

CITY OF LA GRANDE
AND
LA GRANDE POLICE ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT
for the period

June 21, 2020 through June 20, 2023

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PREAMBLE

This Agreement entered into by and between the City of La Grande, Oregon, hereinafter designated as "City", and the La Grande Police Association, hereinafter designated as "Association."

ARTICLE 1 – RECOGNITION

The City recognizes the Association as the sole and exclusive bargaining agent for the following positions of the La Grande Police Department: Enforcement Officer, Clerk/Receptionist, Secretary, Communication Technician, Communication Specialist, Police Officer, Senior Police Officer, and Sergeant. The Association is the bargaining agent for the purpose of establishing terms and conditions of employment, wages, hours, working conditions, retirement, and pension or other benefits. It shall also include the right to adjust or settle grievances or disputes.

ARTICLE 2 – DISCIPLINE

2.1 Standard

No employee shall be disciplined, except for just cause. Oral warnings are not considered discipline and cannot be protested through the grievance procedure. Forms of discipline include, but are not limited to: written reprimand, suspension, reduction in salary, demotion, and termination.

Forms of evaluation or counseling, including oral warnings reduced to writing are not discipline and cannot be protested through the grievance procedure. These are less formal means of resolving issues related to daily operation or conduct. Documentation of these matters may serve as evidence for future discipline. This type of documentation will not be maintained in the personnel file, but may be maintained in a department working file until the issue has been resolved or until the issue has been addressed as part of a scheduled evaluation. If this documentation is used as part of disciplinary action, the documentation of these less formal matters will become part of the written documentation in support of said discipline and forwarded to the personnel file. One year after the last documentation of an action that is resolved, or after the scheduled evaluation in which the matter has been addressed, the documents in the department working file shall be purged.

2.2 Probationary Employee

This article shall not apply to any employee on probation as defined herein.

2.3 Due Process

In the event the City believes an employee may be subject to economic discipline, the following procedural due process shall be followed:

- a. The employee shall be notified of the charges or allegations that may subject them to discipline.
- b. The employee shall be notified of the disciplinary sanctions being considered.

- c. The employee will be given an opportunity to refute the charges or allegations, either in writing or orally in an informal hearing. The employee or representative may present additional evidence or mitigating circumstance to the employer.
- d. At their request, the employee will be entitled to Association representation at the informal hearing.

2.4 Imposition

If the City has reason to discipline an employee, it shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the public.

Employees receiving economic discipline shall be given official written notice of discipline including a summary of the facts, the policy violations or misconduct determined and an explanation of the discipline imposed. The same notice will be provided to the Association representative at the employee's request.

Upon request, the Employee or Association representative shall be given a copy of all materials, reports, witness statements and evidence used to support the disciplinary findings and sanction, for purposes of Association review for possible grievance.

2.5 Just Cause Standards

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

- a. The employee shall have warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
- b. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenly, if appropriate.
- c. The City must conduct a reasonable investigation.
- d. It must be determined that the employee engaged in the alleged misconduct or act.
- e. The discipline must be appropriate, based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operations.
- f. The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

2.6 Pre-Disciplinary Interviews/Investigations

In the event an employee is interviewed concerning an action which would likely result in economic discipline, the following process shall be followed:

- a. Twenty-four (24) hours prior to the interview, the employee under investigation will receive written notice of the complaint, including a summary of the relevant facts/allegations. The notice time period may only be waived by mutual agreement of the employee and Department. The employee will be notified of the right to consult with an Association representative prior to the interview and may have a representative present at the interview. This does not preclude the Department from doing an informal investigation prior to a disciplinary consideration arising.
- b. Interviews shall, to the extent practical, take place at City facilities.

The Employer shall make a reasonable, good faith effort to conduct these interviews during the employee's regular working hours, or the employee will be paid overtime. Interviews will generally be limited in scope to the circumstances presented upon initial notice of potential misconduct, unless the employee brings forward new issues. If new allegations or acts of misconduct of a different nature arise between the initial notice and interview, the employer must provide additional notice. However, if matters arise in the course of an interview, the interview shall continue to its natural conclusion and the interviewer need not suspend the interview to provide further notice documentation.

- c. The department will record all employee interviews.
- d. In any administrative investigation, the employee shall be required to answer any questions reasonably related to the subject matter under investigation. The employee may be terminated for refusing to answer such questions. The employee will be given written notice of this requirement explaining the Garrity warning.

In situations involving the use of deadly force, the involved employee shall have the right to consult with an Association representative or attorney prior to being required to give a statement regarding the internal administrative investigation and shall be given written Garrity warnings prior to any statement taken.

ARTICLE 3 – ASSOCIATION SECURITY

3.1 Dues Check-Off

The City agrees to deduct the uniformly required Association membership dues and other authorized fees or assessments once each month from the pay of those employees who have authorized such deductions in writing provided that the City is furnished with written evidence of the employee's consent and authorization for such wage deductions. The amounts to be deducted shall be certified to the City by the treasurer of the Association, and the aggregate deductions of all employees shall be remitted to the treasurer of the Association regularly. If the City receives a request from an employee to revoke the employee's payroll authorization, it will notify the Association and direct the employee to contact the Association.

3.2 Hold Harmless

The City shall acquire no liability for any error made in the process of dues deduction. Satisfaction and resolution of any and all discrepancies relating to Association dues deductions will rest solely with the Association.

The Association will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any action taken pursuant to the provisions of this article. The Association and the City agree to reimburse any monies paid or not paid in error within 30 days notification of such error.

ARTICLE 4 – ASSOCIATION BUSINESS

4.1 Time Off for Association Officials

The president, vice president and secretary-treasurer of the Association, who will be identified on a list provided to the City, shall be allowed reasonable time off for official Association business with pay and without the requirement to make up said time, if the time off for official Association business is devoted to the preparation of a new contract between the City and Association. No more than one employee may be off at any one time and total cumulative time off for official Association business should not exceed five (5) days per calendar year. Notice of at least five (5) days in advance in writing will be given to the Chief of Police prior to the taking of time off for official Association business, and the Chief of Police may disallow such time off if he/she determines that the official Association business is not devoted to the preparation of a new contract between the City and the Association. To the extent the Association official granted time off for official Association business shall be able to arrange a replacement satisfactory to the Chief of Police during the period of absence without cost to the City, such period of absence shall not be included within the five (5) days. Notice provisions may be waived or modified by agreement of the parties.

