently available.

#### ARTICLE 14: VACATIONS

14.1 Accrual: Each regular full-time employee who has completed the probationary period of service is entitled to vacation leave as follows:

<u>Years of Employment</u>	<u>Vacation Hours Earned</u>
0-5 years	8 hours per month
5-10 years	10 hours per month
10+ years	12 hours per month

14.2 Scheduling: Management is responsible for scheduling its employees' vacation without undue disruption of department operations. Leave requests shall be submitted by employees at least two (2) weeks prior to the vacation dates requested. Employees may be denied permission to take vacation if it would unduly disrupt operations. Vacation requests shall be addressed by management within ten (10) working days of the request. Requests for vacation time will not be unreasonably denied.

14.3 Maximum Leave Accrual: Employees are encouraged to use vacation time annually, upon approval from their department head. The maximum number of accrued vacation hours, at any time is 280 hours. In cases where City operations have made it impractical for an employee to use vacation time, the City Manager may authorize a two (2) month extension.

14.4 Return to Work: Employees who fail to return to work on the date specified on the leave request without receiving an extension in advance are subject to disciplinary action up to and including termination.

14.5 The City will make best efforts to avoid cancelling pre-approved vacation. In the event an employee is called to work and the vacation period is denied, the City may provide reimbursement for cancellation fees on a case-by-case basis.

## ARTICLE 15: SICK LEAVE

15.1 Accrual: Employees shall accrue eight hours of sick leave per month of service. Sick leave accrual shall be capped at 1440 hours for all employees hired before July 1, 2001. Employees hired after July 1, 2001, may accumulate only 960 hours of sick leave.

15.2 Utilization: Any employee can utilize sick leave when unable to perform work duties by reason of illness, injury, or disease to the employee or a member of the employee's immediate family. Immediate family shall include the employee's spouse or partner, or the child, foster child, brother, sister, mother, father, grandmother, grandfather, or grandchild of the employee or his or her spouse. If leave is protected under the FMLA or OFLA, the employer may designate paid leave to cover that period of absence if they so choose.

15.3 Physician's Certification: If an employee is absent for more than 3 consecutive work days, the City may require that the employee bring in certification from a physician concerning the employee's illness.

15.4 Worker's Compensation: All employees are covered for accidents or injuries on the job by worker's compensation insurance. When an employee is injured on the job and is receiving compensation from the insurance carrier, he or she may elect to utilize sick leave or other paid leave to cover the difference between the insurance payment and the employee's regular salary. Paid leave will only be charged in proportion with the difference between the employee's regular salary and the insurance payments (e.g., if worker's compensation pays 2/3 salary for a month, the employee may utilize 1/3 of a month's worth of paid leave to cover the difference.

15.5 Hardship Leave Donations: Will be handled per City policy.

## ARTICLE 16: OTHER LEAVE

Employees shall, except as otherwise provided, be granted a paid leave of absence in accordance with the following:

16.1 Service with a Jury: Time spent in service as a juror, within the County or Federal Court shall be considered time worked, in lieu of jury service fees that shall be paid to the City. During the time spent in jury service, the City and the employee may agree to a temporary schedule change to avoid having the employee work long hours in addition to his or her jury service.

16.2 Appearances before a court, legislative committee, or judicial body as a witness in response to a subpoena or other direction by proper authority for matters relating to the employee's officially assigned duties.

16.3 Taking part without pay in a search and rescue operation at the specific request of any law enforcement agency, the Administrator of the Board of Aeronautics, the United States Forest Service, or any local organization of civil defense, for a period of no more than five (5) working days, with prior approval of the Chief of Police.

16.4 Other authorized duties in connection with City business.

16.5 Paid Military Leave: An employee who has been employed for six (6) months or more, and who is a member of the National Guard or any reserve components of the armed forces of the United States, is entitled to a paid leave of absence from the employee's duties for a period not to exceed fifteen (15) calendar days in any federal fiscal year (October through September). This paid leave shall be considered time worked.

