

# **COLLECTIVE BARGAINING AGREEMENT**



**Between**

**CITY OF KEIZER**

**And**

**KEIZER POLICE ASSOCIATION**

**July 1, 2021 through June 30, 2023**

## Table of Contents

PREAMBLE .....	1
ARTICLE 1 – RECOGNITION .....	2
ARTICLE 2 – MANAGEMENT RIGHTS .....	4
ARTICLE 3 – ASSOCIATION RIGHTS.....	6
ARTICLE 4 – CITY SECURITY.....	9
ARTICLE 5 – WORKING CONDITIONS.....	10
ARTICLE 6 – FUNDING.....	24
ARTICLE 7 – WAGES .....	25
ARTICLE 8 – INSURANCE AND RETIREMENT.....	31
ARTICLE 9 – LEAVE WITH AND WITHOUT PAY.....	35
ARTICLE 10 – VACATION AND HOLIDAYS.....	40
ARTICLE 11 – PROBATION.....	44
ARTICLE 12 – SENIORITY.....	45
ARTICLE 13 – COMPLAINTS, INVESTIGATIONS AND DISCIPLINE.....	47
ARTICLE 14 – PERSONNEL RECORDS .....	48
ARTICLE 15 – GRIEVANCE PROCEDURE.....	50
ARTICLE 16 – SAVINGS CLAUSE.....	52
ARTICLE 17 – TERM OF AGREEMENT.....	53
APPENDIX A – WAGE SCALE .....	54
APPENDIX B – PERSONNEL COMPLAINTS AND INVESTIGATIONS.....	56
APPENDIX C - DISCIPLINE.....	66
APPENDIX D – DRUG AND ALCOHOL POLICY .....	72

## **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, 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 Bargaining Unit**

The City recognizes 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 and regular part-time employees in the following classifications:

- A. Police Officer
- B. Police Support Specialist
- C. Community Service Officer
- D. Investigative Services Specialist
- E. Property and Evidence Specialist
- F. Crime Analyst

## **Section 1.2 Regular Part-Time Employees**

The term “regular part-time employee” means any employee of the City who regularly works and receives salary from the City for thirty (30) hours or less per week or less than 1500 hours in any calendar year, but does not include:

- A. Persons engaged as independent contractors.
- B. Seasonal, emergency or casual workers whose periods of employment with the City do not total 600 hours in any calendar year.

Nothing in this Section shall prevent a regular part-time employee from working forty (40) hours per week, provided the hours are authorized by the City and the employee consents to the additional work hours and provided total work hours do not exceed 1500 hours in any calendar year. In the event, however, that a regular part-time employee is required by the City to work more than thirty (30) hours in a week, the employee shall be entitled to accrue vacation and sick leave at the accrual rate for regular full-time employees. Otherwise, regular part-time employees will accrue such benefits, leaves, etc. on a prorated basis.

## **Section 1.3 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, except as prohibited by carrier contract. Domestic partners that have fulfilled the requirements set forth in this form will be eligible for all benefit insurance options available to “spouses” as limited by carrier contracts, 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 1.4 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.

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. In the event no agreement is reached, the City may proceed to fill the position using its designated pay rate. However, if the City elects to do so, 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. To determine the specific programs and services offered by the City, and the methods, means and facilities by which they shall be effectuated.
- B. To 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. To develop work rules and operating procedures not inconsistent with this Agreement.
- D. To 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 and Fair Share**

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 30<sup>th</sup> day of employment. The Association agrees to provide the Human Resources Director with a list of all bargaining unit employees who were members of the Association prior to June 2, 2018. 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.

The parties agree to the primary principle that Association activities will normally be performed outside an employee's duty and working hours.

### **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.

## **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 Hours of Work

- A. 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.
- B. 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. Louisiana Plan Schedule: This schedule shall consist of a consecutive twelve (12) hour workday. This work schedule shall consist of two (2) consecutive twelve (12) hour workdays followed by two (2) consecutive days off, three (3) consecutive twelve (12) hour workdays followed by two (2) consecutive days off, two (2) consecutive twelve (12) hour workdays followed by three (3) consecutive days off. Day Shift shall be 0700 to 1900 hours. Night Shift shall be from 1900 to 0700 hours.
  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.
  6. Community Response Unit (CRU) Schedule: The shift hours of the CRU will be in accordance with Section 5.1.B. 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.
- C. 12-Hour Shift Time: Officers working a 12-hour work schedule pursuant to Section 5.1.B.1, B.2, or B.5 will be scheduled to work a total of 168 hours in each FLSA 7(k) 28-day work cycle. Employee salaries, as set forth in Appendix A, shall compensate the straight-time portion of one hundred sixty (160) hours. Effective for the 2018-2021 Agreement, the 28-day work cycle shall commence at the beginning of the pay period starting June 25, 2018 and end on the last day of the pay period on July 22, 2018, and shall continue in consecutive 28-day cycles. To compensate officers working 12-hour work schedules for being scheduled to work eight (8) hours in excess of the one hundred sixty (160) hours in each 28-day work cycle that officers working on other shifts are regularly scheduled to work, the City will credit each officer working a 12-hour shift with four (4) hours of shift time for each 14-day pay period. The four (4) hours of shift time will be credited to the officer's shift time bank. The shift time bank shall not exceed sixteen (16) hours. Consequently, officers working 12-hour shifts will not accrue shift time for any pay period that would result in their accruals exceeding the sixteen (16) hour maximum.

Section 5.3 D and Section 5.3 E do not apply to this Section. Each officer is responsible for monitoring his or her shift time bank to avoid situations where they will exceed their sixteen (16) hour maximum accrual and scheduling shift time off at times which do not disrupt operations, cause the City undue hardship, or incur otherwise avoidable overtime expense. Officers are also required to obtain supervisory approval prior to taking shift time off. In the event an officer's shift time bank reaches twelve (12) hours and the officer has not scheduled shift time off to occur within that twenty-eight (28) day work cycle, the City will schedule time off for the officer in increments of one or more four (4) hour blocks to assure the officer stays within the sixteen (16) hour maximum accrual. In the event the City is unable to schedule such time off due to operational needs, the officer will be paid for shift time in excess of the sixteen (16) hour maximum.

