

AGREEMENT

Between

THE CITY OF KLAMATH FALLS, OREGON

and

TEAMSTERS LOCAL UNION NO. 223

July 1, 2015 - June 30, 2018

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PREAMBLE

This Agreement is entered into by the City of Klamath Falls, Oregon, hereinafter referred to as the "City" and Teamsters Local Union No. 223 hereinafter referred to as the "Union."

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits and other matters pertaining to employment.

ARTICLE 1 - RECOGNITION

1.1 Recognition

The City recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours, and other conditions of employment for all employees covered by this Agreement.

1.2 Scope of the Bargaining Unit

The Bargaining Unit covered by this Agreement consists of all regular full-time and part-time employees whose classification is listed in Appendix "A" of this Agreement and as well as such classifications as may be added to the unit hereafter by the City.

ARTICLE 2 - UNION SECURITY

2.1 Check-off

Any employee who is a member of the Union or who has applied for membership shall sign and deliver to the Union, who shall forward to the City, an original assignment authorizing deductions of membership dues and initiation fees in the Union. Such authorization shall continue in effect from year to year unless revoked or changed in writing by the employee. Pursuant to each authorization, the City shall deduct such dues and initiation fees from the first salary check of said employee each month. The amounts deducted shall be transmitted within twenty (20) days to the Union.

2.2 Fair Share

Employees who are not members of the Union shall make payments in lieu of dues to the Union. Such payments shall be in the same amount as provided for regular Union dues, initiation fees and assessments. This Section shall be referred to as the fair share agreement. The City shall deduct from the first salary check of said employee each month the payments in lieu of dues and shall remit the same to the Union twenty (20) days after the deduction is made.

2.3 Religious Objection

Any employee who is a member of a church or a religious body having bona fide religious tenets or teachings which prohibit an association with a labor organization or the payment of dues or payment in lieu of dues to a labor organization shall pay an amount of money equivalent to regular Union dues, initiation fees and assessments to a non-religious charity or to another charitable organization mutually agreed upon by the affected employee and the Union. The City shall deduct from the first salary check of the month of each such employee the payment to such charitable organization and shall remit the same to the charitable organization within twenty (20) days after the deduction is made. The City shall supply proof to the Union each month that this has been done.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 Management Rights.

The City retains all of the customary, usual and exclusive rights, decision making, prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the City or any part of it. The rights of the employees in the bargaining unit in the Union are limited to those specifically set forth in this Agreement and the City retains all prerogatives, functions and rights not specifically limited by the terms of this Agreement.

The Union recognizes the right of the City 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 and job classifications, the assignment of on-the-job training, cross-training in other classifications and the requirement that such employees attend training programs on their off-duty time, for which they will be compensated in accordance with Article 10, Section 4 of this Agreement.

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 of the bargaining unit are employed in 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 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 increase in the work force in the implementation of any decision with regard thereto.
- d. To establish, revise and implement standards of hiring, classifications, promotions, 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, materials, equipment, facilities and standards.
- f. To assign and distribute work.
- g. To contract or subcontract work as determined by the City, provided that as to work covered by the bargaining unit, City agrees to afford an opportunity to negotiate with the Union as to the effect of such action on wages and condition of employment in the bargaining unit before finalizing or implementing any decision concerning such subcontract.
- h. To assign and change with appropriate notice shifts, workdays, hours of work and work locations.
- i. To determine the need for and the qualifications of new employees, transferees and promotions.
- j. To introduce new duties and to revise job classifications and duties within the Union.
- k. To determine the need for and the qualifications of the new employees, transferees and promotions.
- l. To discipline, suspend, revoke or discharge an employee so long that such action is not arbitrary, in bad faith or without just cause.
- m. To determine the need for additional educational courses, training programs, on-the-job training, and cross-training and assign employees to such duties for period to be determined by the City.
- n. Nothing herein shall be construed as contrary to the provisions of the Revised Charter of 1972.

Any items specifically covered by this Agreement are closed to further bargaining until the expiration of the Contract unless mutually agreed by the parties in writing.

ARTICLE 4 - STRIKES AND LOCKOUTS

4.1 No Strikes

It is agreed there shall be no strikes, walkouts or other concerted refusal to perform work in accordance with State Law.

4.2 No Lockouts

It is agreed there will be no lockout of employees covered by this Agreement.

ARTICLE 5 - HOLIDAYS

5.1 Holidays

In lieu of specific holidays, an employee shall be assigned ninety-six (96) hours holiday time on July 1, of each year. This is representative of New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day-July 4th, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas which are the normal City holidays, and a Floating Holiday. The employee may elect to use these days as time off throughout the year at a time mutually agreeable to the Chief of Police or his/her designee and the employee. If an employee leaves City service during the year, he/she may only use eight (8) hours for each calendar month of employment. An employee hired before July 1, 2011, may cash out at straight time up to one-half (½) of his holiday hours on November 30 and any holiday hours remaining on June 30, shall be paid at straight time in the June paycheck, except for the Floating Holiday which must be taken as time off during the fiscal year. Non-sworn employees hired after July 1, 2011, shall not be eligible for cash-out of any holiday hours.

5.2 Scheduling

For sworn personnel, holidays shall be scheduled on a first come first served basis. When conflicts occur, seniority shall prevail so long as the senior employee schedules his/her day off thirty (30) days prior to the actual day. Holidays scheduled during the thirty (30) day period shall be on a first come first served basis and shall not be subject to seniority.

5.3 Declared Holidays

All holidays shall be granted by the City to the employees in the bargaining unit that have been declared by the President of the United States, the Governor of Oregon, or the Mayor or City Manager of Klamath Falls.

ARTICLE 6 - VACATIONS

6.1 Accrual Rates

Each full-time employee shall accrue vacation leave with pay on the following basis:

- a. 0-3 years consecutive service - eight (8) hours of vacation for each month worked.
- b. 3-5 years consecutive service - ten (10) hours of vacation for each month worked.
- c. 5-10 years consecutive service - twelve (12) hours of vacation for each month worked.
- d. 10-15 years consecutive service - fourteen (14) hours of vacation for each month worked.
- e. 15 years consecutive service - sixteen (16) hours of vacation for each month worked.
- f. 20+ years consecutive service - twenty (20) hours of vacation for each month worked.

Employees hired after July 1, 2011, shall not be eligible for bracket (f) above, i.e. their vacation accrual rate shall not exceed sixteen (16) hour of vacation for each month worked.

6.2 Continuous Service

Continuous service for the purpose of accumulating vacation leave credit shall be service unbroken by separation from the City, except that the time spent by an employee on military leave, Peace Corps duty, sick leave resulting from an injury incurred in the course of employment and authorized education or law enforcement training leave, shall be included as continuous service. Time spent on other types of authorized leave will not be counted as part of continuous service, provided that employees returning from such leave and employees on layoff status shall be entitled to credit for service prior to the leave or layoff.