16.6 Upon approval by the City, employees may be granted paid time off for attendance at conferences, conventions, training or other meetings at City expense. In making the decision on whether to grant such paid time off, the City shall consider the value to the City of the employee's participation in the events.

16.7 Medical Leave: Employees may take any unpaid leave of absence for any purpose that is covered under the Oregon Family Leave Act ("OFLA") or Family and Medical Leave Act ("FMLA"). This leave of absence shall not be considered when calculating seniority. If an employee is ill and needs to take an unpaid leave of absence beyond the time allowed under State and Federal law, the City shall grant up to one year's leave of absence without pay unless the granting of such leave would cause a substantial hardship on the City.

16.8 Military Leave Without Pay: The City shall grant unpaid military leave in accordance with all applicable State and Federal laws.

## **ARTICLE 17: HOLIDAYS**

17.1 Holiday Pay for Police Officers (sworn): General holidays shall be considered as regular days worked and paid at straight time. In lieu of holidays off, each police officer shall receive eight hours of holiday credit per month. Holiday pay shall be considered time worked. All accrued but unused holiday time shall be paid in cash at the employee's regular straight time hourly rate with the employee's paycheck in June and the paycheck in December. Upon

termination, all accrued holiday time shall be paid in cash at the employee's regular straight time hourly rate.

17.2 Recognized City Holidays for Non-Sworn Employees: Non-sworn employees of the City shall receive the following paid days off if not required to work the day:

- a. New Year's Day on January 1;
- b. Martin Luther King, Jr.'s Birthday on the third Monday in January;
- c. President's Birthday on the third Monday in February;
- d. Memorial Day on the last Monday in May;
- e. Independence Day on July 4;
- f. Labor Day on the first Monday in September;
- g. Veterans' Day on November 11;
- h. Thanksgiving Day on the fourth Thursday in November;
- i. Christmas Eve on December 24, and
- j. Christmas Day on December 25;
- k. Every day appointed by the Governor of the State of Oregon as a State recognized holiday.

If a non-sworn employee is required to work any portion of a recognized holiday, he or she will be paid a total of two and a half times their regular rate of pay for all hours of any shift that begins or ends on the holiday. If any holiday listed above falls on the weekend, the employee must take paid holiday time on the Friday before or the Monday after the weekend in observance of the holiday. Holiday time is considered time worked.

## **ARTICLE 18: WORK SCHEDULES**

18.1 Work Schedules: Police officers may only be assigned to work one of the following three schedules, unless a written agreement is reached with the Union creating an

exception. The decision of which shift is in effect will be the decision of the Chief of Police. Work schedules will be posted a month ahead of implementation.

- a) In a two week period, three twelve hour shifts followed by four consecutive days off, then three more twelve hour shifts followed by one eight hour shift and three consecutive days off. This shift is subject to FLSA 7K exemption on a 14 day cycle.
- b) Four ten hour work days followed by three consecutive days off, subject to overtime limitations in Article 19.
- c) Five eight hour shifts, subject to overtime limitations in Article 19.

Non-sworn staff shall work either five consecutive shifts of eight hours or four consecutive shifts of ten hours. The City may not change these schedules without providing 14 calendar days' notice to the employees and the Union except for emergency situations. For the purpose of this Article, emergency does not include staffing shortages.

18.2 Shift and Days Off: The City will establish regular shifts and days off for employees by virtue of seniority. Employees will have the same start and stop times and the same days off, except in the case of emergent circumstances, subject to overtime limitations in Article 19. Employees must have supervisory approval if working beyond an assigned shift.

18.3 Workweek and Workday: The workweek will begin Sunday at 0600 and end the following Sunday at 0559. The workday is defined as the twenty-four hour period commencing with the employees regularly scheduled shift.

18.4 Time Trades: Employees may trade shifts of equal duration without incurring any overtime obligation on the part of the City. Such trades must be voluntary by the employees and approved in advance by the Chief of Police. The Chief may deny trades only when a compelling reason to do so exists. If one employee fails to meet their obligation under a time trade, and the other employee does not cover the shift, that employee will be charged with vacation or sick leave for the hours missed. If the employee has no accrued leave, they may be charged leave without pay. In situations where the inability to complete the trade is not for valid reasons, the City may take disciplinary action subject to the requirements of the just cause provisions of this Agreement. The use of time trades for normally scheduled shifts will not result in any overtime requirements for the City for those hours.