If an officer terminates or otherwise separates from employment, any accrued 12-hour shift time will be paid at the final regular rate earned by the employee.

- D. Regular Work Schedules: Generally, the following regular work schedules for bargaining unit members listed will be recognized by the City and the Association:

1. Patrol Units: Pursuant to Section 5.1.B.1.
2. Detective Unit: A 4/10 work schedule pursuant to Section 5.1.B.4. Half of the unit shall be scheduled to work Monday through Thursday; the other half of the unit shall be scheduled to work Tuesday through Friday. Detectives shall adjust their schedules to avoid overtime for court and Grand Jury that is scheduled during regular business hours, Monday through Friday, 0800 to 1700 as defined in Section 5.10.

If a detective adjusts his or her schedule to avoid overtime for court or Grand Jury, the work schedule adjustment must occur within in the same workweek as described in Section 5.1.A.

3. Investigative Services Specialist: A 5/8-work schedule pursuant to Section 5.1.B.3.b.
  4. Traffic Safety Unit: A 4/10 work schedule pursuant to Section 5.1.B.4.
  5. School Resource Officer Unit: A 5/8 work schedule pursuant to Section 5.1.B.3.a.
  6. Police Support Specialist: A 5/8 work schedule pursuant to Section 5.1.B.3.b.
  7. Property and Evidence Specialist: A 5/8 work schedule pursuant to Section 5.1.B.3.b.
  8. Community Services Officer: A 5/8 work schedule pursuant to Section 5.1.B.3.a.
  9. Community Response Unit (CRU): The shift hours of the CRU will be in accordance with Section 5.1.B.
  10. Crime Analyst: A 5/8 work schedule pursuant to Section 5.1.B.3.a. or b.
- E. 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.B 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.B, 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.B.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.

- F. 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 a supervisor(s) or 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 he or she worked his or her 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.

- G. 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 officers assigned to the Patrol Unit are required to work at least one quarter in each fiscal year on a different schedule, i.e. officers who work Day Shift will be required to work at least one quarter on Night Shift and vice versa.
3. The new schedule will be posted a minimum of thirty (30) days in advance of scheduled rotations. This schedule is based on no overtime expense to the City by virtue of

rotation, and no officer who is working a 12-hour work schedule will work more than 168 hours without overtime in the 28-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 officers 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 officers assigned to patrol to different shifts.

5. The Chief of Police may suspend Section 5.1.G.2 annually.

H. 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.

Notwithstanding the 14-day notice requirements of this Section, because DPSST determines the 40-hour work schedule of City of Keizer employees who are attending Basic Police (i.e., recruit) training at DPSST such employees shall flex their 40-hour work schedules in accordance with Section 5.4.

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. Notwithstanding the compensation for travel described in this Section, employees choosing to commute to Basic Police training at DPSST (instead of staying in a residence hall provided by DPSST) will not be compensated for travel time to and from DPSST.

I. 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, 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. 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.

- J. Training-Adjust Time: The purpose of Training-Adjust Time is to compensate employees for attending in-service training during regularly scheduled time off 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 accrue Training-Adjust Time, accrued at the rate of time and one-half.

To accommodate 10 (ten) hour training days attended during regularly scheduled time off, trainees will accrue Training-Adjust Time at the rate of time and one half (1 ½) for time spent in in-service training and compensable travel up to a maximum of fifteen (15) straight-time hours of Training-Adjust Time. In order to facilitate adequate time off, Training Officers may accrue an additional fifteen (15) hours (for a maximum of thirty (30) straight-time hours) while instructing or preparing to instruct any training, including training that is not in-service training.

Not less than one month prior to the next scheduled in-service training, every employee shall have taken off enough Training-Adjust Time to ensure that he or she can accrue fifteen (15) hours more of Training-Adjust Time at the training, without exceeding the maximum. If the employee does not schedule the time off, the employee's supervisor shall do so for the employee prior to the next scheduled in-service training. If the above does not occur and the Training-Adjust Time is not scheduled or is cancelled, any hours in excess of the fifteen (15) or thirty (30) hour maximums will be paid at the applicable rate.

A request to take off Training-Adjust Time can be denied for operational necessity, including the avoidance of overtime. Training-Adjust Time cannot be cashed out except upon separation or as described above.

- K. Compensation for Training Officers Providing In-Service Training: Training Officers providing in-service training during regularly scheduled time off and not during their scheduled in-service training hours shall be compensated with Training-Adjust Time or overtime.

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 12 hours of paid administrative leave to ensure the Training Officer is rested for training as a trainer and for his or her 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.

- L. Compensation for Training Officers for Other 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.H. Training that is not temporarily changed in accordance with Section 5.1.H or flexed in accordance with Section 5.4 shall be compensated with Training-Adjust Time or overtime.
- M. 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.
- N. 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.

Officers who voluntarily leave an assignment, other than patrol, may be placed on the patrol shift vacated by the officer who replaces him or her, provided the officer's replacement is reassigned from the Patrol Unit.

Officers in assignments other than patrol who are involuntarily reassigned to the Patrol Unit shall be assigned to the new assignment/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 as determined by their supervisor.

- B. Meal Periods: All sworn officers who are able to perform all of the duties of a police officer (not on modified duty, shift or assignment – see Section 8.6) and CSOs 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 officers shall not be entitled to additional compensation in the event these paid meal periods cannot be taken.

While situations in which sworn officers 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 officer 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 officers' restrictions and modified duties.

All other employees shall have a regular uninterrupted meal periods up to one (1) hour without pay. If an occasion arises where an employee is required to work through their meal period, they shall be paid for that meal period and they shall take a rest or meal period as soon as possible.