4.2 Time Off for Bargaining

Association members appointed by the Association as members of the Collective Bargaining Negotiating Committee will be allowed time off with pay and without the requirement to make up such time for negotiating with the City. No more than three employees may be allowed to utilize this provision at any one time unless the City approves additional employees and such approval does not cause the City undue hardship.

4.3 Bulletin Board and File Cabinet

The City will provide space for a bulletin board for postings regarding Association business. Additionally, the Association may maintain a filing cabinet within the Department for Association papers and property. Although the filing cabinet may be secured with a lock, it is subject to inspection by the Chief or a designee at any time. As such, the designated Association officer/s must produce a key and unlock the cabinet upon request. This inspection does not include the review of any private Association records.

ARTICLE 5 – MANAGEMENT RIGHTS

It is understood and agreed that the City possesses the sole right to conduct the City's business and to carry out its obligations, but that such rights are subject to such conditions, requirements and limitations as may be applicable under law, whether it be Federal, State or City law, and must be exercised consistently with the provisions of this Agreement. The power or authority which the City has not officially abridged, delegated or modified by this contract is retained by the City.

The City retains sole and exclusive right to manage and direct its police services, except as expressly limited by the terms of this Agreement. By way of illustration and not limitation, the City has the right and is entitled to:

- a. Direct its employees;
- b. Hire, schedule, transfer, assign, train or retrain employees in positions within the Police Department;
- c. Suspend, demote, discharge, or take other appropriate disciplinary action against the employees for just cause;
- d. Determine the methods, means and personnel by which its operations are to be conducted; and
- e. Take whatever action may be necessary to carry out its responsibilities in situations of emergency.

ARTICLE 6 – HOURS

A normal work shift shall consist of eight (8) consecutive hours; or ten (10) consecutive hours under the four-ten plan; or twelve (12) consecutive hours under 12-2/12-3/12-2 plan. For pay purposes, the twelve (12) hour workday will be that the employee reports to work, i.e., starts work, at 6:00 am or 6:00 pm. There will be no splitting of hours/days for pay purposes. For each shift, employees shall be allowed one-half (1/2) hour for lunch. For each four (4) hours of a shift, employees shall be allowed one break of 15 minutes. Clerical and detectives will continue to have a one hour unpaid meal period. Detectives assigned to a ten (10) hours shift will have a thirty-minute paid meal period.

Shift hours of work will be assigned initially by the Chief of Police and within the specific needs of the department.

Advance notice of shift change shall be given 48 hours in advance by the Chief of Police, and any notice given less than 48 hours in advance will be paid at the overtime rate for the first shift.

Shift bidding practices for police officers and shift rotation shall continue to be based on classification seniority. Shift bidding in the communications division shall be determined in accordance with the current practice and such practices as the parties may subsequently agree

upon. The Chief of Police may alter seniority shift bid based on operational needs such as training, FTEP or supervisory considerations.

ARTICLE 7 – OVERTIME

7.1 Definition

Overtime includes any time worked either immediately before or immediately after the employee's regularly scheduled work shift. Overtime includes time worked by direction of a supervisor. Overtime shall be computed to the nearest one-quarter (1/4) hour. For the purpose of enhancing the Department's ability to work twelve (12) hour shifts, the FLSA 7(k) exemption is hereby adopted and a 28-day work period will be utilized to determine overtime liability.

7.2 Form of Compensation

Overtime shall be paid at one and one-half (1 1/2) times the employee's present hourly rate, or paid as compensatory time.

Except as provided below, overtime shall be paid on the actual overtime hours worked.

7.3 Court on Work Day

Court appearances and preparation for court outside regular shift hours on a regularly scheduled workday, not less than two (2) hours of overtime.

7.4 Court on Day Off

Court appearances and preparation for court on a regularly scheduled day off, not less than four (4) hours of overtime. All court dates cancelled with less than forty-eight (48) hours notice shall be compensated by the payment of two (2) hours at the employee's overtime rate.

Court appearances and preparation for court on a preapproved scheduled day off utilizing vacation, compensatory or holiday time will be compensated as a four (4) hour minimum of either overtime, or credit to the employee of the time off bank utilized. To be eligible for the minimum overtime the employee must exchange four (4) hours of their paid time off bank or the equivalent time off bank of the actual hours worked if in excess of four (4) hours.

To be eligible for overtime or a four (4) hour minimum time off bank credit under this section, employees may not schedule time off after receiving a subpoena, or notification, of a court related appearance for the same time and still be eligible for the four (4) hour minimum. If the employee elects to schedule time off under these circumstances, then the employee will be eligible for straight time compensation for only the actual time worked with no minimum.

7.5 Callout/Recall

Any callout or recall outside the normal work shift, not less than four (4) hours overtime.

7.6 Special Assignment on Work Days

Those employees who are required to attend meetings, or work assignments at times other than their normal work shift, but not considered an extension immediately prior to or immediately after the regularly assigned shift, shall be compensated for their time at the overtime rate with a minimum of two (2) hours on their scheduled work days.

7.7 Special Assignment on Day off

Those employees who are required to attend meetings, or work assignments on their regularly scheduled day off, shall be compensated at the overtime rate with a minimum of four (4) hours.

Meetings and work assignments on a pre-approved scheduled day off utilizing vacation, compensatory or holiday time will be compensated as a (4) hour minimum of either overtime, or credit to the employee of the time off bank utilized. To be eligible for the minimum overtime the employee must exchange four (4) hours of paid time off bank or the equivalent time off bank of the actual hours worked if in excess of four (4) hours.

To be eligible for overtime or a four (4) hour minimum time off bank credit under this section, employees may not schedule time off after receiving notification of a department meeting or work assignment for the same time and still be eligible for the four (4) hour minimum. If the employee elects to schedule time off under these circumstances, then the employee will be eligible for straight time compensation for only the actual time worked with no minimum.

7.8 Fees Forfeiture

Witness fees or other fees paid to the employees receiving pay for the same time shall be turned over to the City.

7.9 No Pyramiding

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

7.10 Canine Assignment

If the department assigns an officer to a canine assignment, the parties agree to bargain the wages and working conditions of the canine officer at that point in time.

