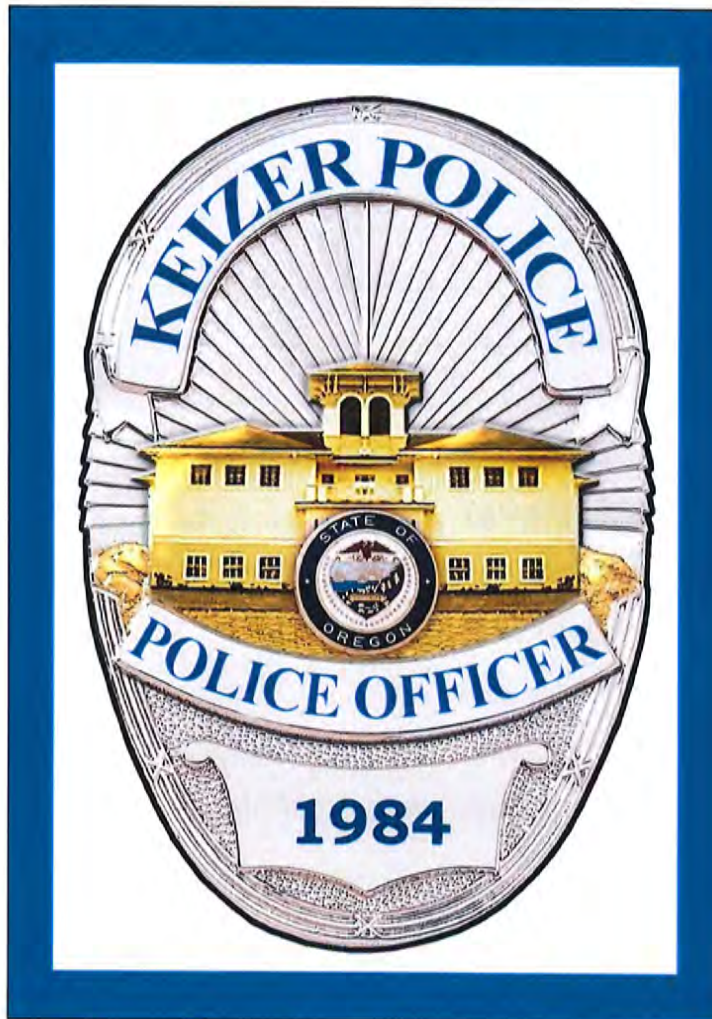


COLLECTIVE BARGAINING AGREEMENT



CITY OF KEIZER

And

KEIZER POLICE ASSOCIATION

SERGEANTS

2024 through June 30, 2026

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PREAMBLE

This Collective Bargaining Agreement, hereinafter referred to as the "Agreement," is entered into by the City of Keizer, Oregon, hereinafter referred to as "City" and the Keizer Police Association, (for the Sergeant Bargaining Unit), hereinafter referred to as the "Association."

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits and other conditions of employment and the establishment of an equitable and peaceful procedure for the resolution of disputes.

ARTICLE 1 – RECOGNITION

Section 1.1 Exclusive Representation

The City recognizes the Keizer Police Association, hereinafter referred to as the "Association" as the exclusive collective bargaining agent for matters concerning direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures, and conditions of employment for all regular employees in the following classifications:

A. Sergeants

Section 1.2 Spouses and Domestic Partners

For the purposes of this Agreement, where insurance benefits are extended to "spouses," domestic partners shall be considered "spouses." Additionally, other types of benefits, such as sick leave pay and FMLA/OFLA benefits to care for a member of the employee's immediate family, are extended to domestic partners. Whenever the term "domestic partner" is used in this Agreement, it will be defined as an individual of the same or opposite sex who lives with the employee and has fulfilled the requirements contained in and completed the "Affidavit of Domestic Partnership" form which is available from Human Resources. Domestic partners that have fulfilled the requirements set forth in this form will be eligible for all benefit insurance options available to "spouses", as well as other benefits extended to domestic partners under this Agreement. Employees are obligated to promptly notify the Chief of Police and Human Resources when domestic partnerships begin and end in situations for which they are eligible to receive insurance or other types of City benefits.

Section 1.3 New Classifications

When any new classification not listed in Section 1.1 above is established by the City and assigned to the bargaining unit, the City shall designate a pay rate for the new classification. The City shall then notify the Association in writing of the pay rate and furnish the Association with a copy of the new classification specification. In the event the Association does not concur with the pay rate, the Association shall notify the City in writing of such within fourteen (14) days of its receipt

of the City notice. The City is not precluded from hiring the new classification upon notice to the Association, and the City acknowledges any bargaining obligations.

Pursuant to ORS 243.698, if after ninety (90) days of negotiations the parties have not resolved the issue, an arbitrator shall be mutually agreed upon or selected in accordance with the procedure established in Section 15.1, Step Four, except the arbitrator shall be bound by the applicable provisions of ORS 243.746. Any higher pay rate negotiated with the Association or obtained through an arbitration decision must be paid retroactively to the employee's date of hire, along with any additional overtime pay that was earned during that time. Nothing contained herein shall be construed to limit the City's ability to create or combine job classifications.

In the event the City intends to establish a new classification within the Keizer Police Department, hereinafter referred to as the "Department," and outside the bargaining unit, the City will notify the Association in writing of its intentions; will provide a copy of the classification description; and, if requested to do so, will discuss with the Association whether the classification should be a bargaining unit position. If the parties are unable to agree, the dispute will be resolved under the Public Employee Collective Bargaining Act (PECBA) unit clarification procedures before the Employment Relations Board (ERB).

ARTICLE 2 – MANAGEMENT RIGHTS

Section 2.1 Management Rights

Subject to the requirements of the PECBA relating to the obligation to bargain, the City retains all the customary, usual, and exclusive rights connected with the responsibility to manage the affairs of the Department. The City shall retain the exclusive right to exercise all the customary functions of management, including but not limited to:

- A. Determine the specific programs and services offered by the City, and the methods, means and facilities by which they shall be effectuated.
- B. Determine the size, nature and qualifications of the work force, to assign duties and equipment, to direct and evaluate the employees in the performance of their work assignments.
- C. Develop work rules and operating procedures not inconsistent with this Agreement.
- D. Promote, transfer, lay-off, discipline, demote and discharge employees.

Section 2.2 Subcontracting

The City shall notify the Association in writing when it appears reasonably probable that the City will subcontract work currently performed by the bargaining unit. In the event the Association demands to bargain over the decision and/or impact of the subcontracting of bargaining unit work within fourteen (14) calendar days in accordance with ORS 243.698, the City will negotiate regarding the decision and/or impact of subcontracting. Negotiations shall continue for no longer than ninety (90) calendar days from the receipt of the City's written notice. If not settled after ninety (90) days, the issue will be submitted to an arbitrator who shall be mutually agreed upon or selected in accordance with the procedure established in Section 15.1, Step Four. The arbitrator shall be bound by the applicable provisions of ORS 243.746.

Section 2.3 Volunteer Utilization

- A. Reserves, Cadets and other volunteers may be used to perform police related tasks and auxiliary functions as determined by the Chief of Police, including but not limited to providing law enforcement services at public events and providing law enforcement related services not restricted by Section 2.4.
- B. The City may utilize Reserve Police Officers or Cadets to perform the following duties without violating Section 5.3, Overtime, or Section 2.4, Work Preservation:
 - 1. Prisoner supervision and transports.

2. Police Officer Custody (POC) supervision and transports.
 3. Selective enforcement details, provided the City has afforded the opportunity to Association members.
 4. Crime scene security, provided the City has afforded the opportunity to Association members.
 5. School event security, provided the City has afforded the opportunity to Association members.
 6. Selective enforcement details such as holiday residential patrol, vacation checks, Christmas lighting routes, disabled parking violation checks, residential security checks, or similar duties customarily performed by Reserve Police Officers or Cadets, consistent with past practice.
 7. Search and rescue operations.
 8. Any other duties mutually agreed between the City and the Association. Nothing in this Section prevents Reserve Police Officers or Cadets from performing their primary duties, supplementing the Patrol Division or furthering their own experience as outlined in the Department Policy and Procedures Manual.
- C. In addition, other volunteers may be utilized, consistent with past practice, to perform data entry, property and evidence functions, vehicle fleet maintenance and miscellaneous support staff services.

Section 2.4 Work Preservation

Reserves, Cadets and other volunteers will not be utilized to replace bargaining unit employees in the performance of their primary and customary job responsibilities, nor take away overtime opportunities other than those instances described in Section 2.3.

ARTICLE 3 – ASSOCIATION RIGHTS

Section 3.1 Association Activities

Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of the Association. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any employee organization because of their exercise of their rights.

Section 3.2 Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, union affiliation, disabled status, political affiliation or other protected status or protected activity in accordance with applicable law. Nothing in this Section shall prohibit the City from establishing bona fide occupational criteria.

Section 3.3 Negotiations

The composition of the Association's negotiating team shall be determined by the Association. Not more than three (3) employees shall be permitted to attend negotiating meetings with the City's representatives as part of the Association's negotiating team without loss of pay relative to securing Agreement renewal, to the extent that such meetings are scheduled during the duty hours of the members so attending. Negotiating team members who are on duty for all or a portion of any negotiating session, if any, must be assigned to different shifts or be from different units of the Department. The date, time and place for negotiating sessions shall be established by mutual agreement between the parties. Employees shall notify their shift supervisor as soon as possible in advance of their expected absence for the purpose of this Section. Such absences shall not hamper the normal operations of the Department and the City shall not incur any liability for overtime pay under the provisions of this Section.

Section 3.4 Grievances

The City also agrees to allow time off without loss of pay for employees directly involved in meetings under the Grievance Procedure in Article 15. No more than two (2) employees shall be off without loss of pay for this purpose at any one time.

Section 3.5 Association Membership

Membership or non-membership in the Association shall be the individual choice of employees covered by this Agreement.

Section 3.6 Check-off

The City agrees to deduct bi-weekly Association membership dues from the pay of employees covered by this Agreement who are members of the Association. Dues will be automatically deducted from the pay of bargaining unit employees who are Association members starting with their 30th day of employment. The Association agrees to notify the Human Resources Director as soon as practicable when an employee elects to opt out of membership in the Association. Written authorization may be by email.

Section 3.7 Bulletin Boards

The City agrees to allow wall space, not to exceed three (3) feet by four (4) feet, for a bulletin board within the Department to be used exclusively by the Association for the posting of notices and other information relating to Association activities, meetings and other matters of legitimate interest to Association members. In the event items are posted on the bulletin board that do not fall within this description, or items are posted that violate the City's anti-harassment/discrimination prohibitions or other legal restrictions, the City will notify the Association and request removal.

Section 3.8 Right of Access

Subject to the due process provision of this Agreement, Association representatives and agents of the Association shall have the right to reasonable access to the Department for the purpose of investigating grievances and other business related to the representation of employees for the purpose of employment relations. Prior to admittance to the non-public areas of the Department, the Association representative and/or agent of the Association shall obtain permission from the senior, non-bargaining unit member (supervisor) on duty at the time the request is made. Prior to gaining access, the Association or agent of the Association shall advise the duty supervisor of the purpose of the visit, approximate length of time required and the name of the person(s) to whom he or she wishes to speak. Such permission shall not be unreasonably withheld and, if withheld, the reasons for the withholding shall be given to the Association agent or representative at that time. Association representatives and agents shall not unreasonably interfere with an employee's work. This Section is not intended to be used for membership drives or recruiting of new members.

Section 3.9 Use of Buildings

The Association may use, in accordance with established City rules applicable to other groups within the community, City facilities during employees' non-work hours (as defined in this Agreement) for Association meetings, provided such space is available. Request for use of facilities within the Department shall be approved by the Chief of Police or designee. Such meetings shall not be permitted for Association organizing activities or membership drives of City employees.

Section 3.10 Association Meetings

Association members shall be permitted to attend regular monthly membership meetings on duty time. On-duty members will be expected to respond to their duty responsibilities during membership meetings. Except for emergency meetings, the Association agrees to schedule these meetings during non-peak periods of the Department's business and such Association meetings shall not conflict with the regularly scheduled Department briefing periods. Members attending Association meetings on duty will limit their attendance to one (1) hour.

Section 3.11 Association Business

The Association agrees that the Chief of Police will be notified in writing of the members of the Association selected to serve as official representatives. The Association agrees that Association business shall not interfere with the operations of the Department or the police duties of certified Association representatives.

Association representatives will be allowed reasonable time on duty for Association activities without loss of pay consistent with applicable law including when attending meetings relating to the processing of grievances as provided within this Agreement. Such absences shall not hamper the normal operations of the Department and the City shall not incur any liability for overtime pay under the provisions of this Article. Any concerns related to reasonable use of time for on duty Association activities will be addressed through labor management meetings.

ARTICLE 4 – CITY SECURITY

Section 4.1 No Strike

During the term of this Agreement, there will be no strike, slowdown or recognition of any picket line while in the performance of official duties. For purposes of Section 4.1, “strike” means an employee’s refusal in concerted action with others to report for duty, or the employee’s willful absence from the position of the employee, or stoppage of work by the employee, or absence of the employee in whole or in part from the full, faithful or proper performance of the duties of employment of that employee for the purpose of inducing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment. In the event of a violation of this provision by the Association, or employees in the bargaining unit, the City may discipline for such cause, including discharge of any employee involved in such activity either on a uniform or selective basis. Nothing in this Agreement shall preclude recourse by the City to such other legal or equitable remedies as may be available to it.

Section 4.2 Productivity

The parties to this Agreement recognize that delivery of essential municipal services, in the most efficient and effective manner, is of paramount importance and interest to the City and the Association. In return to the City for the wage rates and conditions herein provided and consistent with the principle of a fair day’s work for a fair day’s pay, the Association pledges agreement with the objective of achieving the highest level of employee performance and efficiency, safety, good health and sustained effort. The parties may agree to meet at mutually convenient times to discuss means of increasing Departmental productivity.

ARTICLE 5 – WORKING CONDITIONS

Section 5.1 Definitions and Hours of Work

A. Definitions: The following definitions apply to Article 5:

1. The terms *regular shift*, *regularly scheduled work shift*, *regular work schedule* and *regularly scheduled workday* refer to those shifts, hours and days the employee was assigned to work as they appear on the master schedule.
2. The term *scheduled days off* refers to those days an employee was not assigned to work as they appear on the master schedule.
3. The term *regular business hours* refers to the workdays and hours Monday through Friday, 0800 to 1700.

B. Regular Hours: The regular hours of work each day shall be consecutive except for interruptions for rest periods and unpaid meal periods. For employees working 5/8, 4/10, Community Response Unit schedules or utilizing Flex Time, the workweek shall commence at midnight (0000 hours) on Monday and end at 2359 hours on Sunday.

C. Regular Work Schedules: All employees shall be assigned a regular work schedule. The City and the Association have recognized the following regular work schedules for employees in the bargaining unit:

1. Modified Louisiana Plan Schedule: This schedule shall consist of a consecutive twelve (12) hour and 20-minute workday. This work schedule shall consist of two (2) consecutive workdays followed by two (2) consecutive days off, three (3) consecutive workdays followed by two (2) consecutive days off, two (2) consecutive workdays followed by three (3) consecutive days off. Day Shift shall be 0650 to 1910 hours. Night Shift shall be from 1850 to 0710 hours. This schedule includes time for shift preparedness, assigned duties, and for attending briefings at the start and end of shifts.
2. Patrol Overlap Schedule: The overlap shift is a patrol shift, normally assigned to the night shift team, with a temporary start time as early as 1400 hours as determined by the night shift supervisor. No employee may be involuntarily assigned to an overlap shift without fourteen (14) days written notice. Employees assigned to an overlap shift without such notice will be paid overtime for hours worked outside their previously scheduled shift during the fourteen (14) day notice period.

3. 5/8 Work Schedule: This schedule shall consist of:
 - a. Five (5) consecutive eight (8) hour days followed by two (2) consecutive days off. The workday shall consist of eight (8) consecutive hours of work with a one-half (1/2) hour paid meal period.
 - b. Five (5) consecutive eight (8) hour days followed by two (2) consecutive days off. The workday shall consist of eight (8) hours of work with a one (1) hour unpaid meal period approximately midway through the shift. Members may occasionally request a one-half (1/2) hour unpaid meal period, which a supervisor shall endeavor to allow but with priority given to operational needs.
 4. 4/10 Work Schedule: The 4/10 work schedule shall consist of four (4) consecutive ten (10) hour days followed by three (3) consecutive days off, with the exception of days off that necessarily occur before or following any rotation. The workday shall consist of ten (10) consecutive hours of work.
 5. 4/12 Work Schedule: The 4/12 work schedule shall consist of four (4) consecutive twelve (12) hour days followed by four (4) consecutive days off. The workday shall consist of twelve (12) consecutive hours of work. Day Shift shall be from 0700 to 1900 hours followed by Night Shift from 1900 to 0700 hours.
- D. 12-Hour Shift Time: Officers working a 12-hour 20-minute work schedule pursuant to Section 5.1.C.1 or 5.1.C.2. will be scheduled to work 7 shifts/86 hours and 20 minutes in each FLSA 7(k) 14-day work period. As determined by the City, this shift includes time for assigned duties to be ready for work when their shift starts and for end of shift work duties, including briefings. Employees are compensated hourly as set forth in Appendix A.
- An employee may elect to convert six (6) hours of actual hours worked during the employee's regular work schedule in the pay period to the employee's compensatory time bank at the employee's regular straight time rate. The employee must physically work at least six (6) hours during their regular work schedule in the pay period to be eligible to convert the six (6) hours to compensatory time. No overtime will be paid for hours taken when using accrued leaves.
- E. Regular Work Schedules: Generally, the following regular work schedules for bargaining unit members listed will be recognized by the City and the Association, where applicable:
1. Patrol Units: Pursuant to Section 5.1.C.1.
 2. Criminal Investigations Unit (CIU): A 4/10 work schedule pursuant to Section 5.1.C.4.
 3. Traffic Safety Unit: A 4/10 work schedule pursuant to Section 5.1.C.4.