### **Section 5.3 Overtime**

No overtime shall be worked unless authorized by the Chief of Police, his 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, including employees at Basic Police training at DPSST, overtime shall be compensated for all time worked outside the employee's regularly scheduled shift. Employees at Basic Police training at DPSST shall accrue overtime for hours worked in excess of a 40-hour workweek, not an eight-hour workday. See also Section 5.1.H regarding the schedules of employees at Basic Police training.

- B. Overtime Compensation: Compensation for authorized overtime shall be paid at the rate of time and one-half per hour rounded to the nearest quarter hour. 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. Notice of Overtime: Overtime work shall be assigned by the Chief of Police, his designee or a supervisor. Whenever possible, the Chief of Police, his 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.
- F. 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 his or her next regularly scheduled consecutive work shift. Using paid administrative leave to take time off must be approved by the employee's supervisor or his or her designee. This provision is intended to be reserved for those rare times when an employee is too fatigued to continue to safely perform his or her duties or work all or part of his or her current or next regularly scheduled consecutive work shift.
- G. 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 his or her next regularly scheduled work shift without time off (i.e. where the work in excess of twenty-four (24) hours runs into his or her 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.

#### **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 28-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 his or her regular shift or when the employee's shift is extended;
2. If an employee has completed his or her shift and less than thirty (30) minutes has elapsed;
3. If an employee is called back to work to correct a mistake or to complete a task that, in the City's view, be completed prior to the employee's next regularly scheduled shift.
4. Electronic Call-Back. Employees contacted by a supervisor, or by another employee with a supervisor's approval, who are required to work outside their regular work schedule shall be paid overtime for the actual time spent, rounded to the nearest quarter hour, provided the contact lasts seven-and-a-half (7.5) minutes or longer. Such communication with the employee that is less than 7.5 minutes or is administrative in nature shall be considered *de Minimis* and will not be compensated.

B. Emergency Call Out: 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 out members for overtime without regard to seniority.

C. Non-Emergency Call Out:

Non-emergency overtime shall be offered to members by seniority and classification 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.

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

When a non-emergency overtime call-out 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 highest seniority to lowest seniority. In cooperation with the Association, the City shall maintain a list, sorted by seniority (highest to lowest), that includes each member's name, one phone number of their designation, 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-out, a supervisor (or designee) shall begin at the top of the seniority list and contact or leave a message (including 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-out member.

(This is relevant in case a member volunteers for the overtime, but then a more senior member shortly thereafter returns a call to accept the overtime opportunity.)

In lieu of immediately ordering a member to work the non-emergency overtime, a supervisor (or designee) may place a member on “standby” for 10 minutes, without compensation, to continue calling from the seniority list in an effort to find a member who will accept the non-emergency call-out 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 available officer).

A list of Association members ordered to work non-emergency call-out overtime shall be maintained in a binder entitled “Non-Emergency Call-Out.” The members and dates of call-outs shall be recorded and members shall not be subject to being ordered to work a non-emergency call-out again until the list starts over or is reset at the beginning of the calendar year.

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. 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.
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.
5. Call-Back from Shift Time: If a member’s “shift time” is cancelled by the Department for operational reasons, it will be paid at straight time rate.
6. Call-Back from Training-Adjust Time: If a member’s “adjust time” is cancelled by the Department for operational reasons, it will be paid at applicable rates.

## **Section 5.6 Court Appearances**

Except as set forth below, off-duty employees who are required to appear 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 three (3) hours overtime pay at that 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 appear 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 that 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 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:

- A. Be compatible with the employee's City duties.
- B. In no way detract from the efficiency of the employee in City duties.
- C. In no way be a discredit to City employment.
- D. Not take preference over extra duty required by City employment.

However, such approval shall not be withheld arbitrarily.

## **Section 5.8 On-Call Detective**

The following provisions shall apply to on-call detectives:

- A. Each week of seven (7) consecutive days, at least one (1) detective will be assigned as the On-Call Detective. In the event any members of the CRU or SRO units are temporarily assigned (via Personnel Order) to the Detective Unit, they may enter the On-Call rotation.
- B. Members assigned as an On-Call Detective 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.

On-Call Detectives who are unable to fulfill their on-call responsibility for any reason shall notify the Criminal Investigations Division supervisor immediately, and the On-Call Detective shall be responsible for finding another detective to fulfill their On-Call Detective responsibility.

- C. The On-Call Detective assignment shall begin at 0700 hours on Monday and end at 0659 hours on the following Monday. The detective assigned to the On-Call week shall be compensated with \$350.
- D. A rotation schedule for the On-Call Detective assignment shall be established between the detectives and their supervisor. Establishment of the schedule shall not prohibit the trading of On-Call weeks between detectives, nor shall it prevent the trading of mid-week On-Call Detective responsibilities as long as the Criminal Investigations Division supervisor or designee approves the trade. The affected detectives may request the City to prorate the compensation accordingly; however, prorates shall be figured on a whole-day basis, from 0700 to 0659 hours, regardless of how many hours were traded.
- E. Generally, On-Call Detectives will not be approved to schedule time off during their On-Call week, unless the detective has arranged for a substitute for his or her on-call status and the Criminal Investigations Division supervisor approves the trade.

### **Section 5.9 On-Call Status, Not On-Call Detective**

Notwithstanding the provisions of Section 5.8, any member of the Department may be placed on on-call status by Command Staff or a designee. Members placed on on-call status shall remain ready to respond as described in Section 5.8.B and shall receive \$50 for each 24-hour period or part thereof that he or she is required to remain in such status. This Section shall sunset at the completion of this Agreement unless reaffirmed.

### **Section 5.10 Definitions**

The following definitions apply to Article 5:



- A. 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.
- B. The term *scheduled days off* refers to those days an employee was not assigned to work as they appear on the master schedule.
- C. The term *regular business hours* refers to the workdays and hours Monday through Friday, 0800 to 1700.