7.11 Assignment of Overtime

When an overtime opportunity is foreseen and subject to being scheduled seventy two (72) or more hours in advance, the City will post the overtime opportunity for officers/sergeants/communications personnel to sign up for based on department seniority. Officers/sergeants/communications personnel may volunteer for overtime work in the employee's division by signing their name, with the date/time. Officer/sergeant/communications personnel may bump a less senior employee in the same division by signing up for the overtime. Forty eight (48) hours after the overtime opportunity was posted the supervisor will close the sign up and notify the senior employee on the list in a timely manner and assign the overtime to that person.

In the event an overtime opportunity remains unfilled, forty eight (48) hours prior to the start of the overtime shift a supervisor may assign the overtime regardless of seniority.

An employee voluntarily working overtime on a regularly scheduled time off, will be paid the actual hours worked at the overtime rate.

The City may deviate from this procedure to fill foreseen vacancies more than thirty (30) days in advance so long as the seniority principles of this Article 7.11 are adhered to.

7.12 Shift Trade

- a. Employees in the same classification who have successfully completed FTEP and/or who have been released as qualified to work independently without direct supervision in a solo status may trade shifts with written approval prior to the trade from the affected shift supervisor(s). For the purposes of this section, employees of the same classification would include Officers/Senior Officers and Communications Tech I/II, as being eligible for a shift trade.

Trades are at the sole option of the employees and for their personal convenience (that is, while the City may suggest a trade in a particular circumstance, each employee must be free to refuse to perform such work without sanction, justification or explanation). Employees who trade shall be solely responsible to reciprocate the trade. The City shall not record hours worked on a trade in the time or payroll records of the City; both employees' records of hours of work shall be maintained as if each employee worked the regular hours assigned, and shall be paid accordingly. In the event an employee who trades and works a shift for another employee in a holdover or callback situation, thereby working contractual overtime before or after the shift as provided for under the terms of this labor agreement, such overtime, call back or other appropriate compensation shall be paid to the employee who actually works the hours and shall not be "reciprocated" as part of the trade agreement.

Shift trades between supervisory and non-supervisory employees may be approved by the Chief of Police or his or her designee.

- b. Trades of a shift assignment and entire rotation do not constitute a shift trade under Article 7.12 (a) and occur under established practice.

7.13 Comp Time

This Agreement constitutes the parties' agreement regarding the use of compensatory time pursuant to 29 CFR § 553.23, *et seq.* Compensatory time will be accrued at the employee's regular overtime rate and paid at the employee's regular straight time rate. Compensatory time may be earned and taken off with the mutual agreement of the Chief of Police, Watch Commander or Communications Supervisor and the employee. Employees may accumulate up to eighty (80) hours of compensatory time.

- a. Upon separation from employment with the City, accrued compensatory time will be paid to the employee or heirs, whichever the case may be, at the final regular rate earned by the employee.
- b. Compensatory time will be taken off by the employee at times which do not disrupt operations or cause the City undue hardship or otherwise avoidable overtime expense. The City will, upon request, substitute cash and purchase the requested compensatory time off if an agreement to schedule requested compensatory time off within a reasonable time cannot be reached.

ARTICLE 8 – SENIORITY

8.1 Definition

Department seniority is determined by the continuous, uninterrupted length of an employee's full-time service with the Police Department. Classification seniority is determined by the continuous, uninterrupted length of an employee's full-time service within the classification, except as defined in Article 10.3. Employees promoted out of the bargaining unit maintain previously accrued department and classification seniority earned while in the bargaining unit.

8.2 Probationary Period

New employees shall serve an eighteen (18) month probationary period. Laterally hired employees who possess Oregon DPSST certification in their discipline shall serve a twelve (12) month probationary period.

At the sole discretion of the Chief of Police, probationary employees who are unable to perform their full duties during their probationary period may have their probationary period extended by the number of days they were unable to perform their full duties.

During the probationary period, employees may be laid off or terminated at the sole discretion of the City and without recourse to the grievance procedure provided by this Agreement. After completion of the probationary period, all seniority rights will be assigned based on the employee's date of hire.

8.3 Promotional Probation

Employees promoted within the bargaining unit shall be subject to a six (6) month probationary period. Those employees failing to successfully complete the promotional probationary period shall be returned to their former position within the bargaining unit without loss of department seniority defined in Article 8.1 or classification seniority in the lower classification, unless discharged for cause. An employee who fails to successfully complete the probationary period, shall not be discharged by the City without just cause.

8.4 Seniority List

The City will provide the Association with copies of the current seniority list for each classification when a change has occurred and a formal request is made.

8.5 Determining Senior Employee

In the event two (2) or more employees hold equal time in grade in any classification, the employee with the most continuous full-time service with the La Grande Police Department shall be deemed the senior employee.

Senior Officer and Police Officer, and Communications Technician I and II, are each single classifications for all purposes related to application of seniority.

ARTICLE 9 – GRIEVANCE PROCEDURES

9.1 Definition

A grievance is defined as a complaint that arises out of an alleged violation concerning the application or interpretation of this Agreement. Any complaint concerning past practices of the parties regarding mandatory subjects of bargaining would also constitute a grievance.

9.2 Grievance Steps

An employee, or the Association on behalf of an employee, having a grievance as defined above, shall follow the procedure set forth below. However, in cases involving discharge, demotion and suspension or reduction in pay for more than thirty (30) days, Steps 1 and 2 of this section may be bypassed, at the option of the grievant, and submitted directly to the City Manager. If the City Manager's decision is unacceptable to the grievant, the issue may be submitted to binding arbitration by the Association, as provided below.

Step 1 The employee shall orally present the grievance to the immediate supervisor within fifteen (15) workdays of the occurrence of the grievance. The employee and supervisor shall document the date their discussion occurred and its outcome.

Step 2 If the grievant is dissatisfied with the action of the immediate supervisor, the employee shall, within fifteen (15) workdays of supervisor's response, present a written grievance to the Chief of Police.