18.5 Meal and Rest Periods: Employees shall be provided with a paid meal period of not less than thirty minutes per work shift except in emergency situations. In addition, the employees shall receive at least one fifteen minute break for each four hours of their regularly scheduled shift.

## ARTICLE 19: OVERTIME

19.1 Overtime Rate: Employees who work overtime shall be compensated at one and one-half (1 ½) times their regular rate of pay for all hours of overtime worked. Overtime hours must be approved by a supervisor.

19.2 Overtime Definition: When under a 7K exemption schedule, an employee shall be compensated at the overtime rate whenever they work any time over 86 hours in a two week period if they are working three twelve hour shifts per week with an additional eight hour day in the second week. They shall also receive overtime pay if they work over 40 hours in a workweek for employees not on a 7k FLSA exemption. Vacation and sick leave taken by an employee shall be considered time worked.

19.3 Overtime Limit: No employee shall be required to work more than sixteen hours in a twenty-four hour period other than in emergency situations. If an employee works more than sixteen hours in a day, they shall be provided at least eight hours of rest before being required to return to work. The City shall provide paid administrative leave for any portion of the employee's regularly scheduled shift that falls during the eight hour rest period.

## ARTICLE 20: EDUCATION AND TRAINING OPPORTUNITIES

20.1 Training: Officers and staff shall attend staff meetings, training and educational seminars, and firearms qualifications on a regular basis. The City shall ensure that employees have access to all necessary training courses to maintain their appropriate certifications. Training may be held on duty or during off-duty hours. If mandatory training is scheduled on off-duty hours, employees will receive overtime pay for all hours spent training and traveling to and from training, or parties may mutually agree to schedule changes for training. If training is off site, employees will be given access to City vehicles and the City will purchase all fuel used during travel. The City shall solicit input on training issues from bargaining unit members.

20.2 Academy: Officers will be compensated for all hours spent in training at the Academy but not for off duty hours. The employee will be given a City vehicle to travel to and from the Academy. In addition, the City will purchase all necessary fuel for travel to and from the Academy eight times during the sixteen week training.

20.3 Mileage: If the employee is unable to utilize a City vehicle for travel, they shall be reimbursed for mileage at the established IRS rate in effect at the time of the travel.

20.4 Requests: All training requests shall be addressed by management within ten (10) working days.

### ARTICLE 21: OUTSIDE EMPLOYMENT

The City Manager, upon recommendation from the Chief of Police, may approve work outside City employment subject to the following conditions:

- A. There is no conflict of interest with the employee's City work;
- B. It in no way detracts from the efficiency of the employee's City work; and
- C. The extra work will always be performed if and only if there is no need for the employee to be performing City work.

Employees shall notify the City in advance prior to accepting outside employment. The Chief of Police or City Manager may revoke outside employment if it is determined that the work is interfering with the employee's obligations to the City.

### ARTICLE 22: PERSONNEL FILES

22.1 Location: The official personnel file for all bargaining unit members shall be maintained and kept on permanent file in a locked cabinet in City Hall. The Police Department may maintain a supervisor's file on employees, but the true and final record shall be the official personnel file.

22.2 Inspection and Copies: Upon request and with reasonable notice, the employee and the Union shall have the right to review and receive copies of the contents of the employee's personnel file. An employee can request up to one copy of this file per year at no cost.

22.3 Access: No information from an employee's personnel file shall be released to outside parties without the written authorization of the employee. The City will notify the employee and the Union in advance if the City intends to disclose employee records as part of a public records request and the employee will have a reasonable opportunity to object to the provision of such records. The Union, the employee's supervisors, clerical personnel and administrators of the City may have access to employee files.