## **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 the Pay Schedule attached.
1. Effective July 1, 2021, wages shall be increased by two-and-one-half percent (2.5%).
  2. Effective July 1, 2022, wages shall be increased by two-and-one-half percent (2.5%).
- B. Step 7 Increases for Police Officers: Police officers who complete ten (10) years of service as a police officer with the City of Keizer will be eligible for step advancement to Step 7 based on a “satisfactory” performance evaluation as described in Section 7.1.D effective the first pay period after completion of ten (10) years.
- C. 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 experience and ability.
- D. 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 shall be eligible for a step increase upon the satisfactory completion of twelve (12) months of employment, regardless of their probationary status, and eligible for their next step increase on the following July 1<sup>st</sup>.

Regular employees will continue to be eligible for step increases on July 1<sup>st</sup>.

- E. 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, 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 a 5% increase above their regular salary, 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.7.

### **Section 7.3 Incentives and Premium Pay**

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

1. Intermediate Certificate: Upon submittal of evidence satisfactory to the City that the employee has received DPSST Intermediate Certification, the employee shall receive two and one-half percent (2.5%) over and above his or her monthly base pay; or
2. Advanced Certificate: Upon submittal of evidence satisfactory to the City that the employee has received DPSST Advanced Certification, the employee shall receive an additional two and one-half (2.5%) percent (or a total of five (5%) percent) per month over and above monthly base pay.

B. Education Incentives:

1. The City shall pay an incentive of two and one-half (2.5%) percent per month over and above monthly base pay for an employee holding an Associate's degree.
2. The City shall pay an additional two and one-half percent (2.5%) percent or a total of five (5%) percent per month over and above monthly base pay to an employee holding a Bachelor's degree from an accredited college or university.

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%) over and above his or her base pay.
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 (5%) percent over and above base pay for the shift during which he or she was required to use the language and for which the use has been documented in the CAD system.

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 except at the discretion of the Chief of Police.

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 be paid five percent (5%) per month of the employee's current pay step 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.
2. Field Training Officer (FTO): An employee designated by the City as a Field Training Officer shall be paid five percent (5%) above the employee's base pay 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 Officer: To compensate the Motorcycle Officer for the hazards of working from a motorcycle and for the off-duty care of the police motorcycle, e.g., daily maintenance, etc., the Motorcycle Officer will be paid five percent (5%) above the employee's regular pay step when assigned as a motorcycle officer.
  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 will be paid an additional five percent (5%) of their regular base pay.
  5. Fleet Manager: Employees assigned as the Fleet Manager for the Department will be paid an additional two and one-half percent (2.5%) of their regular base pay.
  6. Training Officers: An employee designated by the City as a Training Officer shall be paid five percent (5%) above the employee's base pay 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 his or her time sheet.
  7. Temporarily-in-Charge: An officer who is designated or assigned to serve as Officer-in-Charge will receive a 5% increase in the wage to which the employee would be otherwise entitled for the duration of the assignment. This provision also applies to an employee designated or assigned to serve in the same capacity in the Support Services Unit (Records).
- F. Incentives and Special Assignment Pay - Limitations on Cumulative Effect: A maximum of five (5%) percent may be received by any employee by virtue of education incentives provided for above. A maximum of five (5%) percent may be received by any officer qualifying for DPSST incentives provided for above. A maximum of 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 20% 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 (5%) percent, in addition to the above maximums during the shift in which the language was used and documented in the CAD system. All incentives and special assignment pay premiums shall be based on regular base pay.

## **Section 7.4 Payday**

The regular payday for the issuance of paychecks shall be every other Thursday of the month. 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 worn 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 as Detectives requiring business-like attire will be paid six hundred (\$600) dollars per fiscal year clothing allowance.
  - 2. Employees assigned as Police Support Specialist, Investigative Services Specialist, Property and Evidence Specialist, and Crime Analyst, shall be paid three hundred dollars (\$300) per fiscal year clothing allowance. Officers 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<sup>st</sup> 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 \$100 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 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. Travel Reimbursement: When an employee is assigned by the City to attend, on a part-time basis, designated 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. Employees will cooperate in pooling rides when such pooling is available.
- C. Tuition Aid: Contingent upon the availability of funds that have been budgeted for this purpose, tuition aid 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 to one half of the hourly tuition cost for an undergraduate degree course at Western Oregon University, not the promised rate.

### **Section 7.8 Personal Wireless Phone Allowance**

Employees are eligible for personal wireless phone allowances (stipends) as outlined in City policy.

### **Section 7.9 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.

Recognizing that participation in this incentive program is purely 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.



## **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. Employees may contribute voluntarily to one deferred compensation plan administered for the City. The City shall match the employee's contribution up to six (6%) percent of the employee's gross salary.

This Section shall not obligate the employee or the City to contribute more than twenty-five (25%) percent of wages or such other amount as is imposed as a maximum contribution by the Internal Revenue Code or the retirement plan.

### **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.

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 shall use available sick leave or, at the employee's option, another paid leave bank (adjust time, shift time, holiday banks or accrued vacation) to make up the difference between workers' compensation time loss payments and his or her 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 his or her 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, his or her 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 his or her first paycheck following the commencement of the absence, the City will use his or her sick leave, followed by adjust time, shift 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 shift time, 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 of 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 his or her 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 his or her 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 (HSA)**

The City shall contribute two percent (2%) of employee base wage rates into an HSA account for employees covered by this Agreement.

## 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. Part-time employees shall accrue sick leave on a pro-rata basis up to a maximum of 1,260 hours in accordance with Section 1.2.
- B. Use of Sick Leave: Employees may utilize their earned sick leave for the following purposes:
1. When the employee is unable to perform his or her 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 his or her 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 his or her regular wage.
  3. For medical or dental appointments 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 1.3, 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) is absent for an OFLA qualifying reason, including caring for a minor child.
  6. 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 to a donated leave bank administered by the City, as long

as they maintain at least 40 hours in both their sick and vacation leave banks on an ongoing basis. 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 weeks beyond exhaustion of all leave banks),
2. have exhausted all sick leave and other accrued time, and
3. not be eligible for disability benefits under PERS or the City's long-term disability benefits prior to receipt of any donated sick leave.