4. Community Response Unit (CRU): The shift hours of the CRU will be in accordance with Section 5.1.C.4. Although there is an assigned regular work schedule, CRU, by its very nature, may work varied hours and days. Short-term or casual deviations during a CRU member's regular work schedule will be determined by the unit supervisor. Long-term or substantial deviations shall be afforded a fourteen (14) day notice, unless that notice is waived by members assigned to CRU. Overtime will be in accordance with Section 5.3.
- F. Changes in Work Schedules: After having given fourteen (14) days written notice to the Association, an employee, or a group of employees, the City may implement a change from one to another of the regular work schedules recognized in Section 5.1.C or may adjust start/stop times for any employee or group of employees for bona fide operational reasons. The Association, employee, or a group of employees may waive the fourteen (14) day notice to implement the change upon a mutually agreeable date.

Prior to making a change from one to another of the regular work schedules recognized in Section 5.1.C, a committee comprised of up to three (3) Association members and three (3) members of Management will meet for a period of not more than seven (7) days to discuss the change and make recommendations to the Chief of Police. The Association and the City may employ, by written agreement, any other work schedule as a regular work schedule.

Notwithstanding other language in Section E, members assigned to a 12-hour or 10-hour per day regular work schedule who, due to illness or injury, have a doctor's order of no work for a period exceeding seven (7) scheduled workdays or a member placed on administrative leave as described in Appendix B, Section 810.9.D, may be immediately assigned to a 5/8 work schedule pursuant to Section 5.1.C.3.b, without a fourteen (14) day notice. The member will be given written notice of a work schedule change fourteen (14) days prior to being reassigned back to the 12-hour or 10-hour per day work schedule, unless the involved member waives the fourteen (14) day notice. Both the Association and the City agree that timing within the pay period will be considered when moving injured, ill, or members placed on administrative leave to or from 5/8 work schedules in order to facilitate minimal inconvenience to the City and the member.

- G. Shift Trading: The Association and the City agree that shift trades will continue to be allowed in accordance with current practice. Two (2) employees may agree solely at their option, but with the advance written approval of the supervisor(s) of the affected shifts, to substitute for one another during scheduled hours of work. Every shift trade agreement must be documented, whether on paper or electronically, and the documentation must clearly demonstrate the approval of both employees and the supervisor(s).

Substitutions may be denied by management on a case-by-case basis due to operational or training needs, overtime, or other scheduling impacts.

Even though one employee substitutes for another, each employee will be credited as if they worked their regular work schedule and as if the substitution had not occurred; nevertheless, the substituting employee is responsible for the shift. For example, if a substituting employee shows up to work but then requests half of the shift off, the time off shall be taken from the substituting employee's time accruals. Similarly, if a substituting employee calls in or goes home sick, the sick leave shall come from the substituting employee's time accruals.

The City shall have no obligation to keep track of substitutions or to ensure that a substitution is reciprocated.

The hours worked during the substitution shall be excluded from the hours for which the substituting employee would otherwise be entitled for purposes of overtime and wage computations.

H. Patrol Schedule Rotation:

1. Patrol schedule rotations will occur on a quarterly basis, as near as possible to the months of March, June, September and December or as otherwise agreed to by the City and the Association.
2. Police Sergeants assigned to the Patrol Unit are required to work at least two quarters in each fiscal year on a different schedule, e.g. sergeants who work Day Shift will be required to work at least two quarters on Night Shift and vice versa.
3. The new schedule will be posted a minimum of thirty (30) days in advance of scheduled rotations. The creation of a new schedule should be intended to not create overtime expense to the City by virtue of rotation, and no officer who is working a 12-hour work schedule will work more than 86 hours without overtime in the 14-day work cycle when rotation is affected.
4. Patrol schedule rotations shall be bid and awarded based on classification seniority, as defined in Section 12.1, except in circumstances where the Chief of Police or a designee determines that a different distribution of police sergeants assigned to patrol is necessary to meet the reasonable operating needs of the Department. Additionally, between regular patrol schedule rotations, the Chief of Police or a designee may, for good cause and based upon a good faith analysis of the reasonable operating needs of the Department, reassign police sergeants assigned to patrol to different shifts.
5. The Chief of Police may suspend Section 5.1.H.2 annually.

I. Training, Not In-Service: The City may flex (see Section 5.4) the regular work schedule of an employee to enable the employee to attend training that the City requires the employee to attend without incurring overtime, if the employee is notified of the flexed schedule at least fourteen (14) days before the training is attended. No fourteen (14) days' notice is required for

employees whose work schedules are changed at their request to attend non-mandatory training. In the event a flex schedule is not used to attend training, and the training is attended outside an employee's regular work schedule, the employee will be paid only as overtime. Compensatory time is not available for this section.

Training will be scheduled in a manner that provides trainees with at least eight (8) hours off between the training and the trainee's regularly scheduled work hours.

Time spent traveling directly to and from the Department for training will be considered "time worked" for the purpose of computing wages. Time spent traveling directly to and from an employee's home to training will also be considered "time worked" unless the distance from the employee's home to training is greater than the distance from the Department to the training, in which case the employee will be allowed to count the time it would have taken to travel from the Department to the training as "time worked." Training will also be considered on-duty time.

- J. In-Service Training: In-service training is training required to be attended by all sworn personnel. Examples of in-service training include firearms, defensive tactics (DTs), legal updates, conflict simulation (ConSim), policing strategies, and department policies. Announcements of in-service training will be specifically titled as being In-Service Training.

In-service training will be scheduled in a manner that provides trainees with at least eight (8) hours off between the training and the trainee's regularly scheduled work hours.

In-service training will consist of ten (10) consecutive hours of training, including a paid thirty (30) minute meal period approximately midway through the training, exclusive of and in addition to any travel time requirements. Generally, in-service training will be conducted quarterly, providing forty (40) hours of in-service training per year.

Employees who were scheduled to attend in-service training during their regularly scheduled shift or regularly scheduled day off but who, of their own volition, do not attend (e.g. vacationing instead) may be required to temporarily change or flex their regularly scheduled work hours to attend a make-up or different in-service training date without incurring overtime.

Employees who attend in-service training may flex their regularly scheduled work hours in accordance with Section 5.4; otherwise, they shall receive compensatory time at the rate of time and one-half.

To accommodate 10 (ten) hour in-service training days attended during regularly scheduled time off, trainees and training officers will accrue compensatory time, as provided under 5.3, at the rate of time and one half (1 ½) for time spent in in-service training. This provision does not preclude flex time if mutually agreed.

Night Shift Adjustment for Training Officers (Sergeants): In lieu of adjusting a Training Officer's night-shift work hours that occur adjacent and prior to, or adjacent and following, in-service training, a Training Officer shall be afforded up to a full shift of paid administrative leave to ensure the Training Officer is rested for training as a trainer and for their return to adjacent, regularly scheduled work shift. The leave may be taken incrementally, before and/or after the training and, unless otherwise approved by the Chief of Police or designee, shall be scheduled no less than fourteen (14) days prior to it being used. The leave may be taken at the rate of one hour of paid leave for each hour of in-service instruction or preparation to instruct, must be taken adjacent to the in-service instruction provided, and may not be banked. The City is under no obligation to provide the leave when Training Officers do not attempt to schedule it before a minimum staffing conflict exists.

Training Officers providing multi-day, multi-agency in-service training may be subject to temporary schedule changes to avoid overtime.

- K. Compensation for Training Officers that is Not In-Service Training: Training Officers providing training that is not in-service training may, with mutual agreement, flex their regular work schedule in order to present the training without incurring overtime and will be given a minimum of fourteen (14) days' notice of any shift adjustments in accordance with Section 5.1.I. Training that is not temporarily changed in accordance with Section 5.1.I or flexed in accordance with Section 5.4 shall be compensated with overtime. This section is eligible for compensatory time.
- L. K9 Training: K9 handlers may be approved to attend the 4-hour weekly K9 training. Each K9 handler's shift shall be flexed (see §5.4) to allow attendance and to avoid overtime. Flexing the K9 handler's shifts should provide at least eight (8) hours off between trainings and shifts. All or part of the weekly K9 training may be denied by the on-duty supervisor based on the operational and staffing needs during the shift.
- M. Reassignments: When an employee is reassigned to a different regular work schedule, unit or assignment, the employee's hours of work may be adjusted without cost to the City to ensure the employee does not work more hours than the regular work schedule they are being reassigned to without causing overtime.

Sergeants who voluntarily leave an assignment, other than patrol, may be placed on the patrol shift vacated by the Sergeant who replaces them, provided the Sergeant's replacement is reassigned from the Patrol Unit.

Sergeants in assignments other than patrol who are involuntarily reassigned to Patrol, for reasons not related to work performance or discipline, shall be allowed to use their applicable seniority within their classification to select the Patrol team they are assigned to for the remainder of the current shift bid schedule. If the sergeant's Patrol team selection causes another sergeant on that team to be bumped, that sergeant should be bumped to the Patrol team with a vacancy for the remainder of the shift bid schedule.

Sergeants in assignments other than patrol who are involuntarily reassigned to the Patrol Unit, for reasons related to work performance or discipline, shall be assigned to the Patrol team with a vacancy for the remainder of the current shift bid schedule.

Section 5.2 Rest Periods and Meal Periods

- A. Rest Periods: Except for emergencies, employees shall receive rest periods of fifteen (15) minutes each for every four (4) hours worked during each workday. These periods are compensated as hours of work and an employee shall not be entitled to additional compensation in the event these rest periods cannot be taken. In the event employees are assigned to a ten (10) or twelve (12) hour shift, employees may take reasonable breaks subject to the operational needs.
- B. Meal Periods: All sworn employees who are able to perform all of the duties of a police officer (not on modified duty, shift or assignment – see Section 8.6) shall have uninterrupted thirty (30) minute paid meal periods as close as reasonably possible to the middle of their shift. These meal periods are compensated as hours of work. Sworn employees shall not be entitled to additional compensation in the event these paid meal periods cannot be taken.

While situations in which sworn employees on modified duty, shift, or assignment typically involve medical restrictions that encumber them from being available to work upon demand (as inferred in Section 5.2.B and Section 8.6), each situation is different and may be reviewed to determine whether the employee can and should be available to work upon demand and thus be afforded a paid meal period. Due to the almost unlimited variables, such determinations shall be at the discretion of the Chief of Police, taking into consideration the employee's restrictions and modified duties.

Section 5.3 Overtime

No overtime shall be worked unless authorized by the Chief of Police, designee or a supervisor.

- A. Hours Worked Defined: The following shall be regarded as hours worked for the purpose of computing overtime hours for employees.
1. Time worked, including time spent engaging in briefings, meetings, or conferences, if so directed by the City, and time spent engaging in other activities, as required by law.
 2. Paid leave, excluding nonwork related jury or witness duty.
- B. Overtime: Except as otherwise required by this Agreement overtime shall be compensated for all time worked outside the employee's regularly scheduled shift.

Patrol Sergeants on the modified Louisiana Plan Schedule under Section 5.1.D will be paid contractual overtime after 12 hours and 20 minutes per shift or overtime for hours worked over 86 hours per 14-day work period, with the understanding that when taking accrued leaves, such leaves are paid at the employee's regular straight time rate.

- C. Overtime Compensation: Compensation for authorized overtime shall be paid at the rate of time and one-half. Each payment shall be made at the employee's rate of pay that is being earned at the time of payment.
- D. Payment for Overtime: Payment for overtime shall be paid no later than the next pay day following the pay period in which the overtime was worked.
- E. Compensatory Time: When allowed by this agreement, an employee may accrue compensatory time in lieu of overtime. Accrual of compensatory time will be banked up to a cap of 60 hours. Any hours worked that are accrued as compensatory time that exceed the 60-hour cap will be paid in the next regular pay period. Upon separation of employment, the City will pay any remaining compensatory bank accruals at the employee's current regular rate of pay.

Overtime eligible for compensatory time bank accruals: 5.1(I): in-service training; 5.1(J): training officer that is not in-service, and daily or for hours worked over 86 hours per 14-day work period (at the election of the employee), that is not otherwise flexed or restricted by this agreement.

Compensatory time is accrued for all in-service training.

The City shall limit overtime compensation as paid overtime for work performed under specific grants at its discretion.

- F. Notice of Overtime: Overtime work shall be assigned by the Chief of Police, designee or a supervisor. Whenever possible, the Chief of Police, designee or a supervisor shall give twenty-four (24) hours advance notice of overtime to be worked. Verbal notice shall be sufficient to comply with the advance notice requirement.
- G. Work in Excess of Sixteen (16) Hours: Any employee who works sixteen (16) or more hours in the twenty-four (24) hour period beginning at the time the employee reports to work may be allowed the use of paid administrative leave in lieu of working all or a part of their next regularly scheduled consecutive work shift. Using paid administrative leave to take time off must be approved by the employee's supervisor or designee. This provision is intended to be reserved for those rare times when an employee is too fatigued to continue to safely perform their duties or work all or part of their current or next regularly scheduled consecutive work shift.

At the sole discretion of the Department, in certain circumstances an employee's supervisor may approve the use of paid administrative leave prior to the employee reaching sixteen (16) hours of work. Any such history or practice of this discretion is not subject to establishing any precedent or subject to grievance.

- H. Work in Excess of Twenty-Four (24) Consecutive Hours: Any employee who is required to work in excess of twenty-four (24) consecutive hours and is also required to begin working their next regularly scheduled work shift without time off (i.e. where the work in excess of twenty-four (24) hours runs into their next regularly scheduled work shift) shall be paid at the rate of time and a one-half for all hours worked during that next regularly scheduled work shift or the employee may be allowed to use paid administrative leave in lieu of working all or a portion of that shift. Any hours worked in excess of twenty-four (24) consecutive hours or the taking of any paid administrative leave time off in lieu of working all or a portion of the employee's next regularly scheduled work shift must be approved by the employee's supervisor prior to either occurring. This section does not offer compensatory time.

Section 5.4 Flex Time

Employees may be permitted to "flex" their work schedule with supervisory approval. However, the change in work schedule must occur during the same workweek (as defined in Section 5.1.A) for employees who work 5/8 or 4/10 workdays, or within the same 14-day work cycle for employees who work 12-hour workdays. Notwithstanding any other provision of this Agreement, the employee will receive regular straight-time pay for the hours flexed.

Section 5.5 Call-Back Time

An employee called back to work outside their regular work schedule shall be paid for a minimum of three (3) overtime hours at the rate of time and one-half.

- A. Exceptions to Call-Back Time Minimum: The obligation to pay the call-back time minimum shall not apply in the following situations:
1. When an employee is called in to start work one (1) hour or less before the beginning of their regular shift or when the employee's shift is extended;
 2. If an employee has completed their shift and less than thirty (30) minutes has elapsed;
 3. If an employee is called back to work to correct a mistake requiring a timely response, in the City's view, must be completed prior to the employee's next regularly scheduled shift.
 4. Electronic Call-Back: Employees called back who are required to work outside their regular work schedule from their residence or location where they received the communication shall be paid overtime for the actual time spent (by the minute).

- B. Emergency Call-Back: In an emergency (act of God, natural disaster, civil unrest, major crime or incident, or governmental declaration of emergency with less than eight (8) hours prior notice), the City may call back members for overtime without regard to seniority.

- C. Non-Emergency Call-Back:

Non-emergency overtime shall be offered to KPA members by seniority and classification, beginning with officers and moving to sergeants if no officer takes the overtime (per Section 1.1) unless the City determines the work to be performed may require a specific skill set (e.g. language fluency, canine handler) or where a statute requires a specific type of officer.

Bargaining unit members may opt out of or back into the Non-Emergency Call-Back list (hereafter, in this section, referred to as the Call-Back List) by notifying the KPA president or designee, who will update the list. Notwithstanding the changes to this section, members may not opt out of Emergency Call-Back as described in Section 5.5.B, nor may members opt out of being ordered back to work (as described below, in this section) if all other members decline the opportunity.

The City may skip bargaining unit members, if the overtime work performed would unreasonably conflict with a member's scheduled work shift.

When a non-emergency overtime call-back of a member is required, the City will make a reasonable attempt to contact and offer members the opportunity to work the non-emergency overtime in the order of classification (officers, then sergeants); the highest seniority to lowest seniority, not including members who opt out. The Association president or designee, shall maintain the Call-Back List, sorted by seniority (highest to lowest), not including members who opt out, that includes each member's name, and one phone number of their designation. The Call-Back List will be maintained by the Association president or designee on a shared network drive accessible to all Police Department personnel. In addition, the City shall maintain a Seniority List (distinct from the Call-Back List) of all Police Department personnel, sorted by classification, and maintained on a shared network drive and a free-form space in which members may opt out of specific non-emergency call-out types (e.g. patrol coverage, crime scene security).

For each non-emergency call-back, a supervisor (or designee) shall begin at the top of the Call-Back List and talk with or leave a message (with a call back number) for each member offering the non-emergency overtime opportunity. Regardless of seniority, the first member to accept the overtime opportunity shall be considered the called-back member. (This is relevant in case a member volunteers for overtime, but then a more senior member shortly thereafter returns a call to accept the overtime opportunity; in such case, the senior member will not receive the overtime opportunity.)