Said written grievance shall include the initial response from the supervisor, the original date of the grievance, a description of the issue, provisions of the contract alleged to have been violated, and the requested remedy. The Chief of Police will be responsible for receiving the written grievance and distributing it to the City's management team as determined by the Chief. The Chief will be responsible for gathering the management team to discuss the grievance and to hear the employee/Association on the matter. Such meeting shall be scheduled within fifteen (15) working days, or as soon as is practical thereafter, of the notice from the employee/Association. The purpose of this meeting is to allow the employee/Association an opportunity to explain their grievance to all parties at one time. The management team will provide a written response to the employee/Association within fifteen (15) working days of the meeting.

Step 3 If the employee/Association is not satisfied with the response provided above, within five (5) working days the Association shall request a hearing with the City Manager. The City Manager will be responsible for gathering the management team to discuss the grievance and to hear the employee/Association on the matter. Such hearing shall be scheduled within fifteen (15) working days, or as soon as is practical thereafter, of the notice from the employee/Association. The City Manager will provide a written response to the employee/Association within 15 (fifteen) working days of the hearing.

Step 4 If the employee/Association is not satisfied with the response provided by the City Manager, within fifteen (15) working days the City and the Association will attempt to select an arbitrator by mutual agreement. If they are unable to agree upon an arbitrator, the Association will request a list from the State Conciliation Service of a panel of thirteen (13) persons from Oregon, qualified to serve as the neutral arbitrator. Within thirty (30) days, the parties shall, in turn, consecutively strike one name from the list, the party striking first being chosen by lot, and the last remaining name on the list shall serve as the arbitrator; provided, if before the lots are drawn, either party objects to the entire list, a new list will be requested. Each party shall pay its own cost. The fees and expenses of the arbitrator shall be paid by the losing party as designated by the Arbitrator. The arbitrator's decision shall be final and binding upon both parties, but he/she shall have no power to alter in any way the terms of this Agreement or to impose on either party a limitation or obligation not explicitly provided for in this Agreement. The arbitrator shall be requested to issue his/her decision within thirty (30) days after conclusion of the proceedings.

9.3 Time Limit

In the event the employee/Association misses any time limits specified above, the dispute shall not be subject to the arbitration process and the decision of the Management Team shall be final and binding.

In the event the City fails to meet a time line, the grievance may then be pursued to the next step of the grievance process.

ARTICLE 10 – LAYOFF

10.1 Order of Layoff

In the event of a layoff for any reason, the employee shall be given fourteen (14) days notice. Employees shall be laid off in the inverse order of classification seniority in their classification. Any employee who is to be laid off, who has advanced to his/her present classification from a lower rank or classification in which he/she held regular employment, shall be eligible to bump the least senior employee in the lower classification based on department seniority. It is understood that pay and benefits earned will be those appropriate for the position in which the employee serves.

10.2 Call Back from Layoff

Employees shall be called back from layoff according to classification seniority in the classification from which the employee was laid off. No new employees shall be hired in any classification until all employees who have been laid off from that classification within the prior twenty four (24) months have been called back and have had an opportunity to return to work. Any laid off employee who is recalled by the City shall have five (5) days from receipt of notice sent by certified mail to the last address provided to the City by the employee in which to accept the assignment. The employee shall have two (2) calendar weeks from the date of notice of acceptance within which to report for work.

10.3 Maximum Layoff Period

Employees retain recall rights for twenty four (24) months. Thereafter, the employee's employment with the City will be considered severed and all seniority will be lost.

ARTICLE 11 – GENERAL PROVISIONS

11.1 Notice of Separation

Employees who intend to resign shall give a two (2) week written notification to the Chief of Police in order to resign in good standing.

11.2 Savings Clause

Should any provision of this Agreement be found by a court of competent jurisdiction to be in violation of any federal, State or City law, the remainder of the provisions of this Agreement shall be considered as severable and remain in full force and effect for the duration of this Agreement.

11.3 No Strike Clause

The Association agrees that no employees covered by this Agreement shall have any right to engage in work stoppage, slowdown, or strike, and that if any unauthorized or wildcat work stoppage, slowdown, or strike shall take place, it will immediately notify such employees so engaging in such unauthorized activities to cease and desist and shall publicly declare that such work stoppage, slowdown, or strike is illegal and unauthorized. Any employee engaging in any strike shall be subject to immediate dismissal by the City, without any right to any of the benefits provided for under this Agreement, provided, however, any such employee shall have the right to initiate and maintain a grievance pursuant to this contract if said employee is contending that he/she was not in violation of this provision of the contract.

11.4 Pay Periods

The hourly salary herein provided for shall be paid regularly within eleven (11) days of the end of each pay period, except that an employee may request a mid-pay period draw. Mid-month draws may be made up to 40% of monthly gross pay, less deductions required by law or authorized by the employee. The midmonth draw will be direct deposited into the employee's bank account.

11.5 Severance Benefits

Employees shall be entitled to all severance benefits as set forth in the Retirement Plan.

11.6 Personnel File

Employees will be entitled to examine their own personnel file at reasonable times and on request.

11.7 Parking

The City will provide parking permits to be used only for City business, as determined by the Chief/designee.

ARTICLE 12 – WAGES AND SALARIES

12.1 Wage Schedule

Employees covered by this Agreement shall be paid according to the Wage and Salary Schedule Addendum's to this Agreement.

Effective and retroactive to June 21, 2020, the Wage and Salary Schedule Addendum reflects a one-time two percent (2%) adjustment in the Sergeant and Communications Specialist positions' top wage rates.

12.2 Working Out of Classification

Any employee who is required to temporarily accept the responsibilities and carry out the duties incident to a position or rank senior to that of their regular rank for a continuous period of longer than ten (10) working days shall be paid a flat rate to reflect the appropriate salary schedule for the entire period so acting.

12.3 Payment for Working Out of Classification

Payment for working out of classification, including those assignments which are not senior in rank, will be made according to the following guidelines:

- a. An employee shall be paid at the entry level of the range of the position being filled, or if the employee's salary is equal to or greater than the entry-level salary, the employee will be paid five percent (5%) higher than their existing wage. Any employee who temporarily works in a management position for a continuous period of longer than ten (10) working days shall be paid five percent (5%) higher than their existing wage.
- b. No employee shall be reduced in pay on account of such temporary assignment.

12.4 Change or Establishment of a Position

If an existing position is materially changed or if the City establishes a new position within the Association, the parties agree that wage schedules established by the City for that position will be submitted to the Association for negotiations.