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. Donated sick leave will be based on a two (2) hour for one (1) hour (2:1) exchange. Donated 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.

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: The City may require an employee to submit verification of eligibility for sick leave from an employee's doctor or healthcare professional whenever the employee's sick leave usage exceeds three (3) consecutive workdays or 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, his or her 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 his or her immediate supervisor advised of his or her 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

his or her doctor or health care professional of his or her need to be absent from work for a definite period or as otherwise approved by his or her supervisor.

- F. Sick Leave on Retirement: Upon retirement of an employee, 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.

## **Section 9.2 Family and Medical Leave**

The City will comply with the Family and Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA). 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, to care for a child who needs home care but does not have a serious health condition, to provide care to an immediate family member or next of kin who is recovering from serious injury or illness incurred in the performance of military service or for absences due to "qualifying exigencies" arising out the fact that an immediate family member has been called or notified of a call to active military duty.

The employee may be required to have his or her 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. Employees may be required to provide a fitness for duty certification before returning from family leave, except in the case of childbirth or adoption, and only if the employee has taken leave for a serious health condition or if the City believes the employee is not fit or may be unable to perform duties as assigned.

When sick leave is used for FMLA/OFLA qualifying purposes, the leave will be counted against the employee's FMLA and/or OFLA entitlement, as permitted by applicable law.

While out on such leave, an employee shall utilize any accrued sick leave he or she is 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 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 his or her 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.

### **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 his or her 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 handicapped 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 1.3, 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.
- E. 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.

## ARTICLE 10 – VACATION AND HOLIDAYS

### 10.1 Vacation

- A. Accrual of Vacation Benefits: Regular and probationary full-time employees shall accrue vacation time on a monthly basis. The amount of an employee's vacation accrual will be adjusted for the City's bi-weekly payroll periods. Vacation pay is earned from an employee's first day of employment but cannot be used until completion of twelve (12) months of continuous employment, except at discretion of the Chief of Police or designee. Regular and probationary full-time employees shall earn vacation pay as follows:
1. From one (1) through two (2) years of employment at a rate of six point seven (6.7) hours per month of employment and will be reflected on the employee's bi-weekly pay stub as 3.10 hours.
  2. Commencing with the third (3<sup>rd</sup>) year of employment at a rate of eight (8) hours per month of employment and will be reflected on the employee's bi-weekly pay stub as 3.70 hours.
  3. Commencing with the fifth (5<sup>th</sup>) year of employment at a rate of ten (10) hours per month of employment and will be reflected on the employee's bi-weekly pay stub as 4.62 hours.
  4. Commencing with the tenth (10<sup>th</sup>) year of employment at a rate of twelve (12) hours per month of employment and will be reflected on the employee's bi-weekly pay stub as 5.54 hours.
  5. Commencing with the fifteenth (15<sup>th</sup>) year of employment at a rate of sixteen point seven (16.7) hours per month of employment and will be reflected on the employee's bi-weekly pay stub as 7.70 hours.
- B. Accrual for Regular and Probationary Part-Time Employees: "Regular part-time" employees shall accrue vacation in accordance with Section 1.2.
- C. Eligibility for Continued Accrual: Regular and probationary full-time and part-time employees will continue to accrue vacation pay, as long as they are actively employed or on paid leave.
- D. 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: Any vacation owed to a terminating employee shall be added to the employee's final pay.
- F. Pay in Lieu of Vacation: An employee, subject to availability of budgeted funds and approval from the Chief of Police, may elect to be paid 40 hours of vacation pay in lieu of

taking 40 hours of vacation time off, if such pay is taken concurrently with 40 hours of vacation time off.

- G. 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) officer 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 an officer 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.

- H. 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 assigned as School Resource Officers or attending DPSST Academy BP Class and those assigned to regular business hours (as defined in Section 5.10) shall accrue floating holidays.
- B. Floating Holiday Accrual Rates. Members accruing floating holidays shall be entitled to accrue twelve (12) 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 twelve (12) hours of floating holiday time off per month (5.54 hours per pay period).

2. A member assigned to a ten (10) hour work schedule will accrue ten (10) hours of floating holiday time off per month (4.62 hours per pay period).
3. A member assigned to an affected eight (8) hour work schedule will accrue eight (8) hours of floating holiday time off per month (3.70 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 police officers 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 guaranteed paid holidays. On these holidays, the business office will be closed.

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

- B. Personal Leave: The purpose of personal leave is to give two (2) additional days off 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 one holiday off per month.

Members who work regular business hours and who do not accrue floating holidays shall receive 16 hours of personal leave per fiscal year. Nonsworn members who work regular business hours and who do not accrue floating holidays shall receive twenty-four (24) hours of personal leave per fiscal year. At the completion of 15 years of service with the Keizer Police Department, nonsworn members who work regular business hours and who do not accrue floating holidays shall receive thirty-two (32) 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 and rehires shall serve a probationary period. The probationary period for sworn personnel may be any time period up to eighteen (18) months and may be extended to a maximum of twenty-four (24) months, if mutually agreed to by the Chief of Police and the Association. Non-sworn personnel shall serve a probationary period of up to twelve (12) months and may be extended to a maximum of eighteen (18) months, if mutually agreed to by the Chief of Police and the Association.

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 or rehired employee to be assigned to regular employee status. Probationary employees 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.

## 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 from last date of hire. 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 in 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 his or her 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.

- A. 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 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.

### **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 restored. 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. Appendices B and C shall not be changed without bargaining. 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, 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. The employee will be asked to acknowledge receipt by signing a copy of the document. Such a signature is not to be construed as indicating agreement with the contents thereof.

### **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 is a verbal or 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, compliance with legal obligations and to defend against legal actions.

## **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. 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 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.

Except as set forth in Section 17.2 below, this Agreement commences on July 1, 2021, and terminates on June 30, 2023. The parties will commence negotiations for a successor Agreement on or about January 2023. This Agreement will remain in full force and effect during the period of negotiations.