The supervisor or designee conducting the call-back shall document efforts (including who was skipped due to a work-shift conflict), the members' responses, and the results (including

who was called back). The supervisor or designee shall save a copy of the documented efforts to the same folder on the shared network drive. (A scanned and saved copy of handwritten notes is sufficient).

In lieu of ordering a member to work the non-emergency overtime, a supervisor (or designee) may place a member on "hold" for 10 minutes, without compensation, and continue calling from the Call-Back List in an effort to find a member who will accept the non-emergency call-back overtime. If all members contacted decline the non-emergency overtime opportunity, the City may order a member to report for work; this shall be done by reverse seniority (choosing the least senior officer available) using the Seniority List, not the Call-Back List, and the member placed on standby shall remain on standby until a less-senior member can be ordered back.

A list of Association members ordered to work non-emergency call-back overtime shall be maintained on network file titled "Non-Emergency Call-Back Mandated." The members and dates of call-backs shall be recorded, and members shall not be subject to being ordered to work a non-emergency call-back again until the list starts over or is reset at the beginning of each calendar year.

Notwithstanding Section 2.3 and 2.4, if no members of the Association are available to work non-emergency overtime or long-term personnel considerations are an issue (e.g. natural disaster or similar emergency), the City has the option of calling Reserve Officers in for duty to supplement regular officers if those Reserve Officers are presently capable and authorized to perform the overtime duties. The use of Reserve Officers is to supplement or assist regular police officers. The Association takes it on good faith that in such circumstances it is not the intent of the City to use Reserve Officers to supplant Association members.

D. Call-Back from Approved Time Off

1. Call-Back from Vacation: A member will not be called back to duty from an approved vacation day for a non-emergency call-back except for situations involving a court of law, grand jury or DMV hearing, as outlined in Section 5.6, Court Appearances.
2. Call-Back from Floating Holiday: If a member's Floating Holiday is cancelled by the Department for operational reasons, it will be paid. See Section 10.2.C. A member's Floating Holiday may not be cancelled, and non-emergency call-back procedures must be triggered, if the call-back from Floating Holiday would not provide at least 24 hours notice.
3. Call-Back from Floating Holiday on Recognized Holidays: If a member's Floating Holiday, scheduled to be taken on a recognized holiday as recognized in Section 10.3.A is cancelled, the member shall be paid for the Floating Holiday in addition to receiving overtime for hours worked.

4. Call-Back from Holiday, Not Floating Holiday: For members not receiving Floating Holiday accruals, work performed on holidays recognized in Section 10.3.A shall be compensated with overtime in addition to holiday pay.

Section 5.6 Court Appearances

Except as set forth below, off-duty employees who are required to attend a court of law, grand jury or job-related administrative hearings in connection with duties as an employee of the Department shall receive a minimum of three (3) hours overtime pay at the rate of time and one-half for each court appearance when the appearance occurs on the employee's time off on the employee's regularly scheduled workday.

This obligation shall not apply if the scheduled court appearance, grand jury or DMV hearing occurs two (2) hours or less before the beginning of the employee's regular shift or if the appearance extends the employee's regular shift.

Except as set forth below, employees who are required to attend before a court of law, grand jury or DMV hearing in connection with duties as an employee of the Department shall receive a minimum of four (4) hours overtime pay at the rate of time and one-half for each court appearance when the appearance is required on the employee's regularly scheduled day off or an approved day off, unless the employee was notified of the court appearance prior to approval.

In situations where an employee has more than one court appearance, grand jury or DMV hearing on the same day, the employee is only eligible for additional overtime pay for the second appearance when the second appearance occurs outside the time period for which the employee has already received overtime compensation; e.g., an employee who has a court appearance on their regularly scheduled day off at 8:00 a.m. would not be entitled to additional overtime compensation unless the second court appearance occurred after 12:01 p.m.

Section 5.7 Outside Employment

Employees must receive permission to work at outside employment in writing from the Chief of Police. In order to be approved, the outside employment must:

1. Be compatible with the employee's City duties.
2. In no way detract from the efficiency of the employee in City duties.
3. In no way be a discredit to City employment.
4. Not take preference over extra duty required by City employment.

However, such approval shall not be withheld arbitrarily. In the event the City believes an employee's outside employment conflicts with the provisions above, the City may rescind permission upon giving the employee at least 14 days' notice and an opportunity to be heard.

Section 5.8 On-Call Status

Any member of the Department may be placed on on-call status by Management or a designee. Members placed on on-call status shall remain ready to respond and shall receive \$50 for each 24-hour period or part thereof that the employee is required to remain in such status.

Members assigned as an On-Call shall remain ready to respond to work when called upon. Such readiness includes, but is not limited to, sobriety, a well-rested state, constant availability by cell phone (or other prearranged method), and no more than a one-hour response time to the Department.

ARTICLE 6 – FUNDING

Section 6.1 Funding

The parties of this Agreement recognize that revenue needed to fund this Agreement must be approved annually by established budget procedures and in certain circumstances, by a vote of the citizens of the City. All compensation provided for by this Agreement is therefore contingent upon sources of revenue, and where applicable, voter budget approval. The City will not reduce the compensation specified in this Agreement because of budgetary limitations. The City agrees to include in its budget request amounts sufficient to fund the compensation provided in this Agreement. In the event that the City does not receive the required voter approval needed to fund the annual budget, the parties agree to meet to seek the best possible alternatives to layoff and/or reduction of services for the City.

ARTICLE 7 – WAGES

Section 7.1 Wages

- A. Pay Schedule: Each employee covered by this Agreement shall be compensated in accordance with Appendix A – Wage Scale.

Effective and retroactive to April 1, 2025, Appendix A will be modified. The current Step 1 will be increased by 4% and the remaining steps shall be adjusted to reflect each step increases by 5% thereafter. Sergeants will be placed on the new 6 Step range at the nearest Step to their current wages without a loss of wages.

Effective July 1, 2025, Appendix A shall be increased three (3 %) percent across the board.

- B. Placement of New Hires: The City reserves the right to place a newly hired employee on any step on the pay schedule based on its review of that employee's education, training and experience.
- C. Step Increases: Eligibility for step increases is not automatic but shall be based on a "satisfactory" performance evaluation by the employee's immediate supervisor.

Employees promoted to Sergeant shall be eligible for an initial step increase upon the satisfactory completion of six (6) months of employment within the classification, regardless of their probationary status, and eligible for their next step increase on the following July 1st. New hires and lateral hires shall be eligible for an initial step increase upon the satisfactory completion of twelve (12) months of employment within the classification, and thereafter on July 1st.

Regular employees will continue to be eligible for step increases on July 1st.

- D. Early Step Increase: An employee, who is performing at a level above satisfactory as determined by a performance evaluation by the employee's immediate supervisor related to the employee's demonstrated experience, education and training, may be recommended for an early step increase by the Chief of Police. Such early step increases shall not change the employee's eligibility date for future step increases.

Section 7.2 Working Out of Classification

Any employee designated by the City as acting in a capacity in a higher position than that employee's regular classification, shall receive the pay for the position designated or receive an incentive of five percent (5%) of their base hourly rate, whichever is greater, in such assignment for the remainder of the assignment. This Section does not apply to employees who are temporarily in charge per Section 7.3.E.6.

Section 7.3 Incentives and Premium Pay

A. Premiums: Police Officers shall be eligible for DPSST incentives as follows.

1. Management Certificate: Upon submittal of evidence satisfactory to the City that the employee has received DPSST Management Certification, the employee shall receive an incentive of four percent (4%) of their base hourly rate for hours worked in the pay period.

B. Education Incentives:

1. The City shall pay an incentive of two and one-half percent (2.5%) of an employee's base hourly rate for hours worked in the pay period for an employee holding an Associate's degree, or the equivalent 60 semester hours or 90 quarter credit hours.
2. The City shall pay an incentive of five percent (5%) of an employee's base hourly rate for hours worked in the pay period to an employee holding a Bachelor's degree or equivalent college credit hours from an accredited college or university, i.e. 120 semester or 180 quarter credit hours.

Education Incentives are not cumulative.

C. Language Incentives: Fluency is to be determined by the City based on a standard and testing program approved by the City.

1. Critical Languages: An employee who is determined to be fluent in the Spanish language shall receive an incentive of five percent (5%) of their base hourly rate for hours worked in the pay period.
2. Non-Critical, Recurring Languages: An employee who is determined to be fluent in Russian or American Sign Language (ASL) shall receive an incentive of five percent (5%) of their base hourly rate for their entire shift, inclusive of any extension of shift, when required to use the language and for which the use has been documented. The employee will be responsible for reporting the premium pay on their time sheet.

D. Probationary Employees: Except for language fluency, the incentives and premiums required by this Section shall not be paid during an employee's initial probationary period. This provision does not apply for lateral hires on probation, or to promoted employees on probation.

E. Special Assignment Premiums:

1. K-9 Handler Pay: To compensate the K-9 handler for the off-duty care of the canine, the handler will receive an incentive of five percent (5%) of their base hourly rate for hours worked in the pay period when assigned as the Department K-9 officer. The 5%

differential is intended to compensate the K-9 Officer for off-duty grooming, feeding and care of the animal at applicable overtime rates. In addition, the handler shall be allowed thirty (30) minutes per shift for these activities on scheduled workdays. The parties agree that this Section fully compensates the K-9 handler for these activities and that 30 minutes per day on average is an appropriate amount of time for care and feeding.

2. Field Training Officer (FTO): An employee designated by the City as a Field Training Officer shall receive an incentive of five percent (5%) of their base hourly rate when the Field Training Officer is assigned to train a recruit officer or a reserve officer who is in the field training process. The FTO will be responsible for reporting the premium pay on their time sheet.
 3. Motorcycle Sergeants: Sergeants assigned to Motorcycles shall receive an incentive of five percent (5%) of their base hourly rate for hours worked in the pay period.
 4. Interagency Bomb Squad and Interagency SWAT Team: Employees designated by the City to serve on the Interagency Bomb Squad or the Interagency SWAT Team shall receive an incentive of five percent (5%) of their base hourly rate for hours worked in the pay period. The Chief, at his/her discretion shall determine any Sergeant's participation to this team.
 5. Training Officers: An employee designated by the City as a Training Officer shall receive an incentive of five percent (5%) of their base hourly rate for the time the Training Officer is scheduled to attend training as a trainer or for trainer development. For purposes of this Section, training time includes reasonable time for curriculum development, set-up, and tear-down. The Training Officer will be responsible for reporting the premium pay on their time sheet.
 6. Criminal Investigations Division (CID): Employees assigned to the Criminal Investigations Division shall receive an incentive of five percent (5%) of their base hourly rate for hours worked in the pay period.
- F. Incentives and Special Assignment Pay - Limitations on Cumulative Effect: A maximum of five percent (5%) may be received by any employee by virtue of education incentives provided for above. A maximum of four percent (4%) may be received by any officer qualifying for DPSST incentives provided for above. A maximum of ten percent (10%) may be received by any employee for premium pay assignments. The total amount of all incentive and premium pay (education, certification, premium pay assignments) may not exceed 14% per month for any employee, except any employee certified as bilingual in Spanish may receive a maximum of five percent (5%) in addition to the above maximums. Likewise, any employee certified as bilingual in Russian or American Sign Language may receive five percent (5%) in addition to the above maximums during the shift in which the language was used and documented. All incentives and special assignment pay premiums shall be based on regular base hourly rate.

Section 7.4 Payday

The regular payday for the issuance of paychecks shall be every other Thursday. At the discretion of the City, modifications to the payday schedule may be made where necessary.

Section 7.5 Travel Allowance

- A. Travel Reimbursement: When an employee is authorized to use the employee's own vehicle in the performance of official City duties, the employee shall be compensated at the current Internal Revenue Service rate.
- B. Expense Reimbursement: Employees will be reimbursed actual and reasonable travel expenses pursuant to the City-wide travel reimbursement policy, as it presently exists or is subsequently modified. The policy will not be changed to the detriment of employees without bargaining as required by PECBA.

Section 7.6 Uniforms

- A. Uniforms Provided: The City shall provide all uniforms and equipment as required by the City. The City agrees to provide a duty weapon and all necessary duty rig accessories. In addition, for those employees so selecting, the City shall provide external ballistic vest carriers.
- B. Cleaning: The City shall provide for the care and cleaning of up to eight (8) uniforms per month. If an employee is assigned as a Detective, the employee's clothes will be cleaned, up to eight (8) sets per month. The City will pay for the cleaning of up to eight (8) uniforms per month for non-sworn employees.
- C. Clothing Allowances:
 - 1. Employees assigned to CID, requiring business-like attire will be paid six hundred dollars (\$600) per fiscal year clothing allowance.
 - 2. Employees assigned to CRU will be paid two hundred dollars (\$200) per fiscal year clothing allowance.
 - 3. These allowances shall be payable to the employee upon appointment and annually on July 1 of each subsequent year. The City reserves the right to prorate the allowances provided to employees during their first and last fiscal years of assignment. When an employee enters an assignment where a clothing allowance is due, it shall be dispensed as follows:
 - a. During the first nine months of the fiscal year (July 1 through March 31), the full clothing allowance shall be paid, or

- b. During the last three months of the fiscal year (April 1 through June 30), half of the clothing allowance shall be paid.
- 4. An employee may receive only one clothing allowance per fiscal year but shall receive the higher amount if the employee works in an assignment with a higher amount.
- D. Damage: When a uniform is returned to the City because of wear or damage, it shall be replaced within a reasonable amount of time.
- E. Personal Items: The City agrees to repair or replace personal items of the employee that are damaged, destroyed, or lost while the employee is on duty, unless the damaged or lost personal item is attributed to the negligence of the employee. The repair or replacement of personal items shall not exceed reasonable costs. Expensive items of jewelry or personal property which are over \$300 in value, excluding wedding rings and prescription eyeglasses, will not be worn while on duty without prior written approval, and shall not be subject to repair or replacement by the City if the item is damaged, destroyed or lost. Wireless phones will be reimbursed pursuant to City policy.

Section 7.7 Education Tuition Assistance

- A. Tuition Aid Defined: Tuition aid is defined as full or partial payment or reimbursement of the costs of training sessions, classes or formal academic course work pursued on a part-time basis either during or after regular work hours.
- B. Tuition Aid: Contingent upon the availability of funds that have been budgeted for this purpose, tuition aid for attendance to a bona fide college or equivalent will be provided for one-half the cost of the course tuition to employees who successfully complete classes with a grade of C or better, for the purpose of self-development, when such training will also be beneficial to the employer as determined by the City. Presentation of the employee's grades from the school shall be sufficient proof. The petitioning employee shall submit request for tuition aid to the City for approval or disapproval prior to enrollment. The City's obligation shall be limited up to one half of the hourly tuition cost for an undergraduate degree course at Western Oregon University, not the promised rate.

Section 7.8 Training

City Assigned Training and Travel Reimbursement: When an employee is assigned by the City to attend designated training courses either during or after regular working hours, the employee shall be reimbursed for all of the costs of course registration and necessary travel expenses consistent with BOLI rules and City policy. Employees will cooperate in pooling rides when such pooling is available.

Section 7.9 Personal Wireless Phone Allowance

Members shall be provided, by the City, one smart phone (iPhone or Android) and protective case. The phone and rate plan will be paid for by the City, and the phone and the protective case will be replaced by the City as needed. Members are not eligible for a monthly pre-tax allowance for personal phone use for City business.

Members will adhere to City policy regarding City-issued phone use. The issuance of City-paid phones does not obligate any member to answer their phone off-duty, unless On-Call or Detective Sergeants.

Section 7.10 City Health and Wellness Plan / ORPAT Incentive

Employees will be provided the opportunity to participate in the DPSST certified ORPAT course twice per fiscal year. Scheduling of this testing shall be determined by the Chief of Police or designee.

Recognizing that participation in this incentive program is voluntary, all ORPAT testing will be done off-duty and without compensation (includes both members taking test and ORPAT instructors conducting test). However, members scheduled to be on duty at the time scheduled for testing will be provided the opportunity to participate while on duty if requested. The City will provide the location and all testing equipment, including a certified ORPAT instructor to facilitate the testing.

Prior to participating in the fitness incentive, employees will be required to sign a waiver indicating they understand the physical challenges of ORPAT and the risks of participating. If at any time, in the opinion of the ORPAT instructor or on scene supervisor, the employee appears to be in physical distress, the testing will be stopped, and the employee will not be eligible for an incentive.

Employees who successfully complete the ORPAT course in a time that is considered passing on their first attempt will receive an incentive bonus of two hundred and fifty dollars (\$250.00). An employee may take the ORPAT twice per fiscal year, with a maximum incentive of \$500/fiscal year.

The parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and Oregon payroll tax deduction. For purposes of this Agreement, the minimum standard for passing will be the time established as passing by DPSST for an entry level Police Officer.

If an employee fails to pass the ORPAT on the first date for testing that employee may retake the test at the next scheduled ORPAT testing.

If an employee is unable to participate in the scheduled ORPAT test due to court, bona fide illness or injury or other reasonable conflict, the employee may make-up the test during any ORPAT testing conducted at DPSST (with DPSST permission) without penalty so long as the make-up test is completed and passed within a mutually agreed time frame between the employee and the Chief of Police.

Employees who choose not to participate or who seek this incentive, but do not meet the minimum ORPAT passing standard as defined in this Agreement will not be subject to discipline.

Employees who choose not to participate in the ORPAT have the option to participate in the City's Health & Wellness Program. Such employees may request to switch programs at approximately six (6) month intervals based on the ORPAT testing schedule, ensuring they are participating in only one program at a time.