6.3 Utilization

Vacation is eligible to be used after 6 months of service with the City or at the discretion of the Chief or his/her designee. An employee shall utilize accrued vacation credit within one (1) year of accrual. An employee who is about to lose vacation credit because of accrual limitations may, by notifying his/her supervisor five (5) days in advance, absent himself/herself to prevent loss of vacation time. The Chief of Police shall establish a procedure to notify an employee sixty (60) days in advance of impending loss of accrued vacation time. Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay. Vacation leave shall not accrue during a leave of absence without pay or an educational leave with pay in excess of fifteen (15) calendar days. No payment shall be made for vacation time lost by an employee because of accrual limitations unless the failure to take a vacation is caused by the City's or the Chief of Police's insistence that the employee be at work during a scheduled vacation period.

6.4 Scheduling

Employees shall have the right to request 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 arrange scheduling. Employees shall be permitted to request vacation either on a split or an entire basis. Vacation time shall be selected on the basis of seniority provided, however, that each employee shall be permitted to exercise his/her right of seniority once each calendar year. At that time, employees may request up to four weeks of vacation leave, to be taken in not more than three separate periods. There will be no more than one annually scheduled vacation absence from a work group at one time. For purposes of the annual vacation selection only, the work groups are: the four patrol teams (A, B, C, or D individually and separately) the detective unit and the School Resource Officer (s) are not included.

The vacation bidding will be completed by November 30th and approved vacations shall be posted within fourteen (14) days. Vacations shall be considered to include attached regular days off. Subsequent requests for non-seniority vacation leave shall be considered on a first-come, first-served basis.

6.5 Discharge

In the event of death or discharge of an employee during the initial six (6) months of his/her 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 over six (6) consecutive months and is otherwise entitled to vacation credits, the employee shall be entitled to payment for accrued vacation leave. In the event of death, earned but not used vacation leave shall be paid in the same manner as salary due the deceased person.

ARTICLE 7 - HOURS OF WORK

7.1 Workweek

The workweek shall consist of a seven (7) day work schedule with five (5) consecutive eight (8) hour days with two (2) days off; four (4) consecutive ten (10) hour days, with three (3) days off; or a twelve (12) hour work schedule as defined below. The seven (7) day work schedule for those employees not working the twelve (12) –hour schedule will begin at the start of the employee’s first day of work and end one hundred sixty-eight (168) hours later.

A police officer assigned patrol duties will follow a normal work cycle of fourteen (14), twelve (12) hour work shifts in a twenty-eight (28) day period. The twenty-eight (28) day work cycle will begin at the start of the officer’s first day of work following his/her regularly scheduled days off and end 672 hours later. The work week will normally consist of three (3) consecutive twelve (12) hour days followed by four (4) days off, then four (4) consecutive twelve (12) hour shifts with three (3) days off or three (consecutive twelve (12) hour shifts followed by three (3) days off, then four (4) consecutive twelve (12) hour shifts followed by four (4) consecutive days off. However, it is understood that during the twenty-eight (28) day work cycle employees will select by seniority, eight (8) hours, in a minimum of four (4) hour blocks, to be taken off, so as to be scheduled to work 160 hours in the twenty-eight (28) day work cycle. Employees failing to select the eight (8) hours off will be scheduled by the City to take off eight (8) hours in a minimum of four (4) hour blocks.

For the purpose of implementing shift changes for sworn police officers as allowed in this Agreement and under Section 7(k) of the FLSA, the City shall have the ability to schedule employees to eighty (80) hours of work, or eighty-four (84) hours for those employees working the twelve (12)-hour schedule, within a two (2) week period without incurring overtime. The two (2) week period shall be described as starting the first scheduled work day following the employee’s regularly-scheduled days off and ending fourteen (14) days later. Any hours over eighty (80), or eighty-four (84) for those employees working a twelve (12)-hour schedule, in that two (2) week period would be compensated as overtime.

The work week and days off may be modified by the City to accommodate voluntary training assignments without incurring an overtime obligation.

7.2 Hours

The workday for employees shall consist of eight (8), ten (10), or twelve (12) hours of work within a twenty-four (24) hour period including rest periods, briefing and training periods, but excluding the meal period except for police personnel that are on an ‘on-call’ or ‘call back’ status. (i.e., the twenty-four (24) hour period will begin at the start of the employee’s workday and end twenty-four hours later.)

7.3 Work Schedules

The work shifts shall be consistent with those prevailing on the effective date of this Agreement. All employees shall be scheduled to work on a regular work shift and each shift shall have a regular starting and quitting time. Work schedules showing the employee’s shifts, workdays and hours shall be posted seven (7) days prior to the effective date of the change, except in cases where an emergency exists.

Sworn personnel shall bid for shift schedules by seniority. Seniority for shift selection shall apply based on personnel requirements of the Department as determined by the Chief of Police or his/her designee pursuant to Article 3 of this agreement. Assignments will be made as close as possible to the choices. However, the Chief of Police or his/her designee may assign officers at his/her discretion so as to maintain a proper balance of experience and abilities. No shift selection shall be denied except for a bona fide reason regarding personnel requirements.

Employees assigned to patrol shall be required to select shifts on an annual basis for two (2) six (6) month periods. A blank schedule shall be posted September 1st each year along with a seniority list. Each employee, by seniority, shall submit his/her selections in order of preference for shifts, and each employee shall be required to bid so that he/she does not work more than twelve (12) consecutive months on either a day or night shift.

If an employee is unable, due to the bids of more senior employees, to select a shift that complies with the twelve (12) month limitation during the annual bid, the least-senior employee who selected prior to the affected employee will be required to alter his/her bid, while still complying with the same requirement, to enable the affected employee to comply. This “bidding-up” will be accomplished without altering the selections of the same employee more than once.

Detectives, School Resource Officers, and Sergeants and Corporals, not assigned to patrol duties, shall normally work day shift with weekends and holidays off, with some flexibility possible due to call outs, relief assignments, etc.

The shift selection sign up (final schedule) shall be completed by September 30th and posted no later than October 15th.

7.4 Rest Periods

A rest period of fifteen (15) minutes shall be permitted for all employees during each half (½) shift, which shall be scheduled in accordance with the operating requirements of each officer's duties, and shall be considered on-duty time. Employees working a twelve (12) hour schedule shall receive an additional fifteen (15) minute rest period.

7.5 Meal Periods

All employees shall be granted a meal period during each work shift to the extent consistent with operating requirements of the Police Department. Each meal period shall be scheduled as near as possible in the middle of the work shift. Sworn employees shall receive a forty-five (45) minute paid meal period and unsworn employees shall receive a sixty (60) minute unpaid meal period.

7.6 Overtime

Employees shall be compensated at the rate of one and one-half (1½) times the regular rate for overtime work under the following conditions, but in no event shall such compensation be received twice for the same hours.

- a. All assigned work in excess of a regularly scheduled shift (8, 10, or 12 hours).
- b. All assigned work in excess of forty (40) hours in any one (1) workweek except for police officers working a twelve (12) hour work schedule.
- c. All assigned work outside their scheduled work week for police officers working a twelve (12) hour work schedule.
- d. Overtime shall be computed to the nearest quarter-hour.

7.7 Callback Time

Any employee called to work outside his/her regular shift or ordered to stand by shall be compensated for a minimum of three (3) hours at the rate of time and one-half (1½). Any employee called to work or ordered to stand by on his/her regularly scheduled day off shall be compensated for a minimum of four (4) hours at the rate of time and one-half (1½). If any employee is released during the four (4) hours and requested to return within those four (4) hours he/she will only be compensated for the minimum four (4) hours as defined above. Time annexed directly before or after a scheduled shift shall not be considered callback and shall be compensated as described in Section 7.6.