### **Section 17.2 Insurance Re-opener**

In the event the insurance and insurance benefits provided under this Agreement trigger the excise (“Cadillac”) tax under the Affordable Care Act, the parties agree to automatically reopen Sections 7.1 and 8.1 of this Agreement.

#### **CITY OF KEIZER, OREGON**

#### **KEIZER POLICE ASSOCIATION**

\_\_\_\_\_  
Timothy E. Wood                                  Date  
City Manager Pro Tem

\_\_\_\_\_  
Andrew McCowan                              Date  
President

\_\_\_\_\_  
John Teague                                      Date  
Chief of Police

\_\_\_\_\_  
Carrie Anderson                                Date  
Vice President

## APPENDIX A – WAGE SCALE

Keizer Police Association Bargaining Unit Employees Pay Schedule - Effective July 1, 2021											
Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
<b>13</b>		19.68	20.27	20.88	21.51	22.16	22.82	23.50	24.21	24.94	25.69
		1,574.40	1,621.60	1,670.40	1,720.80	1,772.80	1,825.60	1,880.00	1,936.80	1,995.20	2,055.20
		3,411.20	3,513.47	3,619.20	3,728.40	3,841.07	3,955.47	4,073.33	4,196.40	4,322.93	4,452.93
<b>15</b>	Police Support Specialist	21.68	22.33	23.00	23.69	24.40	25.13	25.88	26.66	27.46	28.28
		1,734.40	1,786.40	1,840.00	1,895.20	1,952.00	2,010.40	2,070.40	2,132.80	2,196.80	2,262.40
		3,757.87	3,870.53	3,986.67	4,106.27	4,229.33	4,355.87	4,485.87	4,621.07	4,759.73	4,901.87
<b>16</b>	Property & Evidence Specialist I	22.79	23.47	24.17	24.90	25.65	26.42	27.21	28.03	28.87	29.74
		1,823.20	1,877.60	1,933.60	1,992.00	2,052.00	2,113.60	2,176.80	2,242.40	2,309.60	2,379.20
		3,950.27	4,068.13	4,189.47	4,316.00	4,446.00	4,579.47	4,716.40	4,858.53	5,004.13	5,154.93
<b>17</b>	Community Service Officer	23.90	24.62	25.36	26.12	26.90	27.71	28.54	29.40	30.28	31.19
	Investigative Services Specialist	1,912.00	1,969.60	2,028.80	2,089.60	2,152.00	2,216.80	2,283.20	2,352.00	2,422.40	2,495.20
	Property & Evidence Specialist II	4,142.67	4,267.47	4,395.73	4,527.47	4,662.67	4,803.07	4,946.93	5,096.00	5,248.53	5,406.27
<b>18</b>		25.10	25.85	26.63	27.43	28.25	29.10	29.97	30.87	31.80	32.75
		2,008.00	2,068.00	2,130.40	2,194.40	2,260.00	2,328.00	2,397.60	2,469.60	2,544.00	2,620.00
		4,350.67	4,480.67	4,615.87	4,754.53	4,896.67	5,044.00	5,194.80	5,350.80	5,512.00	5,676.67
<b>19</b>		26.35	27.14	27.95	28.79	29.65	30.54	31.46	32.40	33.37	34.37
		2,108.00	2,171.20	2,236.00	2,303.20	2,372.00	2,443.20	2,516.80	2,592.00	2,669.60	2,749.60
		4,567.33	4,704.27	4,844.67	4,990.27	5,139.33	5,293.60	5,453.07	5,616.00	5,784.13	5,957.47
<b>20</b>	Crime Analyst	27.67	28.50	29.36	30.24	31.15	32.08	33.04	34.03	35.05	36.10
		2,213.60	2,280.00	2,348.80	2,419.20	2,492.00	2,566.40	2,643.20	2,722.40	2,804.00	2,888.00
		4,796.13	4,940.00	5,089.07	5,241.60	5,399.33	5,560.53	5,726.93	5,898.53	6,075.33	6,257.33
<b>21</b>		29.06	29.93	30.83	31.75	32.70	33.68	34.69	35.73	36.80	37.90
		2,324.80	2,394.40	2,466.40	2,540.00	2,616.00	2,694.40	2,775.20	2,858.40	2,944.00	3,032.00
		5,037.07	5,187.87	5,343.87	5,503.33	5,668.00	5,837.87	6,012.93	6,193.20	6,378.67	6,569.33
<b>PO</b>	Police Officer	29.70	31.19	32.75	34.39	36.11	37.92	*10 Yr 38.87			
		2,376.00	2,495.20	2,620.00	2,751.20	2,888.80	3,033.60	3,109.60			
		5,148.00	5,406.27	5,676.67	5,960.93	6,259.07	6,572.80	6,737.47			