12.5 Incentives

Incentives will be in addition to base salary as follows:

- a. Employees with a college degree shall receive a salary adjustment of:

Associate Degree - 2%

Bachelor Degree - 4%

- b. If the certificate is not a job requirement, anyone with a DPSST Certificate shall receive the following incentive pay based upon top Senior Officer wage per hour:

Intermediate - 2%

Advanced - 4%

Management/Supervisory - 5%

- c. Employees will receive six percent (6%) additional pay while assigned and acting as a certified Field Training Officer.

12.6 Performance Increases

Salaries shall fall within the ranges as shown in the Addendums. An annual performance increase of four percent (4%) shall be granted to an employee on his/her anniversary/promotional date, if the employee's performance assessment rates their overall performance as fully competent or better, provided however, that in no event shall any employee's pay exceed the top of the appropriate pay range.

12.7 Special Assignments

Any police officer assigned to Detective for a period of one (1) month or more, shall receive an increase of five percent (5%) of current base salary as long as the person is so assigned.

12.8 Shift Differential

Dispatchers regularly scheduled to start a shift between 4:00 pm and 3:59 am shall receive an additional \$0.25 per hour for those shifts. Employees whose regularly scheduled shifts end time overlaps with these hours or who are called in early are not eligible for the Shift Differential.

12.9 Cost of Living Increases

Cost of living increases shall be administered in the following manner:

June 21, 2020: Salary schedule will be increased by 2.5%

June 21, 2021: Salary schedule will be increased by 2.0%.

June 21, 2022: Salary schedule will be increased by 2.0%.

Effective June 21, 2021, and June 21, 2022, the Wage and Salary Schedule for the Sergeant and Communications Specialist position top wage rates will be increased an additional 1%.

12.10 Retirement

The City will continue to participate in the PERS for police officers and no less of a retirement plan than is now in force for non-police officers. In each retirement program, employees are required to make their own contribution through automatic payroll deductions. Effective June 21, 2012, the City will pick up the six percent (6%) employee pre-tax retirement contribution of PERS participants, in accordance with PERS provisions, and shall make appropriate arrangements, including retirement plan amendments so that non-PERS participants in the bargaining unit contribute one percent (1%) pre-tax and the City will contribute thirteen percent (13%).

ARTICLE 13 – INSURANCE

13.1 Health/Dental/Vision

All employees, within thirty (30) days of employment, will participate in group hospitalization and medical plans adopted by the City. Coverage shall begin the first day allowable under the group policy in effect.

The City agrees to provide health insurance (medical, prescription, dental, and vision) to the bargaining unit. Employees and their eligible dependents shall be enrolled through CIS in the Co-Pay B plan with Rx4, alternative care rider, and VSP (24/24/24). Effective January 1, 2018 the VSP plan will change to (12/12/24). The premium for such insurance, effective at the execution of the agreement, shall be paid 90% by the City and 10% by the Employee, which will be based on a tiered premium structure effective January 1, 2018. All other programs will remain substantially the same as the benefits provided by the policy in effect at the time this contract is signed. The City recognizes that, if it seeks to alter the benefits provided by a change to a different program and/or carrier, that the Association shall have the right to reopen the contract. The City will give notice to the Association of any proposed changes in the benefit package by the insurance carrier or the City of La Grande within four (4) days of receiving such proposals from the carrier. The Association shall give written notice of its desire to reopen the contract within fourteen (14) days of the receipt of this notice. The Association's right to reopen the agreement shall be limited to the issue of health insurance benefits.

The City will enroll full-time employees employed on June 21, of each year in a Health Reimbursement Account, which may be HRA VEBA, an individualized city HRA VEBA which is privately administered, or a plan administered by a private plan administrator. A contribution will not be made to a new employee's HRA VEBA until they have successfully completed six (6) months of employment, at which time the employee will receive a pro-rata contribution to the HRA VEBA, based on their hire date. The City will contribute to the HRA VEBA on behalf of employees as follows:

- a. Effective and retroactive to July 1, 2020, \$500 for employees enrolled in medical insurance as single; \$1000 for employees enrolled in medical insurance as two-party; and \$1,500 for three or more insured.

- b. On or about July 1, 2021, \$500 for employees enrolled in medical insurance as single; \$1000 for employees enrolled in medical insurance as two-party; and \$1,500 for three or more insured.
- c. On or about July 1, 2022, \$500 for employees enrolled in medical insurance as single; \$1000 for employees enrolled in medical insurance as two-party; and \$1,500 for three or more insured.

13.2 Life Insurance

The City shall provide \$25,000.00 of life insurance covering employees against both occupational and non-occupational related deaths. The City will provide payroll deduction for employees who wish to obtain spouse coverage under this plan at no expense to the City.

13.3 Disability Insurance

The City shall provide disability insurance for employees covered under this contract. The “maximum insured earnings” for each employee shall be his/her actual salary, but not to exceed \$2,500 per month. The “maximum benefit” any employee shall receive upon becoming disabled (as determined by the insurance carrier) shall not exceed 60% of his/her actual salary or \$1,500 per month (60% of \$2500), whichever is less.

13.4 Air and Ground Ambulance Membership

The City shall provide an Air and Ground Ambulance Membership for all full-time employees and their household. New employees will receive this benefit on a pro-rated basis beginning when the employee has successfully completed six (6) months of employment. Memberships will be for the period of July 1st through June 30th annually.

13.5 Health Insurance Coverage After Termination of Employment

This coverage will be provided to only those Employees hired prior to July 1, 2002, who retire and can meet age limits and continuous service requirements as outlined below.

For the purposes of this section, the word “employee” will designate a terminated employee.

- a. The City shall continue coverage, as described in Section 13.1 above, for the employees and their dependents who resign their employment and can meet the continuous service and age requirements below:

<u>CONTINUOUS SERVICE</u>	<u>MINIMUM AGE</u>	<u>COVERED PERIOD</u>
20 Years	55	First 3 Years
25 Years	50	First 5 Years

- b. Such employee must be enrolled in the same plan as provided to other employees, and if an additional premium cost is required, they shall remit payment as instructed by the City’s Finance Office.