7.8 On-Call Compensation for Detectives

Police officers assigned as Detectives may be assigned to be on-call on a weekly basis. On-call Detectives shall carry a cellular phone after work hours and be available for contact. On-call Detectives shall remain alcohol-free and be able to respond to the police department within thirty (30) minutes after being called. Detectives, with the approval of the Detective Sergeant, may trade on-call assignments. Any Detective required to take medication that may affect driving and/or judgment shall advise the Detective Sergeant in order to be relieved of an on-call duty.

A Detective shall receive eight (8) hours of compensation at his/her regular rate of pay for each week of on-call duty as described above.

7.9 Shift Trades

Non-probationary employees may agree, in writing, solely at their option and with the approval of the City, to substitute for one another during scheduled work hours in performance of work in the same capacity. The city shall have no obligation to keep a record of the hours of substitute work nor ensure that the trade is reciprocated. The hours shall be excluded by the City in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime, unless the time worked would have been compensated at the overtime rate if the shift had not been traded. Each employee will be credited as if that employee worked his normal work schedule for that shift.

ARTICLE 8 - SICK LEAVE

8.1 Accumulation

Following thirty (30) days' continuous full-time employment, sick leave shall be earned for the purposes stated herein by each full-time employee 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 sixty (960) hours and must be taken for the purposes specified in Section 8.2 hereof as a condition precedent to any sick leave payment. Sick leave shall not accrue during any period of leave of absence or layoff.

8.2 Utilization for Illness or Injury

Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of illness or injury. In such event, the employee shall make all reasonable efforts to contact via phone call, their immediate supervisor, (or in their immediate supervisor's absence, the on shift supervisor, Lieutenant, or Chief of Police) of absence due to illness or injury, the nature and expected length thereof, as soon as possible and in no event later than sixty (60) minutes prior to his/her first regular work shift unless unable to do so because of serious injury or illness. 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 designee for work absences of over 24 hours prior to payment of any sick leave benefits.

8.3 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. All leave will be considered for FMLA/OLFA calculations as described in the City's policy manual. The City may require that the employee submit a certificate from a physician periodically during the period of such disability.

8.4 Funeral Leave

Using regular sick leave, an employee may be granted not more than five (5) days funeral leave with regular salary in the event of death in the immediate family of the employee. An employee's immediate family shall include spouse, parent, children, brother, sister, mother-in-law, father-in-law, grandchildren, and grandparents.

8.5 Utilization for Illness or Injury and Allocation upon Retirement

Sick leave is provided by the City in the nature of insurance against loss of income due to illness or injury provided herein. Compensation for accrued sick leave shall be paid as provided under Section 8.8.

Upon retirement from the bargaining unit under the Public Employee Retirement System, accrued but unused sick leave shall be applied pursuant to the applicable statute and PERS regulation in the computations of such employee's retirement benefits under PERS.

8.6 Family Sick Leave

Employees shall be entitled to utilize accumulated sick leave in accordance with state and federal family medical leave laws. All leave will be considered for FMLA/OLFA calculations as described in the City's policy manual.

8.7 Integration with Workers' Compensation

When an injury occurs in the course of employment no sick leave shall be charged against an employee's accrued sick leave. The City shall pay employee's regular salary for all such injuries that require an absence of three (3) days or less. In the event any injury requires an absence of more than three (3) days, the employee shall receive payment in lieu of salary from the City's insurer in accordance with the Worker's Compensation Laws. During this period, the employee shall accrue all other rights and benefits as if he/she were working. Temporary light-duty employment shall be provided to an employee who has been authorized by his/her physician and the employee shall return to such light-duty employment.

If an employee is injured on the job and his/her workers' compensation claim is accepted, the employee may request that the City pay the employee the difference between time loss wages received under workers' compensation and his/her regular salary rate.

The dollar value paid by the City will be converted to the employee's hourly wage rate and charged on an hourly basis against the employee's accrued leave. Wages paid by the City for a leave period covered by workers' compensation will be paid first from accrued sick leave. Upon exhaustion of the employee's sick leave, the employee may choose to use his/her vacation or compensatory leave. Upon exhaustion of the employee's sick leave, vacation leave or compensatory time, the City's supplemental payments will stop.

If an employee has received accrued leave from the City while waiting for a time loss payment, then he/she must reimburse the City any pay overages.

If the employee does not request leave use, then it will be assumed that the employee does not want to use his/her leave accruals, and no accruals will be paid.

If the workers' compensation claim is denied, all future use of accrued leave for the time loss event will revert to the leave policies as written in this contract.

8.8 Sick Leave Payment

In the event of any employee's death, after five (5) years of employment, the employee's beneficiary shall receive fifty percent (50%) cash value of all accrued sick leave. All lump sum payments or credits for accumulated sick leave in these instances will be calculated at the employee's current wage rate.

If an employee resigns, is laid off, or retires in good standing (without disciplinary action pending) or his/her recall rights expire, he/she shall be paid a percentage of his/her accumulated sick time at the following rates:

0 - 5	years	12.5%
6	years	15.0%
7	years	17.5%
8	years	20.0%
9	years	22.5%
10+	years	25.0%

If an employee retires he may, at his option, have the City convert thirty percent (30%) of his sick leave accrual and have the City place that sum into a special insurance premium account. At the time of the conversion, the employee will designate how much per month will be credited towards their insurance premium (COBRA) until the funds are depleted.

For employees hired after July 1, 2011 all sick leave accrued is not subject to payout upon separation from the City except in the case of the employees death as agreed above.

8.9 Vacation and Compensatory Time Donation

The purpose of donated leave is to assist any eligible employees with additional leave through the donations of eligible co-workers. All full-time regular employees are eligible to request or donate vacation time in cases deemed as "hardship" by the Human Resources Department. All donations will be kept confidential and donors will remain anonymous. In order to qualify for a leave donation, an employee must meet the eligibility requirements of the Family Medical Leave Act and/or the Oregon Family Leave Act. Employees will be allowed to donate either vacation time or compensatory time under the rules and regulations of the City's Employee Handbook.

ARTICLE 9 - OTHER LEAVES OF ABSENCE

9.1 Criteria and Procedure

Leaves of absence without pay not to exceed ninety (90) calendar days may be granted upon reestablishment of reasonable justification therefore 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. All accruals such as vacation and sick leave will be halted during such leaves of absence, and an employee's "continuous service date" shall be adjusted accordingly. Such leaves will not be approved for an employee for the purpose of accepting employment outside the services of the City.

9.2 Jury Duty

Employees shall be granted leave with pay for jury duty, but the employee shall be remitted to the City any amount received for jury duty fees, excluding mileage and meal allowances. And mileage and/or meal allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.

9.3 Appearances

Leave with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena, or other direction by proper authority, provided they are being called to testify in relationship to their duties. Any subpoena fees shall be turned over to the City. An employee being called to testify in matters not specifically relating to job duties shall do so as leave without pay or use other accumulated personal time.

9.4 Educational Leave

After completing the probationary period, a full-time employee upon written request may be granted a leave of absence without pay by the Chief of Police for the purpose of upgrading his/her professional ability through enrollment in educational courses related to his/her employment at an accredited school. The period of such leave of absence shall not exceed one (1) year, but may be renewed or extended upon request of the employee and approval by the Chief of Police. One (1) year leaves of absence with requested extensions for education purposes may not be provided more than once in any three (3) year period.