22.4 Adverse Material: Any material that could reasonably be considered adverse must be presented to the employee and the Union prior to being placed in the employee's

personnel file. The document must contain the employee's signature, unless the employee refuses to sign. The employee's signature does not constitute agreement with the content of the document.

22.5 Commendations and Awards: The City shall keep copies of all commendations, awards or letters of appreciation in the employee's personnel file.

### **ARTICLE 23: SAFETY**

The City shall continue to comply with all applicable safety laws, regulations and policies. In addition, the City shall make all reasonable efforts to provide for a healthy and safe workplace. Proper safety equipment shall be provided at no cost to the employee. If there is a chance an employee has been exposed to a serious communicable disease in the course of performing his or her duties, the employee shall be provided immediate medical treatment and testing. Any time spent receiving such care or testing shall be paid time and the employee shall not be required to pay any associated costs.

### **ARTICLE 24: FITNESS FOR DUTY EVALUATIONS AND DRUG TESTING**

24.1 Fitness for Duty Evaluations: Employees will not be required to submit to any medical, psychological or other examinations to determine whether they are fit for duty unless there are reasonable grounds that would cause a reasonable person to doubt the employee's fitness for duty. Prior to an examination, the City shall provide the employee written notice of the basis for the employer's belief that the employee may not be fit for duty. This notice shall contain a summary of all information and evidence relied upon by the City. The City shall pay all costs associated with obtaining such tests and the testing shall be done on paid time.

This section does not apply to the City requiring a medical provider release or return to work resulting from the use of ADA, Workers' Comp, or other protected leaves.

#### 24.2 Drug Testing:

A. Use of unlawful controlled substance off duty: Employees will not be required to submit to any drug testing unless there are reasonable grounds an employee engages in the use of unlawful controlled substances. Prior to an examination, the City shall provide the employee written notice of the basis for the employer's belief that the employee may engage in the use of unlawful controlled substances. This notice shall contain a summary of all information and evidence relied upon by the City. Before requiring an employee to submit to drug testing, the employee shall be

given an opportunity to obtain Union representation if it will not cause an undue delay in performing the testing. The City shall pay all costs associated with the tests and the employee shall be on paid time while the tests are conducted.

- B. Use or influence of controlled substances while on duty: If the employer has reasonable suspicion of the use or influence of controlled substances by an employee while on duty, the employer may further evaluate the employee and obtain a urine test using standard training procedures. Employees testing any level of controlled substances while on duty are subject to disciplinary sanction, up to and including termination. The employer will provide a report including the basis of the reasonable suspicion and the results of the urinalysis as part of any disciplinary action. Before requiring an employee to submit to drug testing, the employee shall be given an opportunity to obtain Union representation if it will not cause an undue delay in performing the testing. The City shall pay all costs associated with the tests and the employee shall be on paid time while the tests are conducted.

Employees under the care of medical provider and using prescribed medications that may have an adverse effect or influence on the employee while on duty will advise a supervisor or the Chief of Police in advance.

24.3 Alcohol Testing: If the employer has reasonable suspicion of the use or influence of alcohol by an employee on duty, the employer may further evaluate the employee and obtain a breath test (BAC) using standard training procedures. If an employee's BAC testing results in any level of BAC while on duty, the employee may be subject to disciplinary sanction, up to and including termination. The employer will provide a report including the basis of the reasonable suspicion and the results of the BAC as part of any disciplinary action.

## ARTICLE 25: GENERAL PROVISIONS

25.1 Mid-Term Changes: If the City wishes to make any changes that involve mandatory subjects of bargaining, or create an impact that involves mandatory subjects of bargaining, the City shall give appropriate notice to the Union and bargain the changes in accordance with their obligation under PECBA.

25.2 Labor Management Meetings: The Union or the City may request joint labor management meetings once every three months or as agreed to by the parties. The purpose of these meetings is to be proactive in dealing with workplace issues and to ensure a collaborative

relationship between the City and the Union. One representative from the Local Union may attend these meetings on paid time.