- c. If an employee, who has at least thirty (30) years continuous service with the City and is covered under the above program, dies before the end of the five-year period, as stated in Section 13.4a above, the City shall continue coverage for the employee's surviving dependents for the remainder of the five-year period as allowed by the City's plan or in the alternative, will provide a subsidy for the surviving dependent(s) not to exceed what the City would pay as set out in 13.1 above.

However, coverage may be discontinued as described in Section d below, for the surviving spouse during the remainder of this five-year period.

- d. All coverage, as outlined in this section, shall be discontinued when but not limited to:

- (1) Medicare

- The employee shall be responsible for notifying the City when the employee and/or spouse become eligible for Medicare.

- (2) Other Employment

- The employee becomes employed by another employer who provides employer paid health insurance. Notifying the City of other employment and availability of other insurance shall be the responsibility of the employee.

- (3) Death

- Employee dies and spouse remarries and has coverage available through new spouse. Spouse can continue with coverage if she/he does not remarry, but notification to the City of employee's death and desire to continue or discontinue coverage shall be the responsibility of the spouse.

- (4) Divorce

- Employee and spouse divorce.

- (5) Delinquent Payments

- Employee or spouse becomes delinquent with payments as defined in Section 13.4b above.

- d. Nothing in this Section shall be construed as reducing the obligation of the City under Federal law, COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985), to provide a temporary extension of group health coverage or under ORS 243.303 to make retiree health care insurance available to retirees.

ARTICLE 14 – EDUCATION INCENTIVE PROGRAMS

14.1 Criteria

For the purpose of encouraging employees to pursue formal education, actual costs for job-related educational courses taken with prior written approval of the Chief of Police will be paid by the City, pursuant to the following criteria:

- a. Only regular full-time non probationary employees, who have been employed for at least eighteen (18) months, will be eligible;
- b. Payment shall be limited to six (6) credit hours per quarter. If an employee is receiving funds from other educational programs (such as grants or scholarships) that are less than the cost of six (6) credit hours and the employee desires to use the full six (6) credit hours, then City will pay the difference between the other funds and the cost of six (6) credits;
- c. For a maximum of six (6) credit hours, payment shall apply to tuition, fees, textbooks or course-related requirements only;
- d. Courses must be taken from a recognized and accredited college or university;
- e. Payment will be made only for those courses for which the student receives a grade of "C" or better; and
- f. In the event the employee does not present appropriate evidence of a grade of "C" or better, the employee will be responsible to repay expenses incurred by the City.
- g. In the event multiple employees choose to utilize the Education Incentive Program, the City shall distribute evenly the budgeted amount up to six (6) credits per employee.
- h. Employee will not be compensated for their time spent in class or any class related activities, including all course work.

14.2 Notification of Intention to Attend School

For budgeting purposes, employee must notify the Chief of Police by February 15th, of intention to attend school.

14.3 Availability of Funds

The education incentive program is limited by the availability of budgeted funds for this program; however, the City agrees to budget a minimum of \$3,000 per fiscal year during the term of this Agreement.

ARTICLE 15 – SAFETY AND EQUIPMENT

15.1 Authorized Uniforms, Vests and Footwear

Uniforms required to be worn by Police Department employees shall be furnished by the City and will be replaced on an "as needed" basis.

Ballistic vests for patrol personnel and footwear for all personnel are considered to be part of the uniform.

One pair of footwear for duty use only shall be furnished as needed by the City not to exceed two hundred fifty dollars (\$250.00) for uniformed employees. Such footwear will be approved by the

Chief of Police in advance, and paid at a rate that is usual, customary, and reasonable for the type of footwear to be a uniform item used as such.

15.2 Cleaning, Alteration and Repair of Uniform Allowance

Expenses incurred in the cleaning, alteration and repair of all uniforms will be absorbed by the City at the rate of \$35 per month; except, however, the Chief of Police may, at his/her discretion, allow additional sums to be paid for cleaning expenses when additional cleaning, alteration and repair of uniforms is required because of extraordinary circumstances.

15.3 Clothing Allowance

Any police officer assigned to Investigations required to wear, full-time or very nearly full-time, non-issue clothing in the course of their duties for a period of one (1) month or more, shall be compensated at the rate of \$25.00 per month. Clothing allotment payments shall be made each pay period and shall be included as part of the employee's salary. Clothing allowance will be prorated, based upon the assignment.

ARTICLE 16 – VACATION

16.1 Accrual

Full-time employees shall accrue vacation at the following rates:

<u>Years of Service</u>	<u>Hours Per Month</u>	<u>Days Per Year</u>
1 through 4	8.00	12
5 through 9	10.00	15
10 through 14	13.33	20
15 through 19	15.33	23
Over 20	16.67	25

Employees may begin taking accrued vacation leave after one (1) year of employment.

16.2 Scheduling

Priority for vacation time shall be on the basis of department seniority within the operations and communications divisions. However, if an employee chooses to take vacation during more than one period of time, seniority may not be exercised as to a second or subsequent vacation period until all other employees with less seniority have had an opportunity to request a vacation.

16.3 Termination or Death

After an employee has served with the City for twelve (12) months, he/she will be entitled to cash compensation in lieu of vacation leave, if employment is terminated. In case of death, compensation will be paid to the employee's beneficiary as designated on his/her City life insurance policy.

16.4 Maximum Accrual

Employees will be permitted to carry over unused vacation time equivalent to the annual vacation allowance earned by the employee in the preceding calendar year. This carry-over of vacation time will not exceed carry-over of two (2) years without prior approval of the City Manager.

ARTICLE 17 – HOLIDAYS

17.1 Recognized Days

The following holidays shall be designated as official holidays and shall be observed in accordance with State law and this contract:

2 Floating holidays	
Independence Day	July 4
Labor Day	Actual Day
Veterans Day	Actual Day
Thanksgiving Day	Actual Day
Day after Thanksgiving	Actual Day
Christmas	Actual Day
New Year's Day	Actual Day
Martin Luther King's Day	Actual Day
Presidents' Day	Actual Day
Memorial Day	Actual Day

Clerical employees and detectives will receive the above listed holidays and will generally be scheduled off on these days.

Two (2) "Floating" Holidays as sixteen (16) hours will be credited to the employee's floating holiday bank on the first day of each contract year, pro-rated for less than full time employees and for new employees. If not used the holiday will not carryover to the next contract year. (Note: one of the "Floating" Holidays was added when the Article 18.3 Non-Utilization Incentive was eliminated.)