Employees may also be granted time off with pay for education purposes for reasonable lengths of time to attend conferences, seminars, briefing sessions, training programs and other programs of a similar nature that are intended to improve or upgrade the employee's skill and professional ability as related to their current job duties when ordered by the Chief of Police.

9.5 Military Leave with Absence

Military leave shall be granted as required by Oregon and Federal Statutes. Employees may use accrued vacation, holiday or compensatory time for official military leave in excess of the employer-paid time provided by statute. The City shall continue to pay their contribution towards an employee's insurance premiums under COBRA, at the employee's option, when the employee is called back to active duty.

ARTICLE 10 - COMPENSATION

10.1 Salary Schedule

Employees shall be compensated in accordance with the salary schedule attached to this Agreement as Exhibit "A" and which is hereby incorporated into and made a part of this Agreement. When any position not listed on the salary schedule but within the bargaining unit is established, the City shall designate a job classification and pay rate for the position. The Union shall be notified and the pay rate established by the City shall be considered tentative until the Union has been afforded an opportunity to meet and discuss the matter. If the Union does not agree that a classification or rate is proper, the Union may submit the issue as a grievance according to the grievance procedure. The Police Chief may advance a new employee that has completed his/her probationary period on the salary schedule based on his/her current performance and prior years of service in the law enforcement field.

Initial placement on the salary schedule shall be determined by experience and certification. An employee with no experience and no certification shall start at Step A. Thereafter, an employee shall advance to Step B upon completion of probationary status and DPSST certification. Thereafter, an employee shall advance one (1) step per year until he/she reaches Step E, provided the employee has received a Satisfactory or higher performance review for the year just completed. Employees denied a step increase due to a performance review shall be re-evaluated after one hundred twenty (120) days and, if the remedial performance review results in at least a Satisfactory rating, he/she will then advance to the next step on the salary schedule.

If a newly hired and experienced employee is placed above Step A, but fails to obtain DPSST certification within the specified time, he/she shall revert to Step A. After achieving proper placement, such employee shall proceed to Step E on an annual basis from the date of certification.

An employee promoted to a higher classification shall be placed on the salary schedule at the step that is closest to the employee's previous step that also provides at least a five percent (5%) increase from the employee's previous step. The date of the promotion will become the employee's anniversary date for the purposes of additional step increases.

10.2 Pay Periods

Employees shall be paid on a monthly basis with an optional draw day on the fifteenth (15th) of each month.

10.3 Incentive Pay

Employees covered by this Agreement may exercise any of the following incentives to a maximum of twelve percent (12%) for education and certification and a maximum of five percent (5%) for physical fitness. All incentive pay shall be figured from an employee's base rate of pay.

- a. Certification by Department of Public Safety and Standards Training:

Intermediate Certificate - 3%

Advanced Certificate - 6%

Total - 6%

b. Education:

College credit toward bachelor's degree. One percent (1%) for each eighteen (18) quarter hours of college credit up to one hundred sixty-two (162) credits, equal nine percent (9%) base pay maximum one percent (1%) bachelor's degree. Total - 10%. To apply, all credits claimed towards this incentive must be accepted by the institution the employee is currently attending. For those working towards a degree or for those who have already obtained their degree, a transcript from the educational institution shall be required.

Employees hired on or after July 1, 2008, or employees enrolling in the educational incentive program after such date shall receive an educational incentive as follows:

Associates Degree – 3%
Bachelor's Degree – 6%
Total - 6%

Employees participating in the educational incentive program on or before July 1, 2008, shall be grandfathered in under the old program at their current educational incentive percentage. However, no employee currently enrolled in the education incentive program will be able to increase their incentive pay unless they obtain their Associates Degree or their Bachelor's Degree. In this scenario, an employee in the old program who has or obtains their Associates Degree after such date will receive the greater of the current education incentive or 5% incentive pay, while an employee in the old program who has or obtains their Bachelor's degree will receive 10% incentive pay.

- c. Physical Fitness: The City shall administer the Oregon Physical Abilities Test (O.R.P.A.T.) endorsed by the Oregon Department of Public Safety Standards and Training two (2) times per year (in October, for the period October through March, and April, for the period April through September) to determine the level of an employee's physical fitness. An employee who completes the test in five and one-half (5.5) minutes or less shall receive an additional 2% on his/her base wages. An employee who completes the test in five and one-quarter (5.25) minutes or less shall receive an additional 3% on his/her base wages. An employee who completes the test in five (5.0) minutes or less shall receive an additional 4% on his/her base wages. An employee who completes the test in less than four and three quarter (4.75) minutes shall receive an additional 5% on his/her base wages. Only employees in the job classifications of Patrol Officer/Detective, Police Property/Evidence Technician, Computer Crimes Specialist, Police Corporal and Police Sergeant shall be eligible for this incentive.

d. Foreign Language Incentive:

An employee of the Police Department shall receive, in addition to his/her regular rate of pay, five percent (5%) for proficiency in Spanish as a second language. Proficiency of such shall be determined by the City, and shall be subject to review annually.

e. Sergeants:

Sergeants shall only qualify for physical and foreign language incentives.

10.4 Form of Compensation

Compensation for authorized overtime, callback and holiday work shall be paid unless compensatory time is requested, in writing, by the employee. Such time shall be credited at time and one-half (1½). Employees may accrue up to a total of one-hundred and twenty (120) hours of such compensatory time. At the end of each fiscal year, the City may compensate an employee for all accrued compensatory time in excess of forty (40) hours. Compensatory time may be taken upon the written request of the employee upon mutual agreement with the immediate supervisor. This provision, as with all provisions of this Agreement, shall be applied equally to all bargaining unit members and without discrimination on a first come first served basis with the signed approval of a supervisor.

10.5 Working Out of Classification

Patrol Officers or Detectives required to perform duties in a higher classification shall be compensated at the Step D rate for Corporal. Corporals required to perform duties as Sergeant shall not be compensated at any higher rate of pay.

10.6 Temporary Field Training

Officers assigned to train new employees shall be compensated with an additional five percent (5%) above their current salary for actual time assigned to training officers only. (This provision will not include training of reserve officers or explorers.)

10.7 Motorcycle Assignment Pay

Officers assigned to operate a motorcycle shall receive an additional five percent (5%) for all hours during operation of the vehicle.

10.8 SWAT Pay

Officers assigned to SWAT shall receive an additional five percent (5%) for all hours worked during a call out.

10.9 Dog Masters/Dog Handlers

Dog Master and Dog Handler canine training activities shall be conducted on-duty. Dog Masters and Dog handlers accept and may resign from the position voluntarily. Acceptance of the assignment is based upon willingness to care for the animal off-duty as a family pet. Employees who serve as Dog Masters or Dog Handlers shall receive a pay differential of five percent (5%) of their base salary while serving in that capacity, and shall not receive overtime wages for off-duty care, feeding and grooming at the overtime rate computed based upon the FSLA or Oregon minimum wage (whichever is greater). The five percent (5%) differential compensates for approximately 45 minutes per day. The parties agree that not more than 45 minutes per day is required for off-duty care of the animal. The parties agree that commuting to work with the dog does not constitute "hours of work" solely because the dog is in the vehicle.