25.3 Personal Property: Use of personal property on duty must be approved by the Chief. If an employee's personal property is damaged in the line of duty, other than due to the employee's negligence, the City shall reimburse the employee up to \$200 per incident for the damage to the property. The employee shall first attempt to recover the damages from a third party if such a right exists.

25.4 Liability Indemnification: The City shall indemnify and defend employees of the Police Department against claims and judgments incurred in or arising from the lawful performance of their duties.

25.5 Take Home Vehicles: At the discretion of the City, the City may provide take home vehicles to employees during the life of the Contract.

25.6 Contracting Out: The City agrees not to contract out any services performed by the bargaining unit without providing at least sixty days notice and fully bargaining the impacts of the decision to contract out the work with the Union.

## **ARTICLE 26: PROBATIONARY PERIOD**

The probationary period for all officers and other members of the bargaining unit shall be 18 months. This probationary period may be extended only if a police officer does not obtain his or her DPSST certification within the first year of employment. Probationary employees shall enjoy all of the rights and privileges contained in this Agreement unless specifically excluded. However, probationary employees may be terminated without cause given and/or shown and without any recourse under the provisions of this agreement.

Employees hired as lateral, meaning already Oregon certified and having at least 5 years Oregon law enforcement experience, shall serve a 12-month probationary period, or less at the discretion of the Chief of Police.

## **ARTICLE 27: SAVINGS CLAUSE**

If any provision of this Agreement shall be found to be invalid by any court having jurisdiction in respect, thereof, such findings as to such provision shall not affect the remainder of this Agreement, and all other terms and provisions hereof shall continue in full force and

effect as set forth herein. In such event, the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such term or provision.

#### **ARTICLE 28: DURATION OF AGREEMENT**

This Agreement shall be in effect from the last date of the signing of the Agreement until December 31, 2015. It shall be automatically renewed from year to year after that unless either party gives notice to the other of their intent to reopen the Agreement for negotiations within 120 days before the expiration date. Bargaining shall begin within thirty days of the provision of such notice, or as mutually agreed.

**SIGNATURE PAGE**

Signed this \_\_\_ day of \_\_\_\_\_, 2014, in Boardman, Oregon.

FOR THE CITY OF BOARDMAN

FOR THE AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES

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Karen Pettigrew  
City Manager

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Ralph "Butch" Parrish  
Local Union Representative

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Sandy Toms, Mayor  
City of Boardman

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Seth Moore  
AFSCME Council 75  
Staff Representative

**APPENDIX A: SALARY RATES**

**Police Officer (Excluding Differentials and Incentive Pay)**

**Effective through June 30, 2014**

	Uncertified	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Monthly	3,328	3,513	3,671	3,836	4,009	4,189	4,378	4,575	4,781
Annually	39,936	42,156	44,052	46,032	48,108	50,268	52,536	54,900	57,372

**Effective July 1, 2014**

	Uncertified	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Monthly	3,395	3,583	3,744	3,913	4,089	4,273	4,466	4,667	4,877
Annually	40,740	42,996	44,928	46,956	49,068	51,276	53,592	56,004	58,524

**Effective July 1, 2015**

	Uncertified	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Monthly	3,480	3,673	3,838	4,011	4,191	4,380	4,578	4,784	4,999
Annually	41,760	44,076	46,056	48,132	50,292	52,560	54,936	57,408	59,988

*\*Wage scale based on annualized average salary of 2080-hour yearly schedule.*

(Each step is approximately 4.5% higher than the previous step).

Butch Parrish is at Step 7 on the police officer scale above. In the event that the City hires an additional Records Manager, or Mr. Parrish retires, the City and the Union will negotiate the new salary for the position.

**Police Records Manager (Excluding Differentials and Incentive Pay)**

**Effective through June 30, 2014**

	Step 1	Step 2
Monthly	3,700	3,870
Annually	44,400	46,440

**Effective July 1, 2014**

	Step 1	Step 2
Monthly	3,774	3,947
Annually	45,288	47,364

**Effective July 1, 2015**

	Step 1	Step 2
Monthly	3,868	4,046
Annually	46,416	48,552