The City's Health & Wellness Program is a voluntary program available to all City regular full-time and part-time employees. The program provides resources to support group education, individual and team health and wellness contests as well as individual incentives for employee participation in City-sponsored activities and challenges. Individual incentives vary by participation up to \$40 per month given appropriate activity minutes recorded within required timeframes. Qualified individuals with disabilities will have equal access to the Health & Wellness Program through customized alternative activities coordinated through the Human Resources Department.

Section 7.11 Practice Ammunition

The City will provide each sworn officer the opportunity to purchase additional practice ammunition for approved duty firearms in support of sworn officers maintaining their skill set. Each sworn officer will have the opportunity to purchase at cost one (1) case each of pistol and long rifle ammunition for their assigned duty firearm using the City approved vendor. The opportunity to purchase will be once per year for all officers. This provision is considered part of the employee's compensation.

ARTICLE 8 – INSURANCE AND RETIREMENT

Section 8.1 Health Insurance and Dental Insurance

- A. The City will pay ninety five percent (95%) of the premium to provide medical and dental insurance coverage for full-time members who are participating in the City's current Health Net Plan and Guardian Dental Plan.

Employees participating in those plans shall be responsible for paying the remaining five percent (5%) of the premium, irrespective of level of coverage through payroll deduction or, in the event of unpaid leave, through direct payment.

Employees who elect to be covered by lower cost medical and/or dental plans made available by the City shall receive contributions from the City up to the same amount as required for employees participating in the above plans. Any premium costs in excess of that amount shall be the employee's responsibility.

- B. For regular part-time employees, the City will split the cost of employee-only medical and dental insurance using the same ninety-five/five percent (95%/5%) split as described above.
- C. All employee contributions shall be paid through payroll deductions. The City will provide an IRC Section 125 flexible spending account plan.
- D. The City may select a different plan or provider of health and/or dental insurance benefits which are, on the whole, substantially comparable to those currently provided. The City and the Association shall consult within fourteen (14) days of the City's written notice to the Association E-Board but need not bargain over a change in plans permitted by this Article. If the Association believes a change in health and/or dental insurance benefits is not substantially comparable, then the Association may demand to bargain over the change.

Notwithstanding the above, the City reserves its right to change carriers without bargaining, consistent with PECBA.

- E. This Section shall be automatically reopened in the event the excise tax will be triggered, in accordance with Article 17 of the Agreement.

Section 8.2 Life Insurance

The City agrees to provide \$60,000 24-hour life insurance protection to all regular and probationary full-time employees covered by this Agreement.

Section 8.3 Retirement

- A. The City agrees to participate in the Oregon Public Employees Retirement System (PERS) Plans for all members of the bargaining unit and will not reduce employee compensation in order to generate funds needed to pay the contribution.
- B. The City will contribute six percent (6%) of an employee's gross salary to an employee's individual deferred compensation plan as provided by the City. Employees are responsible to initiate their own plan. Employees may continue to contribute individually to their plan at their election. Contributions are subject to IRS regulations.

Section 8.4 Workers Compensation

All employees are covered for on-the-job injuries and occupational illnesses under the state workers' compensation law. When an employee must take time off by reason of an occupational illness or on-the-job injury, the employee will receive workers compensation in accordance with state law, and the employee will retain any time loss benefits received by the carrier.

In addition, for the first one hundred and eighty (180) days following such illnesses or injuries or an aggravation of an original occupational illness or on-the-job injury, notwithstanding whether the illness or injury has been accepted by the City's workers' compensation carrier, the City agrees to supplement the employee's workers' compensation time loss benefits up to the employee's regular salary after taxes. After one hundred and eighty (180) days following an occupational illness or on-the-job injury or aggravation, the employee may elect to use available sick leave or, at the employee's option, another paid leave bank (adjust time, holiday banks or accrued vacation) to make up the difference between workers' compensation time loss payments and their regular salary after taxes, until such time as the employee is eligible to receive disability benefits under PERS or the City's long-term disability insurance policy.

In the event the employee does not elect to use another paid leave bank in advance of issuance of their first paycheck following the commencement of the absence, the employee's sick leave bank will be used first. If the employee's sick leave is exhausted, the employee's paid leave accruals will be used to make up the differential between the employee's workers' compensation benefits and the employee's regular salary after taxes until such time as the employee is eligible to receive disability benefits under PERS or the City's long-term disability plan or the employee's paid leave banks have been depleted. Employees may designate the order in which they want to use other paid leave accruals. In the event an employee fails to make such a designation in advance of issuance of their first paycheck following the commencement of the absence, the City will use accrued sick leave, followed by adjust time, holiday banks, then accrued vacation.

Employees may be allowed to use other paid leave accruals, as described above, before depleting sick leave with the City's approval.

In the event the City makes supplemental wage payments to an employee for an injury or illness that is later denied as a workers' compensation claim by the City's carrier, the City will deduct the equivalent number of hours for which supplemental wage payments were made, including any payment for the three-day waiting period, if applicable, from the employee's sick leave bank. If the employee's sick leave bank is not sufficient to recoup those hours the City will deduct the remaining amount hours from the employee's paid leave accruals. Employees may designate the order in which they want to use other paid leave accruals for the overpayment, with the City reserving the right to use adjust time first, followed by holiday banks, then accrued vacation, if no designation is made in advance. Deductions in sick leave or other paid leave banks will be made within fourteen (14) calendar days of the City's receipt of notification of denial from the workers' compensation carrier or by the end of the next subsequent pay period. The City will not be required to pay sick leave and/or other paid leave that duplicates Temporary Total Disability (TTD) time loss benefits paid to an employee.

In the event an employee timely objects to denial of a workers' compensation claim pursuant to ORS 656.319, and the denial is reversed, the City will restore the employee's sick leave and/or other paid leave banks no later than the end of the pay period following receipt of notice of reversal.

In the unlikely event that the hours cannot be recouped from an employee's sick leave and/or other paid leave banks, the City will notify the Association of the amount of the overpayment and will bargain with the Association regarding the method of repayment of the balance of overpayment due.

Employees who must take time off from work due to on-the-job injuries and occupational illnesses are entitled to reinstatement for up to three (3) years, consistent with applicable law.

Section 8.5 Long Term Disability Insurance

The City will pay the full premium to provide salary protection for long-term disability as a result of illness or injury to full-time employees. Employees shall be eligible for long-term disability coverage ninety (90) calendar days from the date of injury or disability. Eligibility for benefits is governed by the terms of the City's long-term disability insurance policy.

Section 8.6 Modified Duty

The parties recognize that the nature of law enforcement restricts the City's ability to accommodate employees who, for medical reason, are unable to perform all of the duties of a police officer.

When an employee who is recovering from an injury or illness is certified as fit for modified duty, but not full duty, the City may assign modified duty work within the employee's medical restrictions, subject to the Department's determination that actual modified duty work suited to employee's medical limitation is available.

Generally, to be eligible for a modified duty assignment, an employee must be temporarily unable to return to their regular duties as the result of an injury or illness and not medically stationary. Once an employee becomes medically stationary, that employee is no longer eligible to participate in modified duty assignments. The City will, however, comply with its obligation to assign modified duty work to employees who qualify as disabled due to on-the-job or off-the-job injuries or illnesses, as required under the reasonable accommodation provisions of the ADA and state disability discrimination law.

It is understood that the City may assign an employee who is on modified duty assignment to a different shift or assignment without regard to seniority, and if the employee is a sworn officer who is not expected to immediately respond to calls for service, their meal period will not be paid. The City may require a medical verification of the employee's ability to safely perform the modified duties as a condition to placing an employee in a modified duty assignment. The City shall have the right to obtain a second medical opinion at its own expense in order to verify any medical opinion it has received from the employee's healthcare provider.

In the event modified duty assignments are granted as a result of a nonwork-related injury or illness, the employee will receive their regular rate, including incentive pay. However, employees shall not receive special assignment premium pay pursuant to Section 7.3.E if they are placed on modified duty as the result of a nonwork-related injury or illness and are not performing those duties. During the time an employee is on modified duty, sick leave, holiday pay and vacation pay will continue to accrue at the employee's regular rate. There shall be no charge to the employee's sick leave, holiday or vacation pay banks for the time spent working in a modified duty capacity.

Section 8.7 Continuation of Coverage

Employees shall continue to receive medical, dental, long-term disability and life insurance benefits during the time they are on paid leave (holiday, vacation, sick leave, etc.) or during the time they are on FMLA leave, whichever is greater. Benefit coverage through the City's payment of the premiums will continue until the last day of the month in which the employee's paid leave is depleted or FMLA leave expires, whichever occurs later, except as otherwise required by law.

Section 8.8 Retirement Health Savings Account (RHS)

Sergeants may contribute an agreed upon percentage of their base hourly rate into a Retirement Health Savings (RHS) account per pay period. Sergeants must agree as a group on the percentage which is currently one percent. The "base" value paid is calculated on 80 hours per 14-day pay period for a full-time employee.

ARTICLE 9 – LEAVE WITH AND WITHOUT PAY

Section 9.1 Sick Leave

- A. Accrual: All employees accrue sick leave as an insurance against the impact of illness or injury. Sick leave shall accrue at the rate of 96 hours per calendar year and will be accrued at the rate of 3.7 hours of sick time per pay period (96 hours divided by 26 pay periods = 3.7). Accrual shall begin upon commencement of employment and shall continue to accrue while an employee is on paid leave, including leave for which an employee is receiving workers' compensation benefits. Paid sick leave benefits do not accrue during periods an employee is on unpaid leaves of absence or long-term disability. Unused sick leave shall accumulate to a maximum of 2,520 hours.
- B. Use of Sick Leave: Earned sick leave is for the following purposes:
1. When the employee is unable to perform work duties by reason of off-the-job illness, injury or pregnancy, exposure to contagious disease under circumstances which the health of the employees with whom associated or members of the public necessarily deal with would be endangered by attendance of the employee.
 2. When the employee is unable to perform work duties by reason of on-the-job injury or illness in the amount of the differential between the employee's time loss benefits and their regular wage.
 3. For medical or dental appointments (including diagnosis, care, treatment and preventative medical care) when, due to the employee's work schedule, the employee is unable to schedule such appointments outside of work hours. In this instance, appointments will be scheduled to minimize interference with the work schedule; it is recognized that each employee has the responsibility to make every effort to schedule appointments during off-duty hours.
 4. When required to provide care for an ill or injured member of the immediate family in order to make arrangements for alternative care. For the purpose of this Section, "immediate family" includes the employee's spouse, parents or children as defined in the federal Family Medical Leave Act, the employee's parents-in-law, grandparents, grandchildren and domestic partner as defined in Section 1.2, as well as the parents, children, grandparents and grandchildren of such domestic partner.
 5. When an employee who is eligible for leave under the Oregon Family Leave Act (OFLA) or the Family and Medical Leave Act (FMLA) is absent for an OFLA or FMLA qualifying reason, including caring for a minor child.
 6. For any purposes covered by Oregon's domestic violence leave rules.

7. For time off due to a public health emergency such as the closure of the employee's child's school or place of care by order of a public official due to public health emergency or the closure of the City due to a public health emergency.
 8. If the employee is excluded from the workplace by state or county rule or order, or by notice from their health care provider.
 9. To donate leave, only when permitted by and consistent with Donation of Sick Leave as referenced below.
 10. When otherwise required by applicable law.
- C. Donation of Sick Leave: An employee may donate up to forty (40) hours of sick leave or vacation leave per calendar year, as long as they maintain at least 40 hours total in their sick and vacation leave banks after the donation. To be eligible to apply for donated leave, an employee must:
1. have a serious illness or medical condition or be caring for a family member with a serious illness or medical condition that requires a prolonged absence from work (anticipate to be absent from work at least two consecutive weeks beyond exhaustion of all leave banks),
 2. have exhausted all sick leave and other accrued time, and
 3. not be eligible for or receiving time loss compensation from an outside insurance provider (e.g., unemployment insurance, workers' compensation insurance, disability insurance, PERS disability, social security disability, including may not exceed 100% of their regular gross salary, etc.)

Applications for donated leave must be made to Human Resources, in writing, and must describe the serious illness or medical condition necessitating the leave. All applications for donated leave must be approved by the City in advance and require provision of medical verification, consistent with other protected leave, of the need for leave. Donated sick and/or vacation leave will be based on a one (1) hour for one (1) hour (1:1) exchange. Donations will be made without regard to differences in the pay rate between the employee donating and the employee receiving the donation and will be paid out at the receiving employee's normal rate of pay.

All donations of paid leave benefits are voluntary and irrevocable. However, any unused leave will remain in the donor's accrual bank. Availability of donated leave is not guaranteed, and availability of donated leave does not guarantee that extended leaves of absence will be approved. Eligible employees are only eligible to receive leave donations up to the amount of time off that the City has approved, that the healthcare provider has certified that they are unable to work as a result of their own or family member's

qualifying illness or medical condition, or until the employee becomes eligible to receive long-term disability, social security disability, or PERS disability benefits, whichever time period is the shortest.

Employees do not accrue sick leave, vacation pay or other benefits during the time they are on donated leave. Donated time cannot be used to extend the employment of an employee who will not be returning to work.

- D. Substantiation: For extended absences from a sick leave exceeding three (3) consecutive days due to the employee's own illness or injury, a release from the employee's healthcare provider is required to ensure the employee can return to work. The City may require an employee to submit verification of eligibility for sick leave from an employee's doctor or healthcare professional whenever the City can articulate a good faith concern (e.g., questionable patterns of absence, suspicious explanations, etc.), regarding the employee's eligibility to receive sick leave. Receipt of verification may be required as a condition of payment. In the event verification is required, out-of-pocket cost billed by the doctor or healthcare professional to obtain the necessary verification shall be paid by the City to the extent such costs are not covered by insurance. Verification may be required for absences due to illnesses and injuries of the employee or to substantiate that the employee's attendance is needed to care for an ill or injured family member or otherwise when the City determines necessary to ensure compliance with applicable laws regarding time off from work, consistent with applicable law.
- E. Reporting Absence: Any employee who is ill and unable to report to work shall notify the on-duty supervisor or, in the event the on-duty supervisor cannot be reached, their immediate supervisor at least one (1) hour prior to the employee's reporting time. In case of a continuing illness or injury, the employee shall keep their immediate supervisor advised of their inability to report to work on a daily basis. However daily notice will not be required in situations where the employee has submitted written verification from their doctor or health care professional of the need to be absent from work for a definite period or as otherwise approved by their supervisor.
- F. Payment of Sick Leave Benefits: Sick leave benefits are paid out at the employee's regular hourly rate of pay for the hours the employee would otherwise be scheduled to work the day the benefits are used. Employees are not permitted to use or be paid for sick leave benefits that have not yet been earned. Note: Employees are required to use any earned and unused paid sick leave benefits for all absences covered by this policy before using other accrued leave benefits or taking time off without pay, except when otherwise prohibited law.
- G. Sick Leave on Retirement: For PERS Tier I and II employees, upon retirement, as permitted by applicable law, fifty percent (50%) of an employee's unused sick leave shall be credited to retirement. Employees who are in the OPSRP retirement program shall be paid upon retirement an amount equal to fifty percent (50%) of their unused sick leave.

- H. Upon the death of a regular status or retired/rehired limited duration employee, up to fifty percent (50%) of their unused sick leave accrual is paid to the beneficiary listed on the employee's life insurance policy carried by the City.

Section 9.2 Family Medical Leave, Parental or Pregnancy Leave

The City will comply with the Family and Medical Leave Act (FMLA), Oregon Family Leave Act (OFLA), and Oregon Military Family Leave Act. Generally these laws provide leave for the employee's own serious health condition, for the serious health condition of specified family members, for parental leave purposes, for pregnancy leave purposes, to care for a child who needs home care but does not have a serious health condition or requires home care due to the closure of school or childcare as a result of a public health emergency, and leave to deal with the death of a family member under OFLA.

Leave is also to provide care to an immediate family member or next of kin (applicable as defined by FMLA and OFLA) who is recovering from serious injury or illness incurred in the performance of military service or for absences due to "qualifying exigencies" arising out of the fact that an immediate family member has been called or notified of a call to active military duty. Eligible employees may also take leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty. Such care may include arranging for alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility.

The employee may be required to have a healthcare provider complete a medical certification form to substantiate eligibility for FMLA and OFLA Leave and as necessary to obtain a second and/or third opinion. Should the employee be required to provide a certification or to obtain a second or third certification for family leave purposes, the employer shall bear the cost of such certifications. A Return-To-Work Release Form completed by a healthcare provider is required upon return to work when the leave is for the employee. It is not applicable when the leave is to care for a family member.

An employee may be entitled to more than one type of leave for the same absence. If so, the leaves will run concurrently unless prohibited by law. It is important to note that neither FMLA nor OFLA leave is paid leave. In simplest terms, they are federal and state acts that protect the employee's right to take leave and have a job when they return.

While out on such leave, an employee shall utilize any accrued sick leave they are eligible to receive under Section 9.1.B above until such time as the employee is eligible to receive disability benefits under PERS or the City's long-term disability insurance policy. Employees who are absent from work for FMLA or OFLA qualifying reasons, but who are not eligible to receive sick leave benefits or have depleted sick leave benefits may designate the order in which they want to use other paid leave accruals. In the event an employee fails to make such a designation in advance of issuance of their first paycheck following the commencement of the absence, the City will make the designation, using accrued vacation as the last choice. After using all paid time, the

employee may take leave without pay for the remainder of the family leave year designated by the City. Except as provided by law, family leave shall not exceed twelve (12) weeks within the family leave year specified by the City. The parties agree that employees may take leave pursuant to FMLA, OFLA, Paid Leave Oregon, etc. and any extensions permitted therein.