17.2 Day in Lieu

Police Officers and Dispatchers shall receive twelve (12) days off in lieu of holiday pay, which shall accrue at the rate of eight (8) hours on the day in which the official holiday is observed per contract. Holiday time may be taken by the employee as it accrues.

17.3 Holiday Pay

Employees who work on a holiday shall be paid time and one-half for the hours worked that day. Employees may request the half time in compensatory time.

17.4 Scheduling

Employees will be allowed to use their accrued holiday time at their discretion, with their supervisors' approval, with the following exception: when using the time causes additional overtime on a designated official holiday.

17.5 Payment

Prior to the end of the fiscal year, with the approval of the Chief of Police, a request for cash payment of holiday time accrued may be submitted. No employee shall be allowed to accrue more than eighty (80) hours of holiday time. Any time accrued over eighty (80) hours will automatically be paid.

An employee will be entitled to cash payment for uncompensated accrued holidays if employment is terminated. In case of death, compensation will be paid to the employee's beneficiary as designated on his/her City life insurance policy.

17.6 No Pyramiding

The City will not pay twice for the same hours.

ARTICLE 18 – SICK LEAVE

18.1 Accrual

Sick leave shall be earned by each regular or probationary full-time employee in the Police Department at the rate of eight (8) hours for each full month of employment. Sick leave may be accumulated to a total of not more than 960 hours. With approval of the Chief of Police, probationary employees who have completed six (6) months of service may use sick leave.

18.2 Utilization

An employee on a ten (10) hour shift who utilizes a sick day shall use ten (10) hours of sick leave. An employee on a twelve (12) hour shift who utilizes a sick day shall use twelve (12) hours of sick leave.

Upon notification to their immediate supervisor, employees may use accrued sick leave for any purpose set forth in the Sick Leave Addendum to this Agreement.

In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor or watch commander according to department policy.

18.3 Non-Utilization Incentive

The Association reserves the right to re-open 18.3 if sick leave law 653.601 is amended or interpreted to allow attendance/sick leave incentive programs so as not to place a substantial financial burden on the City.

18.4 Leave Without Pay

Employees unable to perform their normal duties because of illness and/or disability, after using all accumulated sick leave, may be granted a leave without pay, not to exceed three (3) months, upon approval by the City Manager; such leave may be extended for up to an additional three (3) months upon request of the employee and approval by the City Manager.

18.5 Reemployment

An employee who is re-employed within twenty four (24) months following a layoff or a leave without pay, shall have reinstated sick leave credits accrued during the previous continuous employment.

18.6 Resigning Employees

Employees who are resigning may be required to provide a doctor's verification for sick time used in excess of one (1) day per workweek during the end period of employment. Misuse of sick leave time during this period of time shall be cause for termination.

18.7 Integration with Workers' Compensation

Regular or probationary full-time employees who are injured on the job, and such injury prevents said employee from performing his/her normal duties or other duties assigned by his/her superior, and who is receiving Worker's Compensation, shall be paid the difference between his/her normal salary net after taxes and the amount paid by Worker's Compensation Insurance for a period of up to, but not exceeding, sixty (60) calendar days from the date of injury leave. After sixty (60) calendar days from the date of injury leave, the employee may use his/her accrued compensatory time, sick leave, holiday pay and vacation pay in that order for a maximum period of six (6) months; after which time the employee may supplement Worker's Compensation payments with disability insurance payments. Any payments so due the employee after the expiration of six (6) months from the date of injury leave will be paid by the City in the event of permanent disability. In the event the employee is not receiving Worker's Compensation, but is unable to work because of injury or illness, leave may be requested for such period as the City and the employee believe a probability exists that the employee will be able to return to the former position. In the event of an on-the-job injury or accident resulting in loss of time beyond that required for immediate medical attention, such employee may be required to be examined by a licensed physician approved by the City. Any on-the-job injury or accident must be reported to the employee's immediate supervisor within twenty four (24) hours after said injury or accident.

ARTICLE 19 – OTHER LEAVES

19.1 Compassionate Leave

In the event of a death in the immediate family (husband, wife, domestic partner, mother, father, stepparent, son, daughter, stepchild, grandchild, sister, brother, father-in-law, mother-in-law, grandparents, grandparents-in-law, sister-in-law, brother-in-law, step siblings), a maximum of seven (7) days of sick leave may be used per family member's death. Time off taken for the death of an immediate family member will be in accordance to OFLA.

In the event of an illness or disability in the immediate family requiring the assistance of the employee, then:

- a. A maximum of four (4) days of sick leave may be used for each occasion within the State of Oregon, unless an extension is granted by the Chief of Police.
- b. A maximum of five (5) days of sick leave may be used for each occasion outside of the State of Oregon, unless an extension is granted by the Chief of Police.

19.2 Military Leave

Military leave will be granted in accordance with State and Federal statutes.

19.3 Family Medical Leave

Family medical leave will be granted in accordance with State and Federal statutes.

19.4 Jury Duty

An employee shall be granted a leave of absence with pay for service with a jury. The jury duty compensation paid to the employees receiving pay for the same time by the courts shall be turned over to the City.

19.5 Leave Without Pay

Time spent on authorized leave without pay will not count as a part of continuous service; however, employees returning from such leave shall be entitled to credit for service prior to the leave as herein above provided. Employees on leave without pay will not earn benefits.

Any employee who has been granted a leave and who, for any reason except sickness or physical disability, fails to return to work at the expiration of such leave, shall be considered as having resigned his/her position with the City, effective the date his/her leave commenced.

ARTICLE 20 – MILEAGE, MEALS AND LODGING

20.1 Use of Personal Vehicle

When an employee is required to utilize a personal vehicle in the performance of official City duties, compensation shall be at the IRS mileage rate.

20.2 Meals and Incidental Expenses

When an employee is traveling on City business that does not require an overnight stay, the City shall reimburse the employee based on detailed receipts for actual expenses incurred for meals and incidentals in an amount not to exceed the current Federal Per Diem Rate in effect for the location. Payments made shall be subject to the Internal Revenue Service rules regarding travel.