Dog Masters and Dog Handlers shall not be entitled to call back premium when duty concerns emergency care of their animal. Such time shall be treated as overtime.

ARTICLE 11 - MILEAGE AND PER DIEM

11.1 Mileage/Per Diem

Employees shall receive mileage, lodging and per diem as provided for by City policy.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

12.1 Discipline

Disciplinary action shall include only written reprimand, demotion, suspension and discharge. Disciplinary action or measures may be imposed only for just cause. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. If disciplinary action is contemplated by the City against an employee, the employee shall be notified in writing within a reasonable time. Prior to any meeting regarding discipline, an employee shall be notified in writing and shall be allowed Union representation at the meeting. Provided there are no incidents resulting in disciplinary action in the eighteen (18) months following the initial letter of reprimand, all letters of reprimand shall be removed from the employee's personnel file upon written request of the employee. Provided there are no incidents resulting in disciplinary action in the thirty six months (36) following an incident of suspension or demotion the disciplinary action shall be removed from the employee's personnel file at the written request of the employee.

12.2 Discharge

The City shall not discharge any employee who has completed his/her probationary period without just cause and due process. The Union shall have the right to appeal the discharge within ten (10) business days of receipt of notice as a grievance at Step III of the grievance procedure.

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all rights and conditions of employment unless otherwise stipulated by mutual agreement or otherwise ordered by an arbitrator under the grievance procedures hereinafter set forth.

ARTICLE 13 - SETTLEMENT OF DISPUTES

13.1 Grievance and Mediation Procedure

The Union and the City encourage employees to attempt to resolve disputes informally before filing a formal grievance. Any unresolved grievance or dispute between the parties concerning the application, meaning or

interpretation of this Agreement, which was unable to be informally resolved, shall be settled in the following manner:

Step 1. The affected employee and/or the Union shall take up the grievance or dispute in writing with the employee's Lieutenant within fourteen (14) calendar days of its occurrence. This grievance letter shall contain, but shall not be limited to, the following information:

- (1) Relevant fact of the occurrence that gave rise to the grievance;
- (2) The date of the occurrence;
- (3) The specific provision(s) of the Agreement violated; and
- (4) The remedy sought.

The Lieutenant should then attempt to address the matter within ten (10) calendar days.

Step 2. If the grievance has not been settled between the affected employee and the Lieutenant, it shall be presented in writing by the Union representative to the Chief of Police within ten (10) calendar days after receipt thereof.

The Chief of Police should then attempt to address the matter within ten (10) calendar days.

Step 3. If the grievance still remains unresolved, it may be presented by the Union to the City Manager or his/her designee(s) within ten (10) calendar days after the response specified in Step 2 is due. The City Manager or his/her designee(s) shall respond in writing within ten (10) calendar days of receipt of the Step 3 grievance.

Step 4. If the grievance is still unsettled, either party may, within ten (10) calendar days of the decision of the City Manager or his/her designee(s) under Step 3 have the right to have the matter submitted to final and binding arbitration by a third party jointly agreed upon by the City and the Union. If the parties are unable to agree upon an arbitrator, the Oregon State Mediation and Conciliation Service shall be requested to submit a list of seven (7) names. Both the City and the Union shall have the right to strike three (3) names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one (1) name. The process shall be repeated and the remaining person shall be the arbitrator. The designated arbitrator shall set a mutually agreed date for hearing and shall hear both parties. Expenses for the arbitrator shall be borne by the losing party. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceeding, 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.

ARTICLE 14- UNION BUSINESS

14.1 Union Business

The City agrees to allow time off with reasonable prior notice without loss of pay for members who are designated Union stewards or shift representatives (not to exceed four (4), a list of which will be kept current with the City) for Union business unless such absences seriously hamper the normal operation of the Department. No more than two (2) such employees may be off at one time.

To this end, exclusive of bargaining activities, but inclusive of grievance investigation/resolution, the Union will be granted a total not to exceed ten (10) working hours per month to designate for said business. A log of time used shall be presented monthly to the Chief of Police.

14.2 Collective Bargaining Activities

The time for collective bargaining activities shall be mutually agreed upon by the City and the Union. When mutually agreed upon collective bargaining activities occur during the regularly scheduled working hours of members of the Union bargaining team, they shall be allowed time off with pay for that purpose. Collective bargaining activities that occur during regularly scheduled time off for members of the Union bargaining team shall be unpaid time. The City shall be notified by the Union of the names of designated representatives. No more than two (2) such employees may be off with pay at any one time. The Union will make every effort to consider the requirements of the Department in utilizing time off.

14.3 Union Solicitation

Except as otherwise provided in this Agreement, during working hours, Union members shall not engage in solicitation for membership in the Union, the collection of fees or dues for the Union or carry on other business activities of the Union, provided that this provision shall not prohibit conversations concerning Union matters which do not interfere with the work and duties of any City employee.

ARTICLE 15 - PROBATIONARY PERIOD

15.1 Purpose

The probationary period is an integral part of the employee's selection process. It provides the City with the opportunity to upgrade and improve the Department by observing an employee's work and training, and aiding employees in adjusting to their position. The probationary period also provides an opportunity to reject any employee who fails to meet required work standards.

15.2 New Hires

Newly hired "non-sworn" employees shall serve a probationary period of twelve (12) months of full-time employment. Newly-hired "sworn" employees shall serve a probationary period of eighteen (18) months of full-time employment. During the term of a probationary period, such employees shall be entitled to all rights and privileges of this Agreement except with respect to termination. Such employees may be terminated at any time during the probationary period at the sole discretion of the City, and may not grieve a job termination.

15.3 Promotional Appointments

All "Promotional Appointments" shall be tentative with a probationary period of nine (9) months. An employee serving a probationary period after a promotion may be returned to his former position and wages, with any applicable cost of living adjustments, if in the City's sole judgment, his/her work or conduct are below acceptable standards.

ARTICLE 16- GENERAL PROVISIONS

16.1 Nondiscrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to marital status, sex, sexual orientation, race, color, disability, creed, national origin or political affiliation. Criteria established by the Oregon State Board on Public Safety Standards and Training with respect to the age of duty officers shall be applied with respect to factors involving age. The Union shall share equally with the City the responsibility of applying the provisions of this Agreement. Any claim which is subject to review by EEOC or other regulatory agency shall not be arbitrable.

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

The Union recognizes the Affirmative Action Plan of the City of Klamath Falls.

16.2 Bulletin Boards

The City agrees to furnish and maintain a suitable bulletin board in a convenient place near each work area to be used for Union business. The Union shall limit its posting of notices and bulletins to this designated bulletin board.

16.3 Visits by Union Representatives

The City agrees that accredited representatives of the Union, upon reasonable notice and proper introduction, shall have reasonable access to the premises of the City at any time during working hours for the purposes of assisting in the administration of this Agreement.

16.4 Existing Conditions

The City agrees that no one covered by this Agreement shall suffer a loss of compensation due to recognition of the Union and the execution of conditions and terms set forth in this agreement. It is further agreed that if modification of work rules or benefits covered by specific provisions of this Agreement are proposed, any such modification shall be negotiated by the parties hereto. Whenever any conditions are changed or any new conditions are established, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive workdays. The Union and the Chief of Police will jointly participate in making recommendations concerning all new classifications.