Section 9.3 Other Leaves

A. Jury Service and Appearances: Employees may be granted leave with or without pay as follows:

1. Service with Jury: Employees may be granted leave with pay to appear for jury service. Employees who are excused from jury service before the end of their regularly scheduled work shift shall immediately report their availability for assignment to their supervisor.

Pay for jury service shall be limited to the pay an employee would receive for their regularly scheduled work shift. Employees are not entitled to overtime pay for jury service. All monies received for jury service will be surrendered to the City.

Employees who are scheduled to work a regular work schedule that does not fall within the same hours of their jury service may be allowed to use administrative leave to take a portion of their regular work schedule off prior to their jury service, after their jury service, or both, to allow for at least eight (8) hours of rest prior to their jury service, after their jury service, or both, with written approval of their supervisor.

2. Appearances on Non-City Related Business: Employees who appear on non-City related business before a court, legislative committee or administrative agency as a party or a witness in response to a subpoena or other order by proper authority may be granted leave without pay or the employee may choose to use any accrued leave, except sick leave.
3. PECBA Related Appearances: Employees subpoenaed or compelled to appear for PECBA related proceedings, including interest and grievance arbitrations, shall be paid for their time testifying, as well as their travel time to and from the Department to the hearing. The City and the Association agree that all reasonable steps will be taken to subpoena witnesses in PECBA proceedings to testify during their regular work schedule and to limit the time employees are called to testify to periods when their testimony is expected to occur. Employees who are subpoenaed or compelled to appear for PECBA procedures are not entitled to minimum call-back pay for their appearances. The City may also adjust the work schedules of employees who are scheduled to appear in PECBA related proceedings with seven (7) days written notice in order to avoid overtime.

B. Personal Unpaid Leave: Employees may be granted leave of absence without pay when the work of the Department will not, in the view of the City, be unduly burdened by this absence. Requests for such leaves must be in writing and must establish justification for the approval

by the Chief of Police or City Manager. Leaves of absence up to two (2) weeks without pay may be granted by the Chief of Police. Leaves of absences for longer than two (2) weeks must be approved by the City Manager.

- C. Military and Peace Corps Leave: Military and Peace Corps leave shall be granted in accordance with applicable law.
- D. Bereavement Leave: Following a death in the employee's immediate family, the employee is entitled to a maximum of three (3) days bereavement leave with pay, plus two (2) additional days available chargeable to any accrued leave at the discretion of the Chief of Police. For the purpose of this Subsection, immediate family includes: mother, father, son, daughter, siblings, husband, wife, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild and grandparent. It also includes domestic partners, as defined in Section 1.2, as well as the mother, father, son, daughter, siblings, grandparents and grandchildren of such domestic partners. Employees may utilize sick leave for additional time off in accordance with OFLA. Use of bereavement leave is concurrent and consistent with OFLA rules.
- E. Domestic Violence Leave and Accommodation: Victims of domestic violence, sexual assault, harassment or stalking and the parents of a minor child or dependent victim are eligible for reasonable unpaid leaves of absence to seek legal or law enforcement assistance or remedies, medical treatment, counseling, to obtain services from a prosecutor or non-profit victim services provider and to relocate or take steps to secure their home.
- F. Other Crime Victim Leave: Unpaid leave provided to attend criminal proceedings if the employee or immediate family member has suffered financial, social, psychological or physical harm as a result of being a victim of certain felonies such as kidnapping, rape, arson and assault.
- G. Extended Medical Leave: Additional leave without pay may be offered as a reasonable accommodation to an employee who is also a qualified individual with a disability, unless it would be an undue hardship on the City in accordance with the ADA and state law. The City may impose conditions or restrictions as permitted by Oregon or federal law.

Section 9.4 General Rules

- A. Failure to Return from Leave: Any employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence shall be considered as having resigned employment with the City and the position shall be declared vacated, except and unless the employee, prior to the expiration of the employee's leave of absence or as allowed by family leave laws, has furnished evidence that the employee is unable to return to work by reason of sickness, physical disability or other legitimate reasons beyond the control of the employee.

- B. Absence Without Leave: Except as allowed by family leave laws with respect to unanticipated need for family leave, an absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized or taken pursuant to a leave of absence, shall be deemed to be an unauthorized absence. An employee who has an unanticipated need for family leave must comply with the notice requirements under applicable law. Unauthorized absences shall be without pay and may subject an employee to disciplinary action.
- C. Paid Leave Oregon (PLO): Upon an accepted claim under PLO, an employee may elect to use available sick leave, then if exhausted, other accrued paid leave banks.

ARTICLE 10 – VACATION AND HOLIDAYS

Section 10.1 Vacation

- A. Accrual of Vacation Benefits: Regular and probationary full-time employees shall accrue vacation time as noted below with bi-weekly payroll. Regular and probationary full-time employees shall earn vacation pay through June 30, 2026 as follows:
1. Commencing with the date of employment at a rate of 4.62 hours per pay period.
 2. Commencing with 49 months of employment at a rate of 5.54 hours per pay period.
 3. Commencing with 109 months of employment at a rate of 6.15 hours per pay period.
 4. After the 168th month of employment, at a rate of 7.7 hours per pay period.
- B. Eligibility for Continued Accrual: Regular and probationary full-time employees will continue to accrue vacation pay, as long as they are actively employed or on paid leave.
- C. Maximum Accrual: An employee may accrue a maximum of 400 hours of vacation time. Any excess hours over 400 will be forfeited without compensation.
- E. Effect of Separation: Upon separation of employment, vacation accruals up to the maximum will be included in the employee's final pay.
- F. Vacation Selection: Employees shall be permitted to request vacation time off either on a split or an entire basis. Employees shall have the right to determine the vacation time, subject to scheduling required for public service. The Chief of Police or designee shall make the determination of whether an employee's request for vacation time off will be granted based upon the needs of an efficient operation, the availability of vacation relief and the City's right to arrange the schedule so that each employee who is eligible has an opportunity to take vacation time off.

Vacation time shall be selected on the basis of bargaining unit seniority within the employee's work unit provided, however, that employees will be permitted to exercise their right of seniority only once annually for a one (1) block of time period (i.e., member may select one consecutive period, one time), not to exceed four (4) consecutive calendar weeks, unless otherwise approved by the Chief of Police. Thereafter, conflicting requests for the same vacation time shall be resolved on the basis of prior scheduling. Each employee must make a good faith effort to schedule at least one (1) block of time, at least one (1) week off, during each year.

One (1) Sergeant per patrol team will be allowed to be on vacation at any one time, unless more are approved by the Chief of Police or designee. This limitation shall not apply if a

Sergeant with previously approved vacation is reassigned to a different patrol team provided, however, that vacation may be disapproved or canceled in the event of a staff reduction or an unforeseen emergency.

- G. Concurrent Leaves: If the leave is for a qualified state or federal family leave purpose, all leaves of absence, no matter how classified, shall be counted against the employee's family leave entitlement. In such a case, upon request, the employee shall provide health care provider certifications, including second and third opinions and fitness for duty certifications, as provided by family leave laws.

Section 10.2 Floating Holidays

- A. Affected Members: All sworn members, except those attending DPSST Academy BP Class and those working a 5/8 schedule (as defined in Section 5.1.C.3) shall accrue floating holidays.
- B. Floating Holiday Accrual Rates: Members accruing floating holidays shall be entitled to accrue thirteen (13) floating holidays per year, accrued at the following rates, based on their work schedules:

1. A member assigned to a twelve (12) hour work schedule will accrue 6 hours per pay period.
2. A member assigned to a ten (10) hour work schedule will accrue 5 hours per pay period.
3. A member assigned to an affected eight (8) hour work schedule will accrue 4 hours per pay period.

- C. Floating Holiday Time Off:

1. Scheduling, Generally. Scheduling floating holiday time off is a member's responsibility. Floating holiday time off may be requested up to ninety (90) days in advance, and will be granted on a first come, first served basis.

Members will schedule floating holidays in good faith based on days available and must receive their supervisor's approval. Supervisory approval can be withheld only to meet operational and staffing needs. Floating holiday time off not taken in accordance with this Section will be lost, unless it is not taken or is cancelled by the Department for operational reasons, in which case it will be paid. Members may not accrue more than twenty-four (24) hours of floating holiday time.

2. Scheduling 4/10 Work Schedule: Except for Sergeants assigned to a patrol unit, members working a 4/10 schedule shall recognize and take off each holiday recognized in Section 10.3.A, unless they request and receive their supervisor's approval to work—on a recognized holiday.

Section 10.3 Holidays for Members Not Accruing Floating Holidays

A. The following days shall be recognized and taken off as paid holidays. On these holidays, the business office will be closed.

1. New Year's Day
2. Martin L. King Day
3. President's Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Day

For the purposes of Section 10.3, a day is equal to your regular shift schedule during the period of the holiday.

B. Personal Leave: The purpose of personal leave is to give additional time off as noted below to members who work regular business hours and who do not accrue floating holidays. This matches them day-for-day with other members who accrue the equivalent of thirteen (13) day off per year as described in Section 10.2. For a new hire, the personal leave is prorated for the first calendar year of employment. Accrued personal leave is use it or lose it each calendar year and is not subject to compensation upon separation of employment.

Members who work regular business hours and who do not accrue floating holidays shall receive 16 hours of personal leave per fiscal year. Personal leave will be granted on July 1 of each fiscal year and must be utilized by June 30 of the same fiscal year. Employees are to request time off with their supervisor in advance. Time off will be granted on the following basis: for each unit of time off requested, an equal amount of time must be given (for example: for one-hour off, one-hour advance notice must be given, for two-hours off, two-hours advance notice must be given, etc.).

Personal leave may not be carried over to the following fiscal year or credited to another type of leave. Personal leave days are not considered to be vested compensation and are not paid at separation.

C. Weekend Holiday: For members working regular business hours and who do not accrue floating holidays, whenever a holiday falls on Saturday, the preceding Friday shall be considered to be the holiday. Whenever a holiday falls on Sunday, the following Monday shall be considered to be the holiday.

Section 10.4 Effect of Holidays During Time Taken Off

For employees working regular business hours who do not accrue floating holiday hours, whenever a holiday falls during paid leave (e.g., vacation or sick leave), the holiday shall be observed, and no charge shall be made against the employees' paid leave account(s) for that day.

Section 10.5 Holiday Pay

For employees not accruing floating holidays, work performed on any holidays recognized in Section 10.3 shall be paid at overtime rates, in addition to holiday pay in accordance with Section 5.5.D.4. For purposes of holiday compensation, an employee whose shift begins on the holiday shall receive holiday pay for the full regular shift.

Sworn employees whose regularly scheduled shift begins on Thanksgiving Day and/or Christmas day (i.e., shifts beginning between midnight and 2359) will be compensated at time and one half (1.5) for all hours worked on that regularly scheduled workday.

ARTICLE 11 – PROBATION

Section 11.1 Probation

All new hires, laterals, and promoted employees to the classification of Sergeant shall serve a probationary period. The probationary period for promoted Sergeants is nine (9) months, and may be extended three additional months, up to a total of 12 months with the mutual agreement of the Chief of Police and the Association.

The probationary period for new hires and laterals is twelve (12) months.

The probationary period shall be a part of the training and evaluation process and shall be used to evaluate the skills and abilities of the newly hired/lateral or promoted employee to be assigned to regular employee status.

New hires/lateral hires who are serving on probation serve at the will of the City and may be disciplined, suspended or discharged without cause and without appeal through the grievance and arbitration procedures set forth in Article 15 of this Agreement.

Employees who are promoted to the Sergeant classification, who are serving on probation, may not be disciplined, suspended or discharged without cause as defined by ORS 236.350, and shall have rights to appeal through the grievance and arbitration procedures set forth in Article 15 of this Agreement.

If in the judgment of the Chief or designee, a promoted employee who is serving on probation, is determined to be unsuitable/unsuccessful in the Sergeant classification, they shall be removed from the Sergeant class and returned to the class and step they held when they were promoted.

All Sergeants shall comply with DPSST requirements for Sergeants in all respects, including but not limited to obtaining required educational requirements.

ARTICLE 12 – SENIORITY

Section 12.1 Seniority

- A. Seniority Defined: Bargaining unit seniority is determined by the length of an employee's continuous service with the Department, in the bargaining unit, as a Sergeant. Classification seniority is determined by the length of an employee's service in the employee's current classification, as described by Section 12.5, below and is used for the purpose of patrol schedule rotation and vacation bidding in accordance with Articles 5 and 10.
- B. Seniority List: The City will make electronic copies of bargaining unit and classification seniority lists available to the Association and employees upon request.

Section 12.2 Layoff and Recall

- A. Layoff: The City may lay off an employee when the City determines it necessary to eliminate a position or that a shortage of funds or work exists. Layoff shall be by specific job classification as listed in Appendix A. Probationary employees in the classification(s) affected by layoff will be laid off first. In the event the City determines that it is necessary to layoff regular employees, employees in the classification(s) affected shall be laid off in ascending order (bottom to top) based on bargaining unit seniority.

An employee shall be given written notice at least fifteen (15) days before the effective date stating the reasons for the layoff.

- B. Recall: Employees shall be recalled from layoff to the classification held at the time of layoff in inverse order of layoff according to their bargaining unit seniority. No new employees shall be hired in one of the classifications until all employees in that classification on layoff status desiring to return to work have been recalled or have otherwise suffered a break in seniority, as set forth in Section 12.3 below.
- C. Layoff List: Layoff status shall be maintained for a two (2) year period. It shall be the obligation of the employee to maintain a current address with the City during this period.
- D. Bumping: An employee scheduled to be laid off may utilize their bargaining unit seniority to bump the employee with the lowest bargaining unit seniority in a lower classification, if the employee is presently qualified and certified to perform, immediately, all of the duties and responsibilities of the different classification. Employees who wish to exercise bumping rights must notify the City in writing within ten (10) calendar days of receipt of layoff notice.

Section 12.3 Continuity of Service

Service requirements for advancement within salary range, extended steps, holidays and vacation shall be based upon continuous and total service as a regular employee.

Employees will continue to accrue seniority. Seniority will be broken, and the employment relationship will be severed if any of the following events occur:

1. Voluntary resignation or retirement.
2. Discharge of a regular employee for just cause or separation of a probationary employee at will.
3. Layoff or absence from work due to off-the-job illness or off-the-job injury for more than twenty-four (24) months' duration.
4. Failure to notify the City of intent to return to work pursuant to a recall notice sent by certified mail, return receipt requested, to the last address provided to the City through personnel records within ten (10) business days of delivery.
5. Failure to report for work immediately upon expiration of an authorized leave of absence or, in the case of an absence due to off- or on-the-job injury or illness, failure to report for available work within seven days of receipt of notice of a limited or a full medical release to return to work.
6. Absence from work due to an on-the-job injury or on-the-job illness in accordance with ORS Chapter 659A.
7. Failure to return from military leave, in accordance with applicable law.
8. Separation of employment.

Section 12.4 Retention of Seniority for Promotions

Employees who are promoted to positions within the Department that are outside the bargaining unit, but are returned to bargaining unit positions by the City, will return with the seniority they had accrued at the time of their promotion. The time an employee spends in such a position will not, however, be applied toward his or her seniority. Instead, the employee's bargaining unit and classification seniority date will be adjusted by an amount equal to the time he or she served in the non-bargaining unit position.

Section 12.5 Retention of Classification Seniority upon Reemployment

In the event an employee voluntarily resigns from employment with the City but is rehired within one (1) year from the date of the resignation, the classification seniority the employee had on the date of resignation will be restored.

ARTICLE 13 – COMPLAINTS, INVESTIGATIONS AND DISCIPLINE

Section 13.1 Complaints, Investigations and Discipline

All discipline and termination actions shall be only for just cause using the principles of progressive discipline and adhering to the procedure set forth in Appendix B and Appendix C. The definition and application of just cause for sworn law enforcement officers is subject to applicable law.

Additional conditions and procedures are found in Appendices B and C of this Agreement which shall not be changed without bargaining subject to PECBA obligations. Any dispute shall be resolved by the procedure set forth under PECBA.

ARTICLE 14 – PERSONNEL RECORDS

Section 14.1 Personnel Record

The City shall maintain a personnel record of each employee in the City service. This record shall be the official record of the City and shall contain copies of all official reports, memos, letters, personnel actions, Guardian Tracking, etc., relating to the employee's performance and employment status.

Section 14.2 Inspection of Record

An employee may inspect the contents of the employee's personnel record, except for confidential reports from previous employers and background investigations, upon the employee's oral request to do so. An employee's official representative, with the permission of the employee, may inspect all records pertaining to the employee except confidential reports from previous employers. Should the employee's personnel record contain a psychological or psychiatric report which could be harmful for the employee to review, the City may elect to disclose the report to the employee's physician of choice.

Section 14.3 Critical Entries

No disciplinary action, evaluation document, or complaint will be placed into an employee's personnel file without a copy being provided to the employee. Documentation of written reprimands, suspensions without pay, reduction in salary, demotions, and termination shall be maintained in the member's personnel file. The employee will be asked to acknowledge receipt by signing a copy of the document. Such signature is not to be construed as indicating agreement with the contents thereof.

Documentation of negative performance shall be discussed with the employee and a copy of any entry will be provided to the employee prior to the submission into the Guardian Tracking system.

Section 14.4 Rebuttal Material

If an employee believes that there is material in the personnel record which is incorrect or derogatory, the employee shall be entitled to prepare in writing an explanation or opinion regarding the particular material, and this shall be included as a part of the personnel record. If the employee believes that such specific information should be removed entirely from the files, the employee may petition for such consideration to the City.