When an employee is traveling on City business that requires an overnight stay, the City will provide the employee with per diem reimbursement for meals and incidentals for the trip at the current Federal Per Diem Rate in effect for the location. Within 30 days of the

employee's travel, the employee must submit an expense report that must include: the date, time, and place of travel; the business necessity for the travel; a listing of meals provided as part of the conference or training that are included in the registration and paid for by the City; and expenses paid for which the employee is requesting reimbursement. (e.g., mileage, lodging if not prepaid by the City, or other expenses other than meals and incidentals that would be paid for by the employee as part of the per diem allowance). Per Diem payments shall not be made in advance of the travel unless approved in writing in advance by the City Manager in the case of a demonstrated financial hardship on the part of the employee.

When attending professional conferences approved by the Department Director or City Manager, the City can approve the payment of the actual cost of conference meals that exceed the Per Diem for the employees and no per diem will be paid for those meals.

20.3 Lodging

Where possible, the City will establish direct billing relationships with lodging providers and pay the authorized lodging costs directly. If the City does not have direct billing in a location, the City will attempt to pay for the lodging in advance using a City credit card if the employee does not have a City issued credit card. If payment cannot be arranged prior to the travel and upon the request of the employee, the City will approve a travel advance for the cost of the lodging only. The City Manager can approve payment for lodging in excess of the daily Per Diem rate if such approval is in the best interest of the City.

20.4 Expense Voucher

Employees will be furnished travel expense report vouchers to be returned with receipts for lodging, meals, conference schedule/agenda, and all other expenses within 10 business days of return to work. Reimbursements will not be made if detailed receipts are not provided. Detailed receipts are not required for meals and incidentals associated with overnight travel for which the employee is paid a Per Diem.

20.5 City Credit Cards

Employees may request a City credit card be issued with their name for such expenses.

ARTICLE 21 – TERM OF AGREEMENT

This Agreement shall be effective as of June 21, 2020, and shall remain in effect until June 20, 2023. This Agreement shall automatically be renewed from year to year thereafter unless one of the parties notifies the other of their intent to negotiate a successor Agreement by September 5, 2022. Upon notification the parties will meet and bargain contract language changes proposed by either side. The parties may deviate from this bargaining schedule by mutual agreement. The terms of this Agreement shall only apply to those employees employed on the effective date of the Agreement and thereafter.

EXECUTION OF AGREEMENT

This Agreement is executed on the 2nd day of July 2020, by and between the City of La Grande and the La Grande Police Association.

FOR THE CITY



Robert A. Strobe, City Manager

FOR THE ASSOCIATION

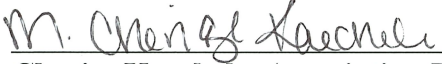


Ryan Miller, Association President

ATTEST



Kayla Rock, City Recorder



Cherise Kaechele, Association Treasurer



Shaun Gridley, Bargaining Team Member

ADDENDUM 1 – PERMISSIBLE USES OF SICK LEAVE

Employees are entitled to use paid sick leave under Article 18.2 of this Agreement for the following purposes:

- For an employee's or family member's mental or physical illness, injury or health condition or need for medical diagnosis of these conditions or need for preventative medical care.
- To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of a mental or physical disability.
- To care for a family member with a serious health condition.
- To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee's job.
- To care for a child of the employee who is suffering from a non-serious illness, injury or condition.
- To deal with the death of a family member by attending the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
- To seek medical treatment, legal or law enforcement assistance, remedies to ensure health and safety, or to obtain other services related to domestic violence, sexual assault, harassment or stalking incidents to the employee or employee's minor child or dependent.
- To donate accrued sick leave to another City employee.
- For certain public health emergencies including closure by a public official of the employee's place of business, school or place of care of the employee's child, or a determination by a public health authority or health care provider that the presence of the employee or family member presents a health risk to others.

ADDENDUM 2 – WAGE SCHEDULE EFFECTIVE 6/21/2020

POSITION	ENTRY	TOP	INCENTIVES
	MONTHLY	MONTHLY	
Clerk Receptionist	\$2338	\$3160	
Secretary	\$3034	\$3863	
Enforcement Officer	\$2939	\$3749	
Communications Tech I	\$3028	\$3670	
Communications Tech II	\$3212	\$4057	
Communications Specialist	\$3672	\$4629	
Police Officer	\$3974	\$5078	
Senior Police Officer	\$4059	\$5381	
Sergeant	\$4405	\$5928	
Associate Degree	2% of Base Salary		
Bachelor Degree	4% of Base Salary		
Intermediate DPSST Certification	\$0.62		
Advanced DPSST Certification	\$1.24		
Management/Supervisory DPSST Certification	\$1.55		

ADDENDUM 2 – WAGE SCHEDULE EFFECTIVE 6/21/2021

POSITION	ENTRY	TOP	INCENTIVES
	MONTHLY	MONTHLY	
Clerk Receptionist	\$2385	\$3224	
Secretary	\$3094	\$3940	
Enforcement Officer	\$2998	\$3824	
Communications Tech I	\$3089	\$3744	
Communications Tech II	\$3276	\$4139	
Communications Specialist	\$3746	\$4768	
Police Officer	\$4053	\$5179	
Senior Police Officer	\$4140	\$5488	
Sergeant	\$4493	\$6105	
Associate Degree			2% of Base Salary
Bachelor Degree			4% of Base Salary
Intermediate DPSST Certification			\$0.63
Advanced DPSST Certification			\$1.26
Management/Supervisory DPSST Certification			\$1.58

ADDENDUM 2 – WAGE SCHEDULE EFFECTIVE 6/21/2022

POSITION	ENTRY	TOP	INCENTIVES
	MONTHLY	MONTHLY	
Clerk Receptionist	\$2433	\$3288	
Secretary	\$3156	\$4019	
Enforcement Officer	\$3058	\$3900	
Communications Tech I	\$3151	\$3819	
Communications Tech II	\$3342	\$4221	
Communications Specialist	\$3821	\$4911	
Police Officer	\$4134	\$5283	
Senior Police Officer	\$4223	\$5598	
Sergeant	\$4583	\$6289	
Associate Degree			2% of Base Salary
Bachelor Degree			4% of Base Salary
Intermediate DPSST Certification			\$0.64
Advanced DPSST Certification			\$1.29
Management/Supervisory DPSST Certification			\$1.61