16.5 Rules

The parties jointly recognize that as elected officials, the City Council is directly responsible to the citizens of the City and the public for performance of the functions and services performed by the City and the Police Department in particular. These responsibilities cannot be delegated. For this reason, it is jointly recognized that the City Council and the Chief of Police must retain broad authority to fulfill and implement their responsibilities and may do so by work rule. All work rules shall be reduced to writing. It is agreed, however, that no work rules will be promulgated or implemented that are inconsistent with a specific provision of this Agreement, provided that the

requirements of Oregon law and the Charter of the City of Klamath Falls will always be paramount. All work rules which have been or shall be reduced to writing will be furnished to the Union and the affected employees.

16.6 Side Arms and Ammunition for Training and Practice Purposes

It is agreed that the City will provide each new employee a weapon, or allow said employee the option of purchasing his/her own weapon, as long as the weapon meets the specifications set forth in the Department Policies and Procedures manual. The City will also provide ammunition for regularly scheduled practice. In addition, the City will provide ammunition for special practice when such practice is held at an authorized firing range of the City, or other designated training site. Such practice shall be supervised by a qualified department member approved by the Chief of Police. The City will further provide to each police officer, upon written request, up to one-hundred (100) rounds per year ammunition for off-duty practice at the officer's discretion. Such off-duty practice will be held at an authorized firing range and be documented on appropriate DPSST forms.

16.7 Uniforms and Protective Clothing

Each person who is required to wear a uniform or protective clothing shall have this uniform provided and maintained by the Police Department. For sworn personnel, ballistic vests shall be provided, maintained, and replaced in a timely manner in accordance with the manufacturer's recommendations. The type, style, color, design and issuance of all uniforms (and items displayed on the uniform) shall be at the sole discretion of the Chief of Police with due regard to public image and safety considered. Each sworn employee shall receive \$100.00 per year for the purchase of department approved equipment and/or footwear.

16.8 Other Employment

Outside employment shall be permitted only upon written request submitted through the employee's chain of command with express written, prior approval of the Chief of Police. The written request must include: the name address and phone number of the secondary employer; the type of duties or significant aspects of the secondary employment; a proposed work schedule with the secondary employer; and when the secondary employment will take place. To deny outside employment, the City must show cause why it violates one (1) of the following criteria:

- a. That such employment is in conflict with the interest of City employment;
- b. That such employment detracts from City work;
- c. That such employment is a discredit to the City employment; or,
- d. That such employment takes preference over the requirements of City employment.

ARTICLE 17 - SENIORITY

17.1 Definition

Only regular employees shall have seniority. Part time employee's seniority will be earned on a pro rata basis. Seniority shall be attained following the completion of the probationary period of one (1) year for "non-sworn" and eighteen (18) months for "sworn" employees and shall thereafter be established as the employee's length of continuous service with the City from date of hire. Seniority shall be broken or terminated if any one of the following occurs. The employee:

- a. Quits;
- b. Is discharged for just cause;
- c. Is laid off work for a period of time greater than twenty-four (24) months or a period of time equal to his/her seniority, whichever is shorter;
- d. Fails to report to work at the termination of an extended leave of absence;
- e. Is retired.

Sergeants and Corporals shall maintain separate seniority based on continuous service within the classification in the Department from the date of promotion. (COVERED IN 6.4)

Seniority shall apply in the matter of layoff, recall, reduction in class (and its inverse), vacation, days off and shift selection. Separate seniority lists shall be provided for sworn and non-sworn personnel.

17.2 Layoff, Reduction in Class and Recall

Employees will be laid off and/or reduced in class in the reverse order of seniority in a job classification. During a layoff or reduction, senior employees will be allowed to bump back to lower classifications by rank and seniority within the Police Department. Those employees reduced in classification shall retain full Police Department seniority while remaining the reduced classification for the purposes of applying seniority as described in 17.1. Recall of laid off employees shall be the reverse of the layoff procedure.

17.3 Notice of Recall from Layoff Status

Employees shall retain layoff status for a maximum period of twenty-four (24) months. Notice to an employee of recall from layoff shall be made by certified mail sent to the last address provided to the City by the employee. The employees shall have fourteen (14) days to return to work from the date of receipt of mail notifying that employee of his recall from a layoff status or the employee will forfeit all seniority.

17.4 Seniority List

The seniority list is a listing of all current employees within the Police Department and their respective seniority order, date of hire in the bargaining unit, date of entry into present class and present classification. The City agrees to update this seniority list annually on July 1st of each year, post it on the bulletin board designated for Union business and forward it to the Union for review.

ARTICLE 18 - HEALTH, WELFARE AND RETIREMENT

18.1 Health, Dental and Vision Insurance

Employees shall be covered by the following Oregon Teamsters Employers Trust (OTET) Plans:

1. Medical G/W
2. Dental D-6
3. Vision V-4

For the duration of this contract, the City agrees to provide medical and dental insurance coverage for employees and their dependents that is equal on the whole to that presently in effect, unless another plan is mutually agreed upon. Employee contributions towards health/prescription/dental/vision benefits will be made through payroll deduction. The City shall pay 90% of the premium and the employee shall pay 10% of the premium.

An employee as defined in Article 1 – Recognition must be on paid status at least eighty (80) hours in the qualifying month to be covered the following month. (Examples: An employee begins employment January 10 and is on paid status the required 80 hours in this month. He is then covered in the month of February. An Employee terminates January 25 after being on paid status the required 80 hours. He then is covered for the month of February. In both cases, if an employee is not on paid status the required 80 hours in January, he would not be covered in February.) Paid status does not include overtime hours worked or “cash out” of accrued leave.

It is understood that the concept of “cash out” of accrued leave time (vacation, holiday, compensatory and sick time) does not constitute hours worked or compensated hours. A cash out is when an employee received payment for accrued leave without actually taking the paid time off or upon termination from employment.

The City shall provide twenty-four (24) hour accidental death insurance coverage in the amount of TWENTY THOUSAND DOLLARS (\$20,000.00) to all employees covered by this Agreement. The City shall provide employees the option to purchase additional life insurance coverage.

The Union and the City agree to reopen negotiations for this clause only if the plan is at risk of becoming subject to the Cadillac Tax under the Affordable Care Act.

18.2 Retirement

For the term of the Agreement the City will continue its participation in the Oregon Public Employees Retirement System (OPERS). Said participation includes City payment of established employer contributions.

Employee will begin making Member Paid Pre-Tax Contributions to PERS for the IAP 6% employee portion of PERS effective July 1, 2014.

18.3 Retiree's Insurance

The City will provide retirees the opportunity to purchase the medical, dental and vision insurance through the existing group health plan for Teamsters covered employees provided this coverage is available through the carrier of record.

18.4 Health Reimbursement Arrangement

The City shall cause to be created a Health Reimbursement Arrangement account under the Voluntary Employee Beneficiary Association Medical Expense Plan for Public Employee in the Northwest (commonly known as the

HRA VEBA) under Section 501 (c)(9) of the Internal Revenue Code for each employee in the bargaining unit. For the duration of this contract, the City shall deposit \$55 into each employee's account upon opening and shall thereafter deposit \$55 into each account per month.