Section 14.5 Entries Dated

Each entry into the employee's personnel file shall be dated.

Section 14.6 Removal

An employee may request the removal of disciplinary documents from the employee's personnel file as follows: If the disciplinary document the employee is seeking to remove a written reprimand, the employee may request removal after eighteen (18) months from the issuance of the discipline, if the employee has not engaged in the same or similar conduct during that period. If the disciplinary document the employee is seeking to remove is a suspension or other economic sanction, the employee may request removal after three (3) years from the date of issuance of the discipline, if the employee has not engaged in the same or similar conduct during that period. In the event materials are required to be kept for a longer period under the Oregon Administrative Rules, the materials shall be removed and kept in a sealed file. Any such request shall be made to the Chief of Police in writing and, if denied, the decision may be appealed to the City Manager in writing. Requests for removal will not be unreasonably denied.

Documents removed from an employee's personnel file will not be used against an employee for the purpose of establishing progressive discipline but may be used in any arbitration and civil proceeding for the purpose of establishing consistency of disciplinary action, lack of discrimination, notice of rule, compliance with legal obligations and to defend against legal actions.

Personnel records for sworn employees will be retained consistent with applicable law.

ARTICLE 15 – GRIEVANCE PROCEDURE

Section 15.1 Grievance Procedure

Grievance, for the purpose of this Agreement, is defined as a dispute regarding the meaning or interpretation of a particular clause of this Agreement or regarding an alleged violation of this Agreement. Such grievance shall be settled in the following manner:

Step One: Should an employee believe that an employee's rights under this Agreement have been violated, within twenty-one (21) calendar days of the date of such grievance or knowledge thereof, the employee shall report the matter in writing to the employee's immediate supervisor. The written grievance shall be on a form approved by the City and Association and shall include:

1. A statement of the grievance and relevant facts,
2. Provision of the Agreement violated, and
3. Remedy sought.

Within twenty-one (21) calendar days after receipt of such report, the immediate supervisor shall attempt to resolve the matter and submit an answer in writing to the employee.

Step Two: If the grievance still remains unsettled, within twenty-one (21) calendar days after the reply of the immediate supervisor is received or the date that such reply is due, the Association or a nonmember of the Association grieving discipline may submit the grievance in writing to the Police Chief. The Chief shall respond in writing to the employee within twenty-one (21) calendar days.

Step Three: If the grievance still remains unresolved, within twenty-one (21) calendar days, the Association or a nonmember of the Association grieving discipline may submit the matter in writing to the City Manager. The City Manager shall respond in writing to the employee within twenty-one (21) calendar days.

Step Four: If the grievance still remains unsettled, within twenty-one (21) days after the reply of the City Manager is due, the Association may serve written notice to the City Manager of the Association's intention to arbitrate the grievance.

After the grievance has been so submitted, the Association or a nonmember of the Association grieving discipline may request from the Oregon Employment Relations Board a list of seven (7) Oregon and Washington arbitrators. For grievances contesting disciplinary actions imposed upon a sworn law enforcement officer, the parties will follow applicable law relating to the selection of an arbitrator. For other grievances, the parties shall select an arbitrator from the list by alternatively striking a name, with the first strike being determined by lot. The final name left on the list shall be the arbitrator. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, add to or detract from the terms of the contract.

The arbitrator's decision shall be within the scope and terms of the contract and applicable law and in writing including detailed findings and conclusions, together with an explanation of the reasoning utilized in making the decision. The arbitrator shall be asked to submit the decision within thirty (30) days of the date of the hearing.

Section 15.2 Cost of Arbitrator

Each party, whether the Association on behalf of a member or an individual nonmember who is challenging a disciplinary decision shall be responsible for paying the costs of presenting its own case in arbitration, including the payment of witness fees, if any. The cost for the arbitrator, court reporter (if any), and the hearing room shall be borne by the losing party. The arbitrator shall designate the "losing party." The arbitrator's designation of the "losing party" shall be final and binding. The cost of a court reporter is contingent on both parties having agreed to utilize the services of a court reporter.

Section 15.3 Time Limits

Any or all time limits specified in the grievance procedure may be waived by mutual written consent of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to respond within the time limit shall permit the grievance to proceed to the next step. The grievance may be terminated at any time upon receipt of a signed statement from the employee that the matter has been resolved through Step Three of the Grievance Procedure.

ARTICLE 16 – SAVINGS CLAUSE

Section 16.1 Savings Clause

Should any Article, Section or provision of this Agreement be held unlawful and unenforceable by final order of any court of competent jurisdiction or administrative agency having jurisdiction over the subject matter, or by legislation of the State of Oregon, or federal government, or issuance of a final regulation by an administrative agency, such decision, legislation or regulation shall apply only to the specific Article, Section or portion of the Agreement directly affected. Upon issuance of any such decision, legislation or administrative regulation, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion of the Agreement, in accordance with PECBA. All other portions of this Agreement, and the Agreement as a whole, shall continue in effect. Nothing in this Article constitutes a waiver of the right of either party to assert that the Article, Section or provision in question is not unlawful or unenforceable.

ARTICLE 17 – TERM OF AGREEMENT

Section 17.1 Term of Agreement

Any specified Article or Articles of this Agreement may be opened for negotiation by mutual written consent of both parties at any time during the life of the Agreement.

This Agreement commences effective upon ratification, and terminates on June 30, 2026. The parties will commence negotiations for a successor Agreement on or about January of the expiring year. This Agreement will remain in full force and effect during the period of negotiations.

FOR THE CITY:



Adam J. Brown, City Manager

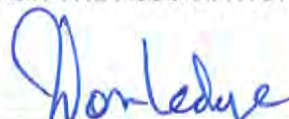
DATE: 5-6-25



Andrew Copeland, Chief of Police

DATE: 5-6-25

FOR THE ASSOCIATION:



Jeremy Worledge, President

DATE: 4/24/25



Kevin DeMarco

DATE: 05/01/25

APPENDIX A – WAGE SCALE

Employees are paid hourly. Bi-weekly and annual values are for references purposes.

Sergeant Pay Schedule - Effective April 1, 2025							
Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
29	Sergeant	47.53	49.91	52.41	55.03	57.78	60.67
		3,802.40	3,992.80	4,192.80	4,402.40	4,622.40	4,853.60
		8,238.53	8,651.07	9,084.40	9,538.53	10,015.20	10,516.13
Sergeant Pay Schedule - Effective July 1, 2025							
Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
29	Sergeant	48.96	51.41	53.98	56.68	59.51	62.49
		3,916.80	4,112.80	4,318.40	4,534.40	4,760.80	4,999.20
		8,486.40	8,911.07	9,356.53	9,824.53	10,315.07	10,831.60

APPENDIX B – PERSONNEL COMPLAINTS AND INVESTIGATIONS

810.1 POLICY

It is the policy of the Keizer Police Department that personnel complaints and investigations will be fair, impartial, and thorough in order to provide accountability to the public, discover improper conduct or performance, protect members from false accusations, assess training needs, facilitate re-evaluation, and/or to promote the formation or reformation of policies and procedures.

810.2 PURPOSE

The purpose of this policy is to explain how and why personnel complaints and investigations are investigated, recorded, disposed, and retained. The term "member" refers to employees of the bargaining unit.

810.3 SUBJECT TO BARGAINING

This policy is subject to the Collective Bargaining Agreement between the City of Keizer and Keizer Police Association for those matters as required by Public Employees Collective Bargaining Act. The CBA shall control in the event of any conflict between this policy and the CBA.

810.4 OBJECTIVES

Personnel investigations shall seek the following three objectives:

- Determine if a member's actions conformed with department policy and, if the member's actions did not conform, attempt to determine why.
- Determine if department policy needs to be changed.
- Determine if a training need exists or if current training needs to be changed.

810.5 DEFINITIONS

Administrative Inquiry (AI) – (1) A complaint, usually requiring more investigation or documentation than a Supervisor Inquiry, and which, if sustained, will normally be resolved with counseling or a reprimand, whether oral or written. (2) An investigation required or requested by Management to determine if a member's actions comply with policy.

Incomplete Complaint – A complaint in which the complainant either refuses to cooperate (e.g., an anonymous letter) or the complaint is received from a third party, and it is impractical to investigate.

Internal Affairs Investigation (IA) – An investigation which, if sustained, may lead to suspension, demotion, or termination.

Management – Management consists of the Chief of Police, and lieutenants.

Personnel Complaint – An allegation of misconduct or improper job performance regarding a department member.

Statement – Includes any statement, whether written or oral.

Supervisor – A person who supervises others, whether in a permanent or acting capacity; usually does not refer to Management.

Supervisor Inquiry – A complaint which a member's supervisor has the discretion to handle quickly and informally with very little investigation and which, if sustained, experience and common sense indicate would normally be resolved with counseling.

810.6 ACCEPTANCE AND INVESTIGATION, GENERALLY

- A. ACCEPTANCE AND INVESTIGATION. All complaints shall be accepted regardless of the medium, shall be acknowledged as soon as practicable, and shall be investigated, and the complainants shall be advised of the dispositions as described in PPM 810.14, Disposition of Personnel Complaints. Written complaints are unnecessary, except as described in PPM 810.7(A)(4).
- B. THIRD-PARTY AND ANONYMOUS COMPLAINTS. Third-party and anonymous complaints shall be accepted if, after a reasonable read of the complaint would lead the supervisor to believe that a violation of policy or procedure has occurred. Management shall be advised of all third-party or anonymous complaints whether accepted or not.
- C. MEMBERS RESPONSIBLE TO REPORT MISCONDUCT. A member who has reasonable cause to believe alleged misconduct occurred, including violations of department policies, shall notify a supervisor, a Division Commander, or a member of Management without delay.
- D. INTERNAL PERSONNEL COMPLAINT. A member may report concerns of unfair treatment; however, to facilitate communication among members, members are encouraged to seek an informal resolution to such problems. If the problem is not resolved, the member shall notify a supervisor, a Division Commander, or a member of Management who will ensure a timely investigation. An employee may also contact Human Resources directly.
- E. COMPLAINT OF BIASED POLICING. See PPM 108.7, Complaints of Biased Policing, for special reporting requirements.
- F. ASSIGNED INVESTIGATOR. Complaints regarding a specific member shall be forwarded to that member's supervisor or another, uninvolved, member of management; however, a complaint of conduct that is conspicuously bad or offensive, including complaints of

biased policing, alleged misconduct as it appears on the Law Enforcement Standards Commission (LESC) discipline matrix, circumstances of administrative leave or possible termination shall be forwarded or copied to the Chief of Police and the Human Resources Director.

810.7 SUPERVISOR RESPONSIBILITIES UPON RECEIVING A COMPLAINT

A. CONSIDERATIONS BEFORE FURTHERING A COMPLAINT

1. Generally, complaints will not be further investigated unless the alleged misconduct is of a nature which, if true, would normally result in counseling or disciplinary action.
2. When a complainant is satisfied that the matter or incident raised required nothing more than an explanation of department policy or procedure, a complaint need not be further investigated.
3. When a complainant's credibility can be documented as unreliable and the complaint is patently unfounded on its face, the complaint need not be further investigated; nevertheless, the complainant's contact information shall be collected, and management shall be advised of the complaint.
4. A personnel complaint of criminal activity shall, when possible, be recorded or reduced to writing and signed by the complainant.

B. INVESTIGATOR RESPONSIBILITIES

1. The investigator shall contact the complainant as soon as practicable, even if only to let the complainant know the complaint is being investigated. The City is not precluded from using independent outside investigators at its discretion.
2. Investigators shall respect the accused member's due process and procedural rights.
3. If a complaint prompts a Supervisor Inquiry, the supervisor shall advise the accused member of the complaint and investigate it in a timely manner. If, in the course of investigation, it is determined that more significant investigation may be required or the conduct, if sustained, would normally result in more discipline than counseling, the inquiry should be reclassified as an Administrative Inquiry or Internal Affairs investigation, as appropriate.
4. If a complaint prompts an Administrative Inquiry, the supervisor shall notify the accused member of the complaint, the member's immediate supervisor and Management, and shall commence the Administrative Inquiry.
5. If a complaint may require an Internal Affairs investigation, the supervisor shall notify the division commander or a member of Management as soon as practicable.
6. Before reporting the disposition of an investigation to a complainant, see PPM 810.16, Confidentiality of Personnel Investigations.

810.8 MEMBER RESPONSIBILITIES DURING AN INVESTIGATION

- A. Members interviewed pursuant to a personnel complaint shall cooperate fully with the investigation and shall completely and truthfully answer all questions. (A member may be compelled to give a statement, subject to PPM 810.12, Garrity Rights and Criminal Investigations of Members.)
- B. Members shall not interfere with or compromise the integrity of a personnel investigation.

810.9 ADMINISTRATIVE LEAVE

At the discretion of a supervisor or the Chief of Police, a member may be placed on paid administrative leave or Critical Incident Leave, as applicable, pending the outcome of a personnel complaint investigation. This action is administrative and does not constitute discipline.

A member placed on administrative leave may be subject to the following:

- A. Under such circumstances, a member placed on administrative leave shall continue to receive regular pay and benefits pending the imposition of any discipline.
- B. A member placed on administrative leave may be required to relinquish any badge, official department member identification, weapon(s), and other equipment.
- C. A member placed on administrative leave may be ordered to refrain from taking any action as a department member or in an official capacity; however, the member shall be required to continue to comply with all policies and procedures and all orders from a supervisor.
- D. A member placed on administrative leave may be temporarily assigned to normal business hours during the investigation and the member may be required to remain available for contact at all times during such shift and report as ordered.
- E. If a supervisor places a member on administrative leave, the supervisor shall promptly notify the member's immediate supervisor and a member of Management.

810.10 INTERNAL AFFAIRS INVESTIGATION PROCEDURES, GENERALLY

810.10.1 INITIATION OF INVESTIGATION

Any member of management, including supervisors, may initiate an Administrative Inquiry, but only the Chief of Police or City Manager may initiate an Internal Affairs investigation.

810.10.2 INTERNAL AFFAIRS INVESTIGATION PROCEDURES, GENERALLY

- A. The Chief of Police/City Manager, or the assigned investigator, shall cause the accused member and the Association to be notified of the investigation in a timely manner. This

will be done by distribution of one copy of the complaint, provided the allegations are not criminal in nature and such notification will not hinder the investigation. It will also include any other witness statements or reports that state facts on which the charges are based, unless doing so will compromise the investigation. This notification shall include the nature of the investigation, and the member will be informed of other information necessary to reasonably describe the nature of the allegations under investigation. Information will be provided at least 24 hours prior to the interview.

- B. Prior to the interview, if there is the potential for discipline against the member, the investigator shall advise the member of the following:
 - 1. The nature and circumstances of the subject matter of the interview.
 - 2. The member may have an Association representative present to witness the interview, provided the representative does not interfere with the interview, asking only clarifying questions. See also PPM 810.13, Association Representation. Attendance of persons other than the accused member and representatives of the City and Association are not permitted in administrative investigatory interviews, except upon mutual agreement between the City and Association.
 - 3. The member or representative may suggest witnesses and evidence favorable to the member.
 - 4. That failure to cooperate with the investigation may subject the member to disciplinary action.
- C. Interviews will be conducted when the member is on duty unless the seriousness of the investigation or other circumstances dictates otherwise.
- D. Ordinarily, interviews will take place at the police department, but the nature of the situation or the need for a walk-through or reenactment may necessitate another location.
- E. Interviews shall be conducted under circumstances conducive to obtaining an accurate account of what occurred and with respect for the member interviewed, including allowing the member to take care of their personal needs (*restroom breaks*).
- F. The complete interview of a member may be audio recorded by the City and/or member or Association consistent with applicable laws. If an audio recording is made of the interview, a member under investigation shall have access to the recording. If a transcription of the interview is made, the member under investigation shall be provided a copy of the transcription.
- G. Investigations will be completed even if an agency member retires or resigns.

810.11 ADMINISTRATIVE SEARCHES

A member of the department shall not be subject to having their residence, private place of business, or personally owned private vehicle searched without the member's consent unless a valid search warrant has been obtained.

Members who are subject to the CBA may be ordered to submit to a blood, breath, or urine test for alcohol or drugs when there is reasonable suspicion that the member may be or have been under the influence of alcohol or drugs as defined in the Drug and Alcohol Policy incorporated into the CBA. Members who are not subject to the CBA may be ordered to submit to a blood, breath, or urine test for alcohol or drugs in accordance with City's Personnel Policy Manual.

The use of compelled testing results shall be restricted to the personnel investigation.

Members shall have no expectation of privacy in or while using offices, desks, lockers, vehicles, telephones, computers, radios, or other communications provided by the department.

Assigned lockers, offices, desks, vehicles, and storage spaces are the property of the City and may be administratively searched by a supervisor for work-related purposes (e.g., obtaining necessary paperwork or a radio); however, an investigative search of such areas should only be conducted with the approval of the Chief of Police or a designee upon reasonable suspicion that a violation of policy or procedure has occurred.

All other non-assigned areas (e.g., shared desks, common office space, and shared vehicles) may be searched at any time for any reason.

810.12 GARRITY RIGHTS and CRIMINAL INVESTIGATIONS OF MEMBERS

Garrity (*Garrity v. New Jersey*, 385 US 493 (1967)) protects a member from incriminating themselves in a criminal investigation, while allowing the City to conduct a personnel investigation.