Keizer Police Association Bargaining Unit Employees Pay Schedule - Effective July 1, 2022											
Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
13		20.18	20.79	21.41	22.05	22.71	23.39	24.09	24.81	25.55	26.32
		1,614.40	1,663.20	1,712.80	1,764.00	1,816.80	1,871.20	1,927.20	1,984.80	2,044.00	2,105.60
		3,497.87	3,603.60	3,711.07	3,822.00	3,936.40	4,054.27	4,175.60	4,300.40	4,428.67	4,562.13
15	Police Support Specialist	22.23	22.90	23.59	24.30	25.03	25.78	26.55	27.35	28.17	29.02
		1,778.40	1,832.00	1,887.20	1,944.00	2,002.40	2,062.40	2,124.00	2,188.00	2,253.60	2,321.60
		3,853.20	3,969.33	4,088.93	4,212.00	4,338.53	4,468.53	4,602.00	4,740.67	4,882.80	5,030.13
16	Property & Evidence Specialist I	23.36	24.06	24.78	25.52	26.29	27.08	27.89	28.73	29.59	30.48
		1,868.80	1,924.80	1,982.40	2,041.60	2,103.20	2,166.40	2,231.20	2,298.40	2,367.20	2,438.40
		4,049.07	4,170.40	4,295.20	4,423.47	4,556.93	4,693.87	4,834.27	4,979.87	5,128.93	5,283.20
17	Community Service Officer	24.50	25.24	26.00	26.78	27.58	28.41	29.26	30.14	31.04	31.97
	Investigative Services Specialist	1,960.00	2,019.20	2,080.00	2,142.40	2,206.40	2,272.80	2,340.80	2,411.20	2,483.20	2,557.60
	Property & Evidence Specialist II	4,246.67	4,374.93	4,506.67	4,641.87	4,780.53	4,924.40	5,071.73	5,224.27	5,380.27	5,541.47
18		25.73	26.50	27.30	28.12	28.96	29.83	30.72	31.64	32.59	33.57
		2,058.40	2,120.00	2,184.00	2,249.60	2,316.80	2,386.40	2,457.60	2,531.20	2,607.20	2,685.60
		4,459.87	4,593.33	4,732.00	4,874.13	5,019.73	5,170.53	5,324.80	5,484.27	5,648.93	5,818.80
19		27.01	27.82	28.65	29.51	30.40	31.31	32.25	33.22	34.22	35.25
		2,160.80	2,225.60	2,292.00	2,360.80	2,432.00	2,504.80	2,580.00	2,657.60	2,737.60	2,820.00
		4,681.73	4,822.13	4,966.00	5,115.07	5,269.33	5,427.07	5,590.00	5,758.13	5,931.47	6,110.00
20	Crime Analyst	28.37	29.22	30.10	31.00	31.93	32.89	33.88	34.90	35.95	37.03
		2,269.60	2,337.60	2,408.00	2,480.00	2,554.40	2,631.20	2,710.40	2,792.00	2,876.00	2,962.40
		4,917.47	5,064.80	5,217.33	5,373.33	5,534.53	5,700.93	5,872.53	6,049.33	6,231.33	6,418.53
21		29.79	30.68	31.60	32.55	33.53	34.54	35.58	36.65	37.75	38.88
		2,383.20	2,454.40	2,528.00	2,604.00	2,682.40	2,763.20	2,846.40	2,932.00	3,020.00	3,110.40
		5,163.60	5,317.87	5,477.33	5,642.00	5,811.87	5,986.93	6,167.20	6,352.67	6,543.33	6,739.20
PO	Police Officer	30.45	31.97	33.57	35.25	37.01	38.86	*10 Yr 39.83			
		2,436.00	2,557.60	2,685.60	2,820.00	2,960.80	3,108.80	3,186.40			
		5,278.00	5,541.47	5,818.80	6,110.00	6,415.07	6,735.73	6,903.87			

## **APPENDIX B – PERSONNEL COMPLAINTS AND INVESTIGATIONS**

**Version 100716 — Also appears in Policies and Procedures Manual as PPM 810**

### **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.

### **810.3 SUBJECT TO BARGAINING**

This policy is subject to the Collective Bargaining Agreement between the City of Keizer and Keizer Police Association. For members covered by the CBA, 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 Command Staff, 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, Deputy Chief of Police, all lieutenants and sergeants, and the Support Services Supervisor.

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 Command Staff.

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 review by the supervisor, it is decided that there is reasonable suspicion to believe that a violation of policy or procedure has occurred. Command Staff shall be advised of all third-party or anonymous complaints whether accepted or not.
- C. MEMBERS RESPONSIBLE TO REPORT MISCONDUCT. A member who becomes aware of alleged misconduct, including violations of department policies, shall notify a supervisor, a Division Commander, or a member of Command Staff without delay.
- D. INTERNAL PERSONNEL COMPLAINT. A member who thinks he or she is being treated unfairly may report the problem; 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 Command Staff who will ensure a timely investigation.
- 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, shall be forwarded or copied to the Chief of Police or Deputy Chief of Police.

## **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 his or her complaint 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.
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 Command Staff, and shall commence the Administrative Inquiry.
5. If a complaint may require an Internal Affairs investigation, the supervisor shall notify his or her division commander or a member of Command Staff 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 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 Command Staff.

## **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 may initiate an Internal Affairs investigation.

### **810.10.2 INTERNAL AFFAIRS INVESTIGATION PROCEDURES, GENERALLY**

- A. The Chief of Police, or the investigator at the Chief's direction, shall cause the accused member 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.

3. The member or representative may suggest witnesses and evidence favorable to the member.
  4. The member or representative may record any and all portions of the interview.
  5. 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 his or her personal needs.
- F. The complete interview of a member may be recorded consistent with applicable laws. If a 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.

#### **810.11 ADMINISTRATIVE SEARCHES**

A member of the department shall not be subject to having his or her 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 him- or herself in a criminal investigation, while allowing the City to conduct a personnel investigation.

### **A. PERSONNEL INVESTIGATION OF ALLEGED CRIMINAL ACTIVITY**

If a member exercises his or her Fifth Amendment right not to incriminate him- or herself 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. If ordered, the member shall first be given a Garrity admonition.

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 Command Staff, 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 advised of his/her Garrity rights before the interview continues.

### **C. GARRITY RIGHTS STATEMENT**

When Garrity rights are given, 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 the of 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.

#### D. CONCURRENT PERSONNEL AND CRIMINAL INVESTIGATIONS

If a member is investigated for criminal charges, Command Staff may ask another agency to conduct that investigation, and the Keizer Police Department's personnel investigation may occur at the same time as the criminal investigation—even working in concert with it—until the interview of the accused member, at which point the investigations must split.

The criminal investigator should interview 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 a 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 his 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 he or she 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 his or her Garrity Rights (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 reasonably believes he or she may be subject 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.
- Sustained – When the investigation discloses sufficient evidence to establish that the act occurred and that it constituted misconduct.
- Incomplete – When the investigation is not completed, most often because the member no longer works for the department and there is no compelling reason to finish it.
- 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 shall be kept in the supervisor's working file no less than twelve months.
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 Deputy Chief, 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 Deputy Chief 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 for disposition.
2. The Chief of Police will advise the accused member of the disposition and, upon request, with a copy of all investigation materials unless otherwise prohibited by law.
3. The Deputy Chief shall maintain a record of the complaint, disposition, and discipline, if any.
4. The Deputy Chief 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.
5. Documentation of written reprimands, suspensions, 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.