ARTICLE 19 - DRUG AND ALCOHOL FREE WORKPLACE

19.1 Policy and Procedure

The drug and alcohol policy contained in this Agreement, attached hereto as Appendix "B" and incorporated by this reference herein shall not be unilaterally changed without notice and impact bargaining, except for such changes as are mandated by law.

ARTICLE 20 - LIABILITY INSURANCE

20.1 Liability Insurance

The City shall purchase liability insurance in the amounts set forth in ORS 30.270 and containing such terms and conditions as are necessary for the protection of all employees and all other persons covered by this Agreement against claims against them incurred and/or arising out of the performance of their official duties. Premiums for such insurance shall be paid by the City.

ARTICLE 21 - SAVINGS CLAUSE

21.1 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 decision. 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.

ARTICLE 22 - TERM OF AGREEMENT

22.1 Term

This Agreement shall be effective as of July 1, 2015, and except as later amended or modified shall remain in full force and effect until June 30, 2018.

ARTICLE 23 - EXECUTION OF SIGNATURES

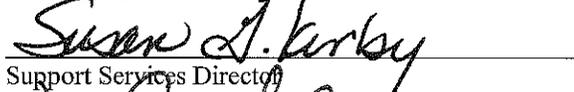
Executed this -19th day of June, 2015, at Klamath Falls, Oregon by the undersigned officers by the authority of and on behalf of the City of Klamath Falls, Oregon and Teamsters Local 223.

CITY OF KLAMATH FALLS:

TEAMSTERS LOCAL UNION NO.223:



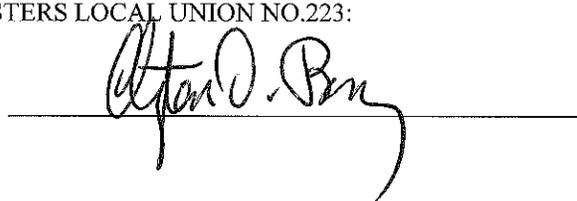
City Manager



Support Services Director



Police Chief



APPENDIX "A" - SALARY SCHEDULE

Effective July 1, 2015 (reflecting a 1.7% cost-of-living-adjustment)

	A	B	C	D	E
Patrol Officer/Detective*	4,577	4,818	5,071	5,338	5,619
Police Clerk	3269	3,441	3,622	3,812	4,013
Police Corporal		5,247	5,523	5,813	6,119
Police Property/Evidence Technician		3,796	3,995	4,206	4,427
Police Sergeant		6,424	6,762	7,118	7,492
Office Manager		4,174	4,394	4,625	4,868

** Police Detective is recognized as an assignment, not a classification.

Effective July 1, 2015 Police Clerk I and Police Clerk II will be combined to one job description "Police Clerk". The current Police Clerk I will receive the 1.7% COLA against her current Salary on July 1, 2015. The Employee will move to step A of the combined Salary Schedule as contained in this Appendix "A" upon successful completion of the twelve month probationary period.

Effective July 1, 2016, the salary schedule shall be increased by the 12-month annual change in the CPI-W West Region Index for the year 2015 with a minimum of 0% and a maximum of 3%.

Effective July 1, 2017, the salary schedule shall be increased by the 12-month annual change in the CPI-W, West Region Index for the year 2016, with a minimum of 0% and a maximum of 3%.

All pay increases will be on one year increments based on the first day of the month in which the employee completed probation. Percentage increases shall be computed by adding the percent increase to Step E, then subtracting five percent (5%) for each step downward.

Those employees assigned to Detective duties shall be reimbursed \$600 for annual clothing expenditures (\$300 per six months).

APPENDIX "B"- USE OF ALCOHOL AND DRUGS

A. Statement of Principle

The City and the Union jointly recognize that the use of drugs and/or alcohol, whether on or off the job, can adversely affect job performance and may constitute a serious threat to the health and safety of the public, to the safety of fellow employees, and to the efficient operation of the City.

B. Definitions.

1. **Drugs and Alcohol:** For the purposes of this Agreement, drugs and alcohol will be defined as all intoxicants and controlled substances as defined by law, excluding any substance lawfully prescribed for the employee's use.
2. **Drug and Alcohol Test:** The compulsory production and submission of urine, breath or blood by an employee in accordance with procedures contained herein for chemical analysis to detect prohibited drug and/or alcohol use.
3. **Medical Officer:** A local physician mutually selected by the Union and the City.
4. **Reasonable Suspicion:** Specific factual and articulable observations by a member of City Management concerning the work performance, appearance (including noticeable odor of alcoholic beverage), behavior, or speech of the employee. Any accident or incident involving physical injury to any person may be considered as constituting reasonable suspicion for discovery testing for drugs and alcohol where human factors contribute to the incident and a question of sobriety may exist.
5. **Under the Influence:** An individual is considered to be "under the influence of intoxicants" when the individual's blood alcohol content exceeds .04% or to a perceptible degree. An individual is considered to be "under the influence of controlled substance" when a detectable amount of the substance is found in the individual's body that may impair the individual.

C. Prohibited Conduct

Except as authorized by City policy for job-related reasons, or any officer who is off duty and required to take lawful action pursuant to official duties as a police officer the following conduct is strictly prohibited and may subject an employee to immediate discipline:

1. The unlawful buying, selling, transporting, possession, providing or use of intoxicants or any controlled substances while on duty or conviction of same.
2. Reporting for normally assigned work with a detectable odor of alcohol on the breath, any detectable amount of alcohol in the body which results from the consumption of intoxicants, or when an employee has a detectable amount of any controlled substance found in the employee's body which may impair the employee's ability to safely perform all necessary job duties without compromising their own health or safety, or the health and safety of the public, fellow employees, or the efficient operations of the City (but excluding any substance lawfully prescribed for the employee's use if used in accordance with Section K of this Article).
3. In the event the City wishes to call out an employee to perform additional duties and the employee has consumed intoxicants, the employee shall immediately notify the City as to the amount of intoxicants the employee has consumed, prior to the City's decision as to whether the employee will be called out to perform any additional duties.
4. Failure to report use of prescribed medications or controlled substances as defined in Section K.
5. Failure to notify his/her supervisor if a controlled substance is ingested unintentionally, or if the employee is made to ingest a controlled substance so that appropriate medical steps may be taken to ensure the employee's health and safety.

D. Preconditions to Drug and Alcohol Testing

Before any employee may be tested for drugs or alcohol, the City shall select and utilize a NIDA certified laboratory or laboratories that can demonstrate experience and capability of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urine and blood analysis.

E. Grounds for Testing

1. Random testing of any kind is prohibited unless required by law.
2. Employees may be required to submit to drug or alcohol testing. The City may test for drugs or alcohol for which it has reasonable suspicion that an employee may have consumed. This reasonable suspicion shall be based on specific factual and articulable observation by the City and may lead to a request for urine and/or blood analysis for all types of alcohol and controlled substances and/or prescription drugs that could negatively affect the performance of assigned duties. Pending receipt of test results the employee may be placed on administrative leave with pay at the discretion of the Chief of Police.
3. The City shall conduct drug and alcohol testing of those employees who are involved in vehicular accidents involving either personal injury that requires immediate medical treatment or property damage in excess of One Thousand Five Hundred Dollars (\$1,500.00).
4. The City shall conduct drug and alcohol testing of any employee who apparently causes physical injury to himself/herself or another in an incident involving the use of deadly force.