A. PERSONNEL INVESTIGATION OF ALLEGED CRIMINAL ACTIVITY

In every administrative investigation interview, the member shall be provided a *Garrity* admonishment prior to any questions being asked. If a member exercises their Fifth Amendment right not to incriminate themselves in a personnel investigation of the member's alleged criminal activity, the member may be ordered (compelled) to give a statement, and the statement(s) may not be used against the member in a criminal investigation. When ordered to give a compelled statement in an internal investigation, the member shall first be given a *Garrity* admonishment. Note: The reading of a *Garrity* admonishment does not necessarily indicate potential criminal conduct alleged.

When a statement is obtained based on *Garrity*, care shall be taken to ensure that confidentiality of the statement is maintained. It shall not be shown or communicated by the

investigator to any person except the Chief of Police, other members of Management, the Human Resources Director, the City's legal counsel or as otherwise necessary for the investigation for so long as the criminal investigation is ongoing.

B. UNEXPECTED ADMISSION OF CRIMINAL ACTIVITY DURING INTERVIEW

If during an interview a department member unexpectedly admits involvement in activity that the investigator believes may be criminal in nature, the member shall be reminded of *Garrity* rights before the interview continues.

C. GARRITY RIGHTS STATEMENT

When Garrity rights are given as a condition of Section A, the following statement shall be copied and signed and dated by the investigator and the member interviewed:

As part of a personnel investigation, you are about to be questioned. You will be asked questions specifically and narrowly related to the performance of your official duties, compliance with department policies and standards or fitness for duty.

You are entitled to all the rights and privileges guaranteed by the laws and constitutions of the State of Oregon and of the United States, including the right not to be compelled to incriminate yourself; however, if you refuse to provide a statement or answer questions relating to the performance of your official duties, compliance with department policies and standards or fitness for duty, you will be subject to department discipline which may result in the termination of your employment with the police department.

Neither the statements you provide after receiving this Garrity rights notice nor any information or evidence that is gained from them can be used against you in any subsequent criminal investigation, other than a criminal proceeding for perjury, or unless ordered by a court of law.

D. CONCURRENT PERSONNEL AND CRIMINAL INVESTIGATIONS

If a member is suspected of allegations of criminal conduct, Management will ask another agency to conduct a criminal investigation.

For an internal investigation that may also involve a separate criminal investigation, a personnel investigation may occur at the same time as the criminal investigation.

Generally, the criminal investigator should interview the accused member first, followed by the personnel interview (though not necessarily immediately afterwards). The disposition of a personnel investigation may precede the conclusion and disposition of a criminal investigation.

An investigator conducting an internal personnel investigation, which is also being criminally investigated or involves the possibility of a criminal act may compel a response from a member if the member is given Garrity rights. The investigator also may choose not to compel a response. During such an interview the following may occur:

1. Having been given Garrity rights, a member gives a compelled statement, which cannot be used in a criminal investigation, except a criminal proceeding for perjury; or
2. Having been given Garrity rights, a member refuses to give a compelled statement, and may be subject to discipline for such refusal, up to and including termination; or
3. The personnel investigator may choose not to give the member a Garrity rights Statement (not to compel a statement) and, in such case, shall discontinue the interview pending discussion with the Chief of Police or designee regarding whether a Garrity rights notice should be issued.

810.13 ASSOCIATION REPRESENTATION – WEINGARTEN

If a member is represented by the Association and the member reasonably believes the interview may lead to discipline, the member has a right to have an Association representative present during a personnel investigation interview.

The role of the Association representative, if present at an interview, may be limited as follows:

- The representative may inquire at the outset of the interview regarding its purpose, including inquiring about the general subject matter of the questioning to follow.
- During the questioning of the member, the representative may participate only to the extent of clarifying questions asked of the investigator.
- After the investigator has finished interviewing the member, the representative may ask the member questions designed to clarify previous answers or to elicit further relevant information.
- Before the end of the meeting, the representative may suggest to the investigator other witnesses to interview and may describe relevant practices, prior situations, or mitigating factors that could have some bearing on deliberations concerning discipline.

810.14 DISPOSITION OF PERSONNEL INVESTIGATIONS

- A. Generally, a personnel investigation will be classified with one of the following dispositions:

- Unfounded – When the investigation discloses that the alleged act(s) did not occur or did not involve department members. Complaints which are determined to be frivolous will fall within this classification.
 - Exonerated – When the investigation discloses that the alleged act occurred but the act was justified, lawful, or proper.
 - Not Sustained – When the investigation discloses that there is insufficient evidence to sustain the complaint. The burden of proof is preponderance of evidence.
 - Sustained – When the investigation discloses sufficient evidence to establish that the act occurred and that it constituted misconduct. The burden of proof is preponderance of evidence.
 - Policy Issue – When the investigation discloses that the alleged act occurred but arguably should not have and the member acted according to policy, the disposition of the complaint shall be *Not Sustained* and the policy issue shall be addressed without delay.
- B. Boards of Inquiry (see PPM 810.18 and PPM 620) shall find one of the following dispositions, although the boards may make qualifying statements or recommendations.
- The member's actions complied with department policy.
 - The member's actions did not comply with department policy.

810.15 DOCUMENTATION, NOTIFICATION, AND RECORD KEEPING

All personnel complaints shall be documented, the affected member shall be notified of the disposition, and the documentation shall be appropriately retained as described below.

A. INCOMPLETE COMPLAINT and SUPERVISOR INQUIRY

1. Shall be reduced to writing. An email or memorandum is sufficient.
2. Documentation of sustained complaints not leading to disciplinary action shall be kept in the supervisor's working file no less than twelve months at which time it shall be removed from the supervisor's file. This does not preclude maintaining documents in Guardian Tracking. City will retain such records removed in the supervisor's file separately for liability purposes or records laws retention as applicable.
3. The accused member shall be advised of the disposition of the complaint and, upon request, provided with a copy of all investigation materials unless otherwise prohibited by law.
4. All investigation materials shall be forwarded to the Support Lieutenant, who shall make a record of the complaint, disposition, and discipline, if any, in a location separate from the member's personnel file.

5. The Support Lieutenant shall retain all investigative materials for no less than two years from the date of the complaint, until any window of liability has passed, or as required by state records retention laws.

B. ADMINISTRATIVE INQUIRY and INTERNAL AFFAIRS INVESTIGATION

1. Shall be documented with a *Factfinding Report* and submitted to the Chief of Police, or designee, for disposition consistent with the procedures of this policy and Appendix C, Policy 812.
2. Upon imposition of discipline, the Chief of Police or designee will advise the accused member and the Association of the disposition and, upon request, with a copy of all investigation materials unless otherwise prohibited by law.
3. The Support Lieutenant shall maintain a record of the complaint, disposition, and discipline, if any.
4. The Support Lieutenant shall retain all investigative materials as required by state records retention laws.
5. Documentation of written reprimands, suspensions, demotions, and termination shall be maintained in the member's personnel file, subject to the Collective Bargaining Agreement and as required by state records retention laws.
6. Counseling documents and related documentation that are not discipline will be maintained consistent with policy 860: *Performance Evaluations and Guardian Tracking*

810.16 CONFIDENTIALITY OF PERSONNEL INVESTIGATIONS

All personnel investigations are confidential and are not subject to disclosure except in accordance with applicable law.

Complainants should be advised of the disposition of their complaints; however, other information, including discipline greater than counseling shall not be disclosed without the approval of Management.

In the event an accused member (or the representative of such member) makes false representations regarding any internal investigation and such false representations are communicated to any media source, the department may disclose sufficient information to refute the false representations.

Disciplinary actions resulting from sustained complaints shall be maintained in the members' personnel files. The underlying complaints and subsequent documentation shall be maintained by Management in a location apart from the members' personnel files. The contents of such files shall not be revealed to persons other than Management, the investigated member, Association

representatives, and City legal representatives, except as permitted by law. Disclosure of the contents of such files may also be made pursuant to a member's written consent, e.g. background investigations, etc. Nothing in this Section is intended to prevent the City, the Association, or the member from using disciplinary actions and investigatory materials as evidence in a legal proceeding.

810.17 ANNUAL REVIEW OF PERSONNEL COMPLAINTS

During the first quarter of each year, Management will review the personnel complaints from the preceding year, focusing upon complaint trends, training needs, and policy changes.

810.18 BOARD OF INQUIRY

At the discretion of the Chief of Police, a Board of Inquiry may be established for the purpose of reviewing a member's actions and the relevant policies and procedures.

The composition of the board will be determined by the Chief of Police based upon expertise, objectivity, and other traits deemed desirable. Objectives, the operational guidelines, and the necessary authority to complete the assignment will be provided to the board in writing by the Chief of Police.

The Deadly Force Review Board, PPM 620, is a Board of Inquiry.

APPENDIX C – DISCIPLINE

812.1 POLICY

It is the policy of the Keizer Police Department that discipline will be fair and when determined appropriate rooted in the desire to help the member succeed in meeting job expectations and complying with departmental standards. Disciplinary actions for sworn law enforcement will be consistent with applicable law.

812.2 PURPOSE

The purpose of this policy is to provide an understanding of what discipline is and how it might be exercised with regard to member conduct as it relates to the mission and values of the department.

812.3 AFFECTED MEMBERS

This policy applies to employees of the bargaining unit. The term "member" refers to employees of the bargaining unit.

Nothing in this policy should be interpreted to convey a property or liberty interest except what is described in a Collective Bargaining Agreement or in law.

812.4 INDEMNITY

This policy is intended for internal use only and shall not be construed to increase or establish a member's civil or criminal liability. Nor shall it be construed to create or establish a higher standard of safety or care. A violation of any portion of this policy may only serve as the basis for internal disciplinary and/or administrative action.

812.5 CAUSES FOR DISCIPLINE

Violation of any of the directives and rules contained in this manual, violations of any general or special order, or failure to meet standards which the department may reasonably expect of a professional police officer or other member may be cause for disciplinary action.

The type and severity of disciplinary action depends on the nature of the offense, the totality of circumstances, the number and frequency of previous acts of misconduct, the quality of overall performance, the need to maintain discipline and public trust, and other relevant factors.

Complaints against members, which allege criminal violation(s), may be grounds for investigation or bringing criminal charges. Criminal proceedings are separate and distinct from discipline and will not serve to prevent the internal disciplinary process from dealing with the same matter.

Generally, causes for discipline are violations of the *Performance Standards* presented in PPM 808.

812.6 RESPONSIBILITIES FOR DISCIPLINE PROCESS

812.6.1 CHIEF OF POLICE

Final disciplinary authority and overall responsibility for personnel administration rests with the Chief of Police or designee with authority to impose discipline. The Chief of Police or designee will give notice of disciplinary actions, except for written reprimands, prior to imposition. Supervisors and other managers have shared responsibility to ensure that training, counseling and appropriate discipline occurs.

Disciplinary actions include written reprimands, suspensions without pay, reduction in salary, demotion, and termination of employment.

Coaching and counseling are not considered disciplinary actions and are not subject to grievance. An employee may provide a written rebuttal to a coaching or counseling within 10 days of imposition. Rebuttals will be maintained with coaching or counseling documents.

812.6.2 MANAGEMENT AND SUPERVISORS

Managers and Supervisors are responsible for taking action to ensure the performance and conduct of subordinates adheres to department directives, policies and procedures.

Managers are authorized to exercise their independent judgment to take disciplinary action up to and including written reprimand. Supervisors may suspend with pay where the suspension is administrative and not as discipline.

Imposition of other disciplinary action may be recommended and will be reviewed and approved in advance by the Chief of Police.

812.6.3 ALL MEMBERS

Any member of the bargaining unit who commits an offense contrary to law or violates the policies of the department or City, who demonstrates incompetence in job related duties, or otherwise demonstrates unsuitability for further service is subject to discipline. Furthermore, members shall cooperate with the discipline process, including answering all questions regarding the performance or conduct of any other department member, subject to applicable constitutional rights.

812.7 PRE-DISCIPLINARY MEETING

For disciplinary actions involving loss of pay, reduction in pay or rank, or discharge, the pre-discipline process is intended to provide the accused member with a voluntary opportunity to present a written or verbal response to the Chief of Police or designee with authority to impose discipline after having had an opportunity to review the supporting materials and prior to imposition of any recommended discipline involving loss of pay, reduction in pay or rank, or termination of employment. The member shall consider the following:

- A. This response is not intended to be an adversarial or formal hearing.
- B. Although the member may be represented by an uninvolved Association representative and/or the Association's legal counsel, the response is not designed to accommodate the presentation of testimony or witnesses.
- C. The member or designee may suggest that further investigation could be conducted, or the member may offer any additional information or mitigating factors for the Chief of Police or designee, to consider.
- D. In the event that the Chief of Police or designee elects to cause further investigation to be conducted, the member shall be provided with the results of such subsequent investigation prior to the imposition of any discipline.
- E. The member or their designee may thereafter have the opportunity to further respond verbally or in writing to the Chief of Police or designee on the limited issue(s) of information raised in any subsequent materials or investigation.
- F. Once the member has provided a response, or, if the member has elected to waive any such response, the Chief of Police or designee with authority to impose discipline shall consider all information received in regard to the recommended discipline. The Chief of Police or designee with authority to impose discipline shall thereafter render a timely written decision to the member imposing, modifying or rejecting the recommended discipline. In the event of a termination, the final notice of discipline shall also inform the member of the reason(s) for termination and the process to receive all remaining benefits. Disciplinary actions will include explanation of reasoning for reaching the imposed action inclusive of application of any aggravating or mitigating circumstances consistent with state law.
- G. Once the Chief of Police or designee has issued a written decision, the discipline shall become effective; however, if the decision is for termination, the decision must first be ratified by the City Manager after which it will become effective.

See also Section 812.92 for more pre-disciplinary procedures.

812.8 SUSPENSIONS AND DISCHARGE

812.8.1 SUSPENSION FOR DISCIPLINE

A member suspended without pay for discipline shall have no department authority, nor shall any such member engage in any police or duty-related function while suspended, except when required by law (e.g., in compliance to a subpoena), for which the member shall be compensated. A member relieved from duty or suspended for discipline shall not be permitted to wear the uniform of the Keizer Police Department nor permitted to use or wear any department clothing, equipment or other items except as otherwise directed by the Chief of Police and shall immediately surrender the badge, identification card, and other issued equipment as directed.

812.8.2 TERMINATION OF EMPLOYMENT

Upon successful completion of probation, employees shall not be terminated except as provided in the applicable policies or in the Collective Bargaining Agreement. This policy provides disciplinary procedures and shall not be construed as conferring on any employee any right or expectation of continued employment. Such rights are found in the City personnel policies and the Collective Bargaining Agreement.

812.9 JUST CAUSE AND DUE PROCESS REQUIRED

812.9.1 JUST CAUSE

Excluding sworn law enforcement officers, a member of the Association who has completed the initial probationary period may not be disciplined except for "cause" or "just cause." A number of factors may be taken into account and given appropriate weight. They include the following:

- To what extent has the member been trained in the proper conduct or manner of performance?
- Has the member had the same kinds of performance problems in the past (repeat offender)?
- Has the member been disciplined for the same or similar conduct in the past?
- If the member has been disciplined in the past, how has the member responded to the discipline?
- How serious is the offense? Is it just an annoyance? Has the member caused personal injury or property damage? Has the member done something illegal, engaged in a serious violation of departmental policies or standards or engaged in conduct that renders himself/herself unable to perform the essential functions of the job?
- Have other members had similar performance problems? If so, how have their situations been addressed?

- Are there acceptable explanations for the member's conduct which should be taken into account?
- How has the member performed in other aspects of employment?
- Are there personal problems that account for the conduct?
- Has the department taken reasonable steps to help the member correct the problem?

For sworn law enforcement officers, just cause is defined by applicable law. [https://justice.oregon.gov/lesc/documents/LESC 2023-02 Guide to the LESC Rules.pdf](https://justice.oregon.gov/lesc/documents/LESC_2023-02_Guide_to_the_LESC_Rules.pdf)

812.9.2 PRE-DISCIPLINARY, DUE PROCESS (LOUDERMILL)

For employees who have passed probation and prior to taking disciplinary action involving loss of pay, reduction in pay or rank, or discharge, the Chief of Police or designee shall provide an opportunity for a due process meeting as follows. (See also 812.7 for other information related to pre-disciplinary meetings.)

- A. Notification. The Chief of Police or designee shall notify the member in writing of the nature of the charges and the disciplinary options that are being considered. The notification shall include a copy of the complaint against the member and any other witness statements or reports which state facts on which the charges are based, unless confidential and disclosure would compromise another investigation. The Chief of Police or designee shall identify the directives, policies, procedures, work rules, regulations, or other order, of the department which are alleged to have been violated. The notice will include a range of disciplinary sanction contemplated inclusive of aggravating and mitigating circumstances considered.
- B. Right to Respond. The member shall have the right to answer the charges against them, which may include written or verbal statements by the member. The meeting or response is voluntary. The member shall have an informal opportunity to respond to the charges (orally or in writing), normally within three business days from receiving such written notice, which shall be extended upon request up to two additional business days. Extensions beyond this time period must be approved by the Chief or designee and will only be granted if determined necessary to enable a member to provide a meaningful response.
- C. Conduct of Meeting. The opportunity to respond may occur at a meeting. If so, the meeting must be presided over by the person who will determine whether the discipline will be imposed and, if so, what disciplinary action will be issued. The meeting shall be informal and sufficient to assure the member full opportunity to be heard, refute the charges, and provide any additional statement or position to be considered prior to the imposition of discipline. The meeting shall be audio recorded. The Chief of Police or other person having authority to preside over the meeting will determine when the conference is concluded, who may be present, may request further documentation, and may consider

any information deemed pertinent and necessary to assist in reaching a logical determination.

The member or designee may make any presentations they believe relevant to their case. However, the meeting is not a full hearing and witnesses are not subject to call or examination. The member may provide written statements. Testimony of witnesses or cross-examination of witnesses will not occur at this meeting.