**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 Command Staff.

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.

Notices of disciplinary action resulting from sustained complaints shall be maintained in the members' personnel files. The underlying complaints and subsequent documentation shall be maintained by Command Staff in a location apart from the members' personnel files. The contents of such files shall not be revealed to persons other than Command Staff, 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, Command Staff 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

Version 060518 — Also appears in Policies and Procedures Manual as PPM 812

### 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.

### 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 may affect some department members differently depending upon their status (e.g., regular, probationary, volunteer) or membership in a bargaining unit. Nevertheless, nothing in this policy should be interpreted to convey a property or liberty interest except other than what is described in a Collective Bargaining Agreement, in the City Personnel Policy Manual, 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. Except for oral and written reprimands, disciplinary actions must be taken or approved by the Chief of Police or his designee. Supervisors and other managers have shared responsibility to ensure that training, counseling and appropriate discipline occurs.

### **812.6.2 SUPERVISORS AND OTHER MANAGERS**

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

Supervisors 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 department who commits an offense contrary to law or violates the policies of the department or City, who demonstrates incompetence in his or her 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.

### **812.7 MEMBER RESPONSE TO DISCIPLINE**

The pre-discipline process is intended to provide the accused member with an opportunity to present a written or oral response to the Chief of Police 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 discharge. 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 may suggest that further investigation could be conducted or the member may offer any additional information or mitigating factors for the Chief of Police to consider.

- D. In the event that the Chief of Police 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 may thereafter have the opportunity to further respond orally or in writing to the Chief of Police on the limited issue(s) of information raised in any subsequent materials or investigation.
- F. Once the member has completed his/her response or, if the member has elected to waive any such response, the Chief of Police shall consider all information received in regard to the recommended discipline. The Chief of Police 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 fringe and retirement benefits.
- G. Once the Chief of Police 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.

## **812.8 ADMINISTRATIVE LEAVE, SUSPENSIONS, AND DISCHARGE**

### **812.8.1 ADMINISTRATIVE LEAVE**

Administrative leave is not discipline. See PPM 810.9, Administrative Leave.

### **812.8.2 SUSPENSION WITH PAY**

Supervisors and Command Staff may suspend a member with pay, when it is in the interest of the member, the department, or the public. A member suspended with pay shall remain in ready communication during normal business hours and shall report to the Chief of Police or his designee as directed.

### **812.8.3 SUSPENSION FOR DISCIPLINE**

A member suspended 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.

### **812.8.4 DISCHARGE**

After the probationary period is completed, employees shall not be discharged 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**

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?

### **812.9.2 PRE-DISCIPLINARY, DUE PROCESS (LOUDERMILL)**

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 hearing as follows.

- A. Notification And Right To Respond. 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 member shall have the right to answer the charges against him or her, which may include written or oral evidence and statements by the member. 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.

- B. **Conduct Of Hearing.** 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 have his/her position considered prior to the imposition of discipline. The meeting shall be 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.

In the event an employee has been issued a Garrity notice prior to the meeting, any responses made by the employee to questions presented by the Chief of Police or other person having authority to preside over the meeting will be considered compelled statements and will be Garrity protected.

The member 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 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. **NON-BARGAINING UNIT MEMBERS.** Members who are not covered by the collective bargaining agreement may appeal discipline as described in the City Personnel Policy Manual.
- C. **MEMBERS ON PROBATION.** Members on probation who are terminated for unsatisfactory performance or failure to meet department standards have no right to appeal.

## **812.11 NAME-CLEARING HEARING**

A name-clearing hearing is a hearing in which a terminated member has an opportunity to clear his or her reputation from potentially stigmatizing information prior to a public disclosure of the reasons for termination.



### 812.11.1 REQUEST FOR HEARING

Whether or not a terminated member requests a name-clearing hearing, the department or City may offer a name-clearing hearing prior to or near the same time as the public disclosure of potentially stigmatizing information.

### 812.11.2 PROCEDURES

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

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

### 812.11.3 AFTER A NAME-CLEARING HEARING

All a name-clearing hearing requires is an opportunity for a terminated member to be heard, thus no action is required during or after a hearing; however, a record of the hearing and any evidence presented to the department or City should be kept with the personnel investigation. Furthermore, if the member gives consent, the department or City should consider giving a copy of the member’s presentation along with the public disclosure.

## **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 health 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 use 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. For the purpose of this Policy, an employee will be considered to be under the influence of alcohol if his or her blood or breath tests .02% BAC or higher. 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 have consumed alcoholic beverages during off-duty hours to perform patrol duties is prohibited, unless the employee's blood alcohol content is less than .02%.

- C. Being at work under the influence of illegal drugs, including marijuana. An employee shall be deemed to be "under the influence" of cannabinoids (marijuana or hashish) and will be considered to have tested "positive" for cannabinoids (marijuana or hashish), if the employee's urine test indicates fifty (50) or more Nano grams THC metabolites/ml. An employee shall be automatically presumed to be "under the influence" of other illegal drugs, if such substances are "present in the body" (excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse.) 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. 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. Employees selected for random testing will be tested at the Keizer Police Department using a mobile testing unit 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 testing 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. 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 that he or she has 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 his or her 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 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. HR will provide notice to the employee who has been selected for a random test advising them to report to the testing facility to provide a urine sample. Those employees who have been selected will have 24 hours after receiving notification to report for testing. When they report to the testing facility they will be required to show the notice and photo identification to ensure that they are the person whose name has been drawn. In addition, they will be required to provide a phone number(s) where they can be contacted. If they fail to appear within the 24 hour testing period HR will be notified. Testing shall be conducted on City paid time.

- 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." He or she 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.