F. Testing Mechanisms

The following testing mechanisms shall be used for any test for intoxicants or controlled substances performed on members of the Bargaining Unit:

1. Any urine screening may be performed by the use of Gas Chromatography/Mass Spectrometry (GC/MS) or any manner generally accepted by the scientific community. If at any time there exists a test with a higher rate of reliability than the GS/MS test, such test shall be used in place of the GS/MS test if agreed to by the Union and the City.
2. Alcohol testing shall be conducted through the analysis of breath or blood using scientifically accepted technology. If the test for alcohol is required, and it is a non-accident situation, the test may be by intoxilizer unless the employee requests a blood test. If the test is the result of an alcohol related accident involving property damage or injury, the City will determine what test(s) (limited to Intoxilizer or blood test) are to be conducted.

G. Procedures to be followed when the Urine Sample is given

The following procedure shall be used whenever an employee is requested to give a urine sample:

1. The test shall be administered in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
2. Immediately after the sample is given, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, labeled and stored in a secure refrigerated atmosphere. One (1) of the samples will then be sent or delivered to the City's designated testing laboratory. The other sample will be held for the employee, so long as it remains viable, until the employee either instructs that it be sent to their designated lab or destroyed.
3. The sample will first be tested using the screening procedure set forth in Section F of this Article.
4. The test results shall be forwarded to the Medical Officer who shall review and screen the results with the employee to determine whether or not the results could have been influenced by prescribed medications being used by the employee or by any other factors. The Medical Officer shall then forward the test results to the City together with his/her evaluation of the reliability of the test results.
5. If the test is positive for the presence of any intoxicants or controlled substances, the employee shall be notified of the positive results within twenty-four (24) hours after the City learns of the results. The employee will be provided with copies of all documents pertinent to the test sent to or from the City by the laboratory. The employee will then have the option, at his/her own expense, of having the untested sample submitted to a laboratory of the employee's own choosing that meets the standards specified in Section D of this Article.
6. Each step in the collecting and processing of urine specimens shall be documented to establish procedural integrity and chain of custody.

H. Procedures Used When a Blood Sample is given

The following procedures shall be used whenever an employee is requested to give a blood sample:

1. The employee shall be transported as soon as possible to the City's contracted drug screening site during normal business hours or to a local hospital during non-business hours to have the blood drawn. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
2. Immediately after a blood sample is drawn, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. One (1) of the samples will be sent or delivered to the City's designated testing laboratory. The other portion will be held for the employee, so long as it remains viable, until the employee either instructs that it be sent to their designated lab or destroyed.
3. The test results shall be forwarded to the Medical Officer who shall review and screen the results with the employee to determine whether or not the results could have been influenced by prescribed medications being used by the employee or by any other factors. The Medical Officer shall then forward the test results to the City together with his/her evaluation of the reliability of the test results.
4. If the test is positive for the presence of alcohol, the employee shall be notified of the positive results within twenty-four (24) hours after the City learns of the results and will be provided with copies of all documents pertinent to the test sent to or from the City by the laboratory. The employee will then have the option, at his/her own expense, of having the untested sample submitted to a laboratory of the employee's own choosing that meets the standards specified in Section D of this Article.
5. Each step in the collection and processing of blood specimens shall be documented to establish procedural integrity and chain of custody.

I. Procedures Used When an Intoxilizer Test is Administered

The following procedure shall be followed when an employee is required to submit to a breath test to determine the alcohol content of his/her blood.

1. The employee will be transported to the facility where the test will be conducted.
2. The Intoxilizer shall be properly certified by the State of Oregon as required by law.
3. The operator shall be currently certified by the State of Oregon to operate the Intoxilizer.
4. The operator shall conduct the test in the same manner as mandated by State Law in DUI cases exclusive of the rights/consequences of the driver.

J. Consequences of Positive Results

1. An employee who has tested positive for the presence of intoxicants or controlled substances pursuant to this Article may be disciplined and/or referred to drug and alcohol counseling. An employee's participation and/or completion in drug and alcohol counseling will be considered in determining what, if any, disciplinary action may be taken.
2. An employee who tests positive may be subject to unannounced testing for a one (1) year period following the test. If the employee violates the terms of the agreed to treatment, or again tests positive during such a period, he/she shall be subject to immediate discipline, up to and including discharge.

K. Prescribed Medications

An employee utilizing any prescribed medications or controlled substances that may affect his ability to safely perform assigned duties must immediately report this treatment to the Human Resources Department. The use of medications or controlled substances as part of a prescribed medical treatment program is not grounds for disciplinary action. It shall be the employee's responsibility to determine from their physician whether a prescribed treatment may impair job performance. Failure to report the use of a prescribed medication or a controlled substance that an employee has been informed may affect his abilities to safely perform assigned duties may subject

an employee to disciplinary action. In the event there is a question regarding an employee's ability to safely perform assigned duties, clearance from the employee's physician will be required.

L. Searches

For administration of this article, the City may, upon reasonable suspicion, conduct searches on City property of employees and/or personal property excluding personal vehicles parked on City property. An employee has the right to request that a Union representative be present during the search, as long as the search is not unreasonably delayed by accommodating this provision. A refusal to submit to a search may result in disciplinary action. This provision is not intended to restrict the City's right to conduct administrative searches of assigned City property for other purposes, or searches related to any criminal investigation by any law enforcement agency.

M. Interference with Policy

Any activity which purposely interferes with this substance abuse policy will be grounds for disciplinary action which may include discharge. Examples include, but are not limited to the following: training, tampering, or substitution of blood or urine samples; falsifying information regarding the use of prescribed medications or controlled substances; failure to cooperate with any tests outlined in this policy to determine the presence of intoxicants or controlled substances; or failure to cooperate with any authorized and/or lawful searches.

N. Employee Rights

1. The employee shall have the right to a Union representative up to and including the time the sample is given. However, this provision shall not unreasonably delay testing. Nothing herein shall restrict the employee's right to representation under general law.
2. If at any point the results of the laboratory testing procedures specified in this Article are negative, all further testing shall be discontinued. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. All negative results will be kept confidential by the City.
3. Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of custody of the specimen, and the accuracy rate of the laboratory.
4. If the results of the test are either positive or negative, the employee shall have the right to grieve in accordance with Article 13 of this Agreement.
5. Prior to an employee being questioned, or evidence obtained that may be used against him/her in a disciplinary action he/she will be advised of the purpose of the investigation and informed that:

"The purpose of this interview and possible collection of physical evidence is to obtain information which will assist in the determination of whether administrative action is warranted. You are going to be asked a number of questions and may be asked to submit to evidence collection procedures, within the scope of this policy, regarding the performance of your official duties. You have a duty to reply to these questions and/or submit to evidence collecting procedures within the scope of this policy. Disciplinary action, including dismissal, may be undertaken if you refuse to cooperate or fail to reply fully and truthfully. Neither your answers nor any information or evidence obtained can be used against you in any criminal proceeding. The answers you furnish and the information or evidence resulting therefrom may be used in the course of disciplinary proceedings which could result in disciplinary action up to and including termination.