The Chief of Police or other person having authority to preside over the meeting will issue a written decision exonerating the member, imposing discipline, or taking any other action deemed appropriate.

812.10 GRIEVANCE/APPEAL OF DISCIPLINE

- A. BARGAINING UNIT MEMBERS. Members of the bargaining unit have the right to appeal as is specified in the collective bargaining agreement. The union agreement provides the sole and exclusive appeal procedure for covered bargaining unit employees.
- B. MEMBERS ON PROBATION. Members on probation who are terminated for unsatisfactory performance or failure to meet department standards have no right to grievance or appeal.

812.11 NAME-CLEARING OPPORTUNITY

A name-clearing opportunity is a meeting in which a member has an opportunity to clear the member's reputation from potentially stigmatizing information prior to a public disclosure of the reasons for termination.

812.11.1 REQUEST FOR NAME-CLEARING OPPORTUNITY

Whether or not a terminated member requests a name-clearing opportunity, the department or City may offer a name-clearing opportunity prior to, after termination, or near the same time as the public disclosure of potentially stigmatizing information. The pre-disciplinary meeting, as stated in Section 812.9.2, is considered a name clearing opportunity.

812.11.2 PROCEDURES

While there are no predetermined procedures for a name-clearing opportunity, the following are guidelines:

- The terminated member may attend the meeting in person or may submit a written response.
- Witnesses should provide their testimony in writing and are not required to attend in person.

- The meeting should be scheduled for a period of time intended to enable the member to be heard but will generally be scheduled for no more than two hours.
- The meeting should be recorded, but is not required. *(Note: If employee contests being recorded, proceed and take notes.)*
- The member may present any evidence, but it must be relevant to the basis for the termination.
- No one who attends or provides statements at the meeting should be placed under oath or cross-examined.
- The department or City should not be expected to and may not present evidence or "respond" to the information presented by the member or designee.

812.11.3 AFTER A NAME-CLEARING OPPORTUNITY

All a name-clearing meeting requires is an opportunity for a terminated member to be heard, thus no action is required during or after the meeting. A record of the meeting and any evidence presented to the department or City should be kept with the personnel investigation.

APPENDIX D – DRUG AND ALCOHOL POLICY

PURPOSE

The City considers its employees to be its most valuable asset and is concerned about their safety, health and wellbeing. The misuse of alcohol and other drugs can impair employee performance and general physical and mental health and may jeopardize the safety of co-workers and the general public. The City is committed to maintaining a safe and healthy work place for all employees by identifying the misuse of alcohol and drugs and assisting employees to overcome these problems through appropriate treatment and, if necessary, disciplinary action. The presence or treatment of a substance abuse problem will not excuse an employee from meeting performance, safety or attendance standards or following other City instructions.

The parties also recognize the City's responsibilities pursuant to the Drug Free Work Place Act of 1988. The Association and the City acknowledge that employees shall not report to work under the influence of intoxicating liquor or illegal drugs. All employees understand that the use, sale, possession, manufacture, distribution and/or dispensing by an employee of an intoxicating liquor, controlled or illegal substance as defined by federal law, or a drug not medically authorized, or any other substances which impair job performance or pose a hazard to the safety and welfare of the employee, other employees or the public is strictly prohibited, except for alcohol or medically prescribed controlled substances off-duty, and possession of controlled substances while in the course and scope of employment and the possession of seized evidence while on-duty. The parties recognize that conduct in violation of this policy may result in disciplinary action and/or criminal investigation if appropriate. This policy will be enforced and administered in a manner which is consistent with the value statements set forth in this Section.

PROHIBITED CONDUCT

The following conduct is strictly prohibited:

- A. The buying, selling, distributing, transporting, possessing, manufacturing, consuming or using illegal drugs per federal law, including marijuana, or alcohol while on City property or in City vehicles or equipment or during work hours, including paid rest and meal periods, except as necessary in the performances of duties (confiscated evidence; approved undercover operations, etc.).
- B. Reporting to work or returning to duty under the influence of alcoholic intoxicants, except as necessary in the performance of an official special assignment or if directed otherwise. Under the influence is defined as "being impaired to a noticeable and perceptible degree" (OAR 265-010-0030). For the purpose of this Policy, an employee will be considered to be under the influence of alcohol if their blood or breath tests greater than .02% BAC. The City may also consider other evidence in determining whether an employee is "under the influence."

It is recognized that employees may be called back to duty during normal off-duty hours. To ensure compliance with this Policy and safety standards, employees who have consumed alcoholic beverages within four (4) hours of responding to the callback or, for any reason, believe they may be impaired from performing the duties of the callback are required to notify the supervisor upon being contacted for callback and provide the supervisor with complete information regarding such consumption. The supervisor will determine whether the employee can safely report for work. The callback of employees who are impaired to a perceptible degree to perform patrol duties is prohibited.

- C. Consuming or using illegal drugs per federal law, including marijuana or synthetic substances with similar effects of illegal drugs. An employee will be in violation of this policy if the employee tests positive for a listed substance at a value equal to or in excess of the values provided in the Testing Levels chart provided at the end of this policy.

An employee is also considered in violation of this policy for being at work *impaired to a noticeable and perceptible degree* of illegal drugs, prohibited substances, including marijuana or synthetic substances with similar effects while on duty, excluding any substance lawfully prescribed for the employee's use within the instructions prescribed.

The City may also consider other evidence in determining whether an employee is "under the influence."

- D. Failing to fully cooperate with any aspect of the City's enforcement of this Policy, including but not limited to, refusing to promptly submit to required testing, giving false, diluted or altered urine samples, failure to authorize the release of information to the City and failure to comply with rehabilitation conditions imposed by the City or rehabilitation counselors.
- E. Failure to promptly report conviction, arrest or plea-bargaining for an alcohol or drug related criminal offense. All drug and alcohol related convictions, arrests and plea-bargaining arrangements must be reported to the Chief on the workday immediately following the conviction, arrest or plea-bargaining arrangement.

For purposes of this Policy, the term "drug" shall be defined in accordance with the definition of "controlled substance" set forth in ORS 475.005(6).

Employees who engage in any prohibited conduct will be subject to discipline including discharge.

MEDICAL MARIJUANA

In addition to the above, employees must comply at all times with all federal and state statutes and regulations regarding the illegal use of drugs. It is important to note that marijuana is an illegal drug under the federal Controlled Substances Act, which means that it has no acceptable medical use under federal law. Therefore, any on or off duty use of marijuana which is inconsistent with the "prohibited conduct" listed above will be considered a violation of this

policy, even if an employee has a prescription for the use of marijuana under the Oregon Medical Marijuana Act. If the City determines that the employee using medical marijuana is disabled under applicable disability discrimination statutes, the employee will be asked to enter into an interactive discussion with designated representative(s) to determine whether a reasonable accommodation can be made that would allow the employee to continue to be employed without violating Departmental standards.

DISCLOSURE OF MEDICATIONS

Employees are responsible for consulting with their physicians and carefully reviewing medication warnings, including any warnings pertinent to the effects of use of a combination of medications. Each employee who is using over-the-counter or prescribed medications under circumstances where he or she knows or should know that the use of the medication may produce side effects that will affect his or her ability to safely perform all essential job duties must notify the Human Resources Director of the substance taken and the side effects before reporting to work or returning to duty. Medical verification of ability to safely perform job duties may be required before the employee is allowed to work. Employees are eligible to utilize sick leave benefits pending receipt of acceptable verification. In the event sick leave benefits are depleted, the employee may utilize other accrued time. In the event the employee does not designate a paid leave account, the City will make the designation, using accrued vacation as the last choice.

Although the use of prescribed drugs or non-prescription medications, which contain controlled substances as part of a prescribed medical treatment program, is not grounds for disciplinary action, failure to report the use of such substances as described above, illegally obtaining the substance or use which is inconsistent with a prescription or label, may subject the employee to discharge.

MANDATORY TESTING

Employees will be required to undergo mandatory testing as follows:

- A. Reasonable Suspicion Testing: Where the City has a reasonable suspicion that an employee has reported to work or returned to duty under the influence of any alcoholic intoxicants or controlled substances, including marijuana, or has a control substance including marijuana present in the body, the City may require that the employee immediately submit to field impairment tests, blood, urine or breathalyzer test or any combination thereof. The City shall pay for the costs of the tests.

“Reasonable suspicion” will be based on observations of an employee’s other reliable indicators that would cause a reasonable person to believe that an employee has reported to work or returned to duty with alcohol or drugs in his or her system. Whenever practicable, reasonable suspicion will be established by the observations of two or more supervisors or managers.

Employees who are required to submit to reasonable suspicion testing are prohibited from transporting themselves to the collection site. A supervisor or management employee will provide transportation.

- B. Random Testing: The City may test no more than three (3) Police Officers for drugs on a random basis for each selection event. Testing shall be conducted twice yearly at unannounced times. Employees subjected to random testing will be selected from a pool of identification numbers by the City's contract testing service and tested in accordance with Random Drug Testing Protocols set forth below and consistent with City Testing Policy. Employees selected for random testing will be tested at the Keizer Police Department using a mobile testing unit or, at the employee's option, a testing facility at times designated by the City.

In the event that an employee who is randomly selected for testing is on vacation, sick leave, FMLA/OFLA leave or is absent from work due to training or other reasons, that employee's random testing may be deferred by the City. However, any employee whose test is deferred may be required to submit to unannounced testing at any time within ninety (90) days of the date he or she would otherwise have been required to submit to testing.

- C. Individualized Suspicionless Testing: The City may also require an employee who has requested assistance to address a drug and/or alcohol dependency or who has been placed on a "Last Chance" or "Rehabilitation and Return to Work Agreement" to undergo rehabilitation assistance to submit to individualized, suspicionless testing.

When the employee is notified that the employee is required to consent and submit to such tests or searches as set forth in this Policy, the employee may request the presence of an Association representative to witness the tests or searches. The test or searches may not be unduly delayed in order to wait for a representative. In the event the City reasonably believes that a delay may affect test results, the right to an Association representative to witness the test or search may be denied. The absence of a representative shall not be grounds for the employee to refuse to submit to such tests or searches. The presence of a representative shall not disrupt or interfere with the tests or searches.

Urinalysis or saliva testing, at the option of the employee, will be conducted for all types of drug testing. Breathalyzer or blood testing will be conducted for all types of alcohol testing, with the employee selecting the testing option without causing any unreasonable delay. In the event the employee does not specify a testing option, the City may make the selection.

SAFEGUARDS

In the event that the blood or urine test results are positive for controlled substance(s) including marijuana, the City shall require that a second confirmatory test from the same sample be

conducted, using gas chromatography mass spectrograph techniques or equivalent, which also must be positive before concluding the employee has such substance(s) present in the employee's body.

If a blood or confirmed urine test is positive, the City will instruct the laboratory to retain the blood or urine sample for a period of not less than thirty (30) calendar days from the date the tests are complete for the purpose of allowing the employee to conduct an independent test at the employee's own expense at a laboratory approved by the City.

The procedure followed under this Article to obtain, handle and store blood and urine samples and to conduct laboratory tests shall be documented to establish procedural integrity and chain of evidence. Such procedures shall be administered with due regard for the employee's privacy and the need to maintain the confidentiality of test results to an extent which is not inconsistent with the needs of this policy. The employee shall be notified of the results of all tests conducted pursuant to this policy.

VOLUNTARY REHABILITATION

The primary objectives of the City's drug and alcohol policy are to maintain employee performance and good health and a safe work environment. Although the City will support voluntary treatment efforts for employees with drug and/or alcohol dependency problems, it is up to each employee to pursue treatment before dependency problems result in unsatisfactory performance, attendance, violations of safety or other standards and before the employee violates this policy. If an employee notifies a supervisor of a drug or alcohol problem that requires treatment prior to violating Departmental standards or this Policy, the employee may, as recommended by a Substance Abuse Professional (SAP), be placed on a leave of absence or adjusted work schedule to allow for in-patient or out-patient rehabilitation.

Employees who voluntarily inform the City prior to a Policy violation or testing requirement that they have a drug or alcohol-related problem will be removed from their duties to allow for rehabilitation and treatment. The employee will not be permitted to return to their regular duties until such time as the authorized Substance Abuse Professional provides the City with appropriate documentation verifying that the employee is complying with all rehabilitation and after care requirements. The City may also require written documentation from a Health Care Provider confirming that the employee can safely perform their job duties.

Employees who claim drug or alcohol dependencies after violating this Policy are subject to discipline, consistent with this policy, irrespective of such dependencies.

The City may, however, at its discretion, allow an employee a one-time opportunity to undergo evaluation and rehabilitation in lieu of discharge, or other disciplinary action, provided the employee agrees to all treatment, rehabilitation, testing and other conditions as set forth in a written Rehabilitation and Return to Work Agreement required by the City. Such Agreements

will be effective for no longer than five (5) years from the date signed. Any employee who violates the terms of the Agreement is subject to immediate termination.

An employee may be required to participate in a drug and/or alcohol treatment program and follow-up care because of disciplinary action arising from a drug and/or alcohol problem, or as a condition of continued employment. A Substance Abuse Professional (SAP) must first evaluate an employee who is so required and determine any necessary assistance.

SEARCHES

The City reserves the right to conduct searches for any reason of City equipment or facilities generally; and may search anything or area in which the employee has an expectation of privacy (i.e., desk or locker or clothing or personal property) to the extent permitted by the law. Refusal by the employee to submit to a lawful search can result in termination.

CONSEQUENCES OF SEARCH RESULTS

Searches which do not reveal the presence of alcohol or controlled substances, including marijuana (but excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse), shall result in no further action against the employee related to an alleged violation. The employee shall be informed of such search results.

Searches which reveal the presence of alcohol or controlled substances, including marijuana (but excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse), shall result in those consequences specified in this Policy, as though a positive blood or confirmed urine test had been administered.

RANDOM DRUG TESTING PROTOCOLS

The procedures for random drug tests required pursuant to this Policy are as follows:

- A. A listing of all participating employees will be sent to the City's contract testing service.

Each employee will be issued a unique identifying number and identification card. Corresponding numbers will be entered into a database at the testing facility.

- B. At semi-annual intervals, the computer program will randomly select from the KPA EMPLOYEE (KPA) POOL who are to be tested. Names are not drawn, only the identifying number. At that time, the HR office is notified of these employees who have been randomly selected for testing.
- C. The City will provide notice to the employee who has been selected for a random test advising them to report to the testing location to provide a urine or saliva sample.

Random testing will be ordered when the employee is on duty and is considered compensable time worked. Employees will not be recalled to work for random testing.

- D. The sample is handled under strict chain-of-custody requirements and is sent to an independent laboratory for analysis using a Gas Chromatography Spectrometry (G.C./M.S.) testing process (the laboratory that is used is certified by the Federal Substance Abuse and Mental Health Services Administration (SAMHSA). If the test is negative, the laboratory notifies the testing facility who in turn notifies the City of the negative results.
- E. Same scenario as D, except the laboratory detects a questionable substance. The laboratory sends the sample to a Medical Review Officer (MRO). An MRO is defined as, a person who is a licensed physician (Doctor of Medicine) and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results. The MRO acts as an independent and impartial gatekeeper. The MRO is an advocate for the accuracy and integrity of the drug testing process. The MRO contacts the employee and discusses the test. If the employee is for instance, taking a prescription medication, the MRO will obtain the name of the prescribing physician and verify the prescription. Upon verification, the testing facility is advised of a negative test result. The City does not know any more than the fact that a negative result was obtained.
- F. Same scenario as D, except employee does not have a valid reason for the substance (i.e., took spouse's pain medication or . . .). After the MRO has or repeatedly tried to contact the employee, the MRO will notify the City's designated representative that this employee has tested positive for substance.
- G. A confirmatory test can be done- same sample – not a different one. In addition to the confirmatory test, if there is enough sample, it is possible for the testing facility to send a portion of the sample to another independent lab for testing. The City will pay for the initial screening test and one (1) required confirmation test. If an employee wants additional verification test conducted, the employee is responsible for payment of all associated costs. Should the employee-ordered verification test produce a false positive, the employee will be reimbursed for the cost of said test.

TESTING LEVELS

The following initial and confirmatory levels are used when screening specimens to determine whether they are positive or negative for the following drugs or classes of drugs. Results equaling or above these standards are considered a positive test in violation of policy.

Initial Test Analyte	Initial Test Cutoff Concentration	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA)	50 ng/mL	THCA	15 ng/mL
Cocaine metabolites (Benzoylecgonine)	150 ng/mL	Benzoylecgonine	100 ng/mL
Codeine/Morphine	2000 ng/mL	Codeine Morphine	2000 ng/mL 2000 ng/mL
Hydrocodone & Hydromorphone	300 ng/mL	Hydrocodone Hydromorphone	100 ng/mL 100 ng/mL
Oxycodone/Oxymorphone	100 ng/mL	Oxycodone Oxymorphone	100 ng/mL 100 ng/mL
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
Amphetamine/ Methamphetamines	500 ng/mL	Amphetamine Methamphetamine	250 ng/mL 250 ng/mL
MDMA/MDA	500 ng/mL	MDMA MDA	250 ng/mL 250 ng/mL

These drug and testing levels are intended to be consistent with Department of Transportation (DOT) standards. In the event that DOT testing substances and/or testing cutoff levels change, the above list shall be automatically adjusted to be consistent with DOT standards.

ADDITIONAL INFORMATION AND EDUCATIONAL MATERIALS

Additional information regarding the effects of alcohol and controlled substance use, signs and symptoms of problems and how to respond to drug and alcohol problems in the workplace is available in the City Personnel Policy Manual.