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COLLECTIVE BARGAINING AGREEMENT

SPRINGFIELD POLICE ASSOCIATION

and

CITY OF SPRINGFIELD

Expires: **June 30, 2029**

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PREAMBLE

This collective bargaining agreement is entered into between the City of Springfield, hereinafter referred to as the "City," and the Springfield Police Association, hereinafter referred to as the "Association."

ARTICLE 1 | RECOGNITION

1.1 Description

The City recognizes the Association as the sole collective bargaining agent for part-time and full-time regular employees (0.5 FTE and above) employed in the classifications covered by the Agreement.

All reference to employees in the agreement shall be construed to mean regular full and part-time employees (0.5 FTE and above), and not temporary (employees of employment duration of less than twelve [12] months), or seasonal employees.

It is further agreed that supervisory and confidential employees are excluded from the bargaining unit.

The bargaining unit shall consist of the following classifications:

- Community Information Officer
- Community Service Officer
- Detention Officer
- Detention Sergeant (Non-sworn)
- Police Digital Evidence Technician
- Police Community Outreach Coordinator
- Police Dispatcher
- Police Officer
- Police Records & Communications Specialist
- Police Program Technician
- Police Property Controller

1.2 New Classifications

If new classifications are established by the City and added to the bargaining unit, the City will assign a provisional wage and forward the new classification and proposed wage to the Association for review.

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The contract may be reopened for the purpose of negotiating a wage for the new classification only if requested by the Association consistent with expedited bargaining under ORS 243.698.

The City is not precluded from hiring the position prior to any reopener requested.

1.3 Notice of Action

Where reference is made to some action to be performed by the City in the Agreement or some notice of filing to be made with the City, the City will act through the City Manager or designee. Where reference is made in this Agreement to the Association in that some action is taken by or directed by the Association, the Association will act through its certified representative, as described in **Section 5.6 (Certification of Association Officers and Agents)**.

ARTICLE 2 | MANAGEMENT RIGHTS

The rights of the City include, but are not limited to, the exclusive right to:

- Determine the mission of its constituents' departments, commissions and boards;
- Set standards for service;
- Determine standards and procedures of selections for employment and promotion;
- Direct its employees;
- Take corrective action;
- Determine the size of its workforce;
- Maintain efficiency of governmental operations and how those operations are to be conducted;
- Determine the content of job classifications;
- Take all necessary actions to carry out its mission in emergencies; and
- Exercise complete control and direction over its organization and technology of performing its work.

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ARTICLE 3 | NON-DISCRIMINATION

3.1 Rights Under PECBA

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 matters involving employment relations.

No employee shall be interfered with, limited, restrained, coerced, or discriminated against by the City because of the exercise of their rights under PECBA, and the City will follow all Federal and State statutes with respect to those rights.

3.2 Non-discrimination

The City and the Association agree that the provisions of the Agreement shall be applied to all employees in the bargaining unit without illegal discrimination as to race, religion, sex (including pregnancy, childbirth and related medical conditions), gender identity, sexual orientation, national origin, ethnicity, mental or physical disability, age, parent with court-imposed medical support order, domestic violence victim status, genetic information, citizenship status, military status, marital status or other legally protected status or activity.

ARTICLE 4 | ASSOCIATION BUSINESS

4.1 Association Business

Subject to the reasonable operational needs of the City, the City agrees to allow time off without loss of pay for employees who are Association representatives or their designee(s) for the following:

- Processing and investigating grievances,
- Joint labor/management meetings,
- Investigatory interviews,
- Arbitrations,
- Other meetings between the Association and the City, or
- Those activities set forth in ORS 243.798.

In no case will more than three (3) such Association representatives be off at any one time without loss of pay.

Prior to taking such time off, employees shall notify their immediate supervisor for approval to take such time off. Approval will not be unreasonably withheld.

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Employees involved in meetings under the grievance procedures shall be allowed time off with pay for that purpose during duty hours.

4.2 Collective Bargaining Activities

Subject to reasonable operational needs of the City, the time for collective bargaining activities shall be mutually agreed upon by the City and the Association.

When collective bargaining activities occur during regularly scheduled working hours, members of the Association bargaining team shall be allowed time off with pay. The City shall be notified by the Association of the names of the designated representatives. No more than three (3) representatives may be on duty at any one time.

Bargaining team members may exercise their right to trade shifts or days off pursuant to **Article 7 (Shift Bidding, Trades, and Assignments)** to avoid scheduling hardships due to negotiations. Prior to taking such time off, employees shall first notify their immediate supervisor for approval. Approval will not be unreasonably withheld.

4.3 Association Leave and Release Time

Upon sufficient notification, the Chief of Police may allow Association representatives leave for the purpose of attending as official delegates, Association conventions or conferences to the extent such leave does not interfere with the reasonable needs of the department, as determined by the Deputy Chief.

The total time for all such leaves will not exceed two hundred twenty-five (225) hours per calendar year. Not more than three (3) Association representatives may be off at any one time using the time bank; however, additional Association representatives may be off at the same time at the discretion of the Chief based on operational need. The Association will reimburse the City for the compensation paid for such time the members spend on leave. The Association will provide at least thirty (30) days' written notification via the chain of command prior to needing release time.

When taking "release time," the employee will be compensated as if working their regularly assigned hours, day for day, and within thirty (30) days of release time being used, the City will provide an invoice to the Association for the total compensation costs of each employee, consistent with ORS 243.802, who takes release time during regularly scheduled hours. The City will not incur any overtime obligations to the employee using release time.

The Association will remit payment to the City within sixty (60) days of the invoice date.

Use of release time is optional for the Association, and employees may use their own appropriate accrued leaves, or shift trades with another employee, in the alternative, subject to existing requests for use of accrued leaves.

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This provision is intended to follow the parameters of ORS 243.802. Disputes arising from this section will defer to the grievance process.

ARTICLE 5 | ASSOCIATION SECURITY

5.1 Check-off

All employees covered by this Agreement may voluntarily join the Association as a member. An employee's written authorization shall continue in effect from year-to-year unless revoked or changed in writing. Pursuant to each written authorization, the City shall deduct such dues from the first two bi-weekly checks during the month.

The amounts deducted shall be transmitted within ten (10) days to the Association.

5.2 Hold Harmless

The City will not be held liable for check-off errors but will make proper adjustments with the Association for errors within a thirty (30)-day period. Provided the City acts in compliance with provisions of this article, the Association will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City as a result of the City's enforcement of the above provisions or as a result of any check-off errors.

5.3 New Hires

The City will notify the Association in writing of new employees hired within the bargaining unit within ten (10) days after their hire date and will furnish the Association with their name, mailing address, and class title.

5.4 Bulletin Boards

The City agrees to allow wall space, not to exceed 3'x 4' for a bulletin board, within the Police Department, to be used by the Association for the posting of notices and bulletins relating to the Association. Such notices shall be signed and dated by the official responsible for their posting. In no case will defamatory material be posted on the Association bulletin board.

5.5 Right of Access

Accredited Association representatives will have reasonable access to bargaining unit members for the purpose of Association business, providing that such access does not interfere with the performance of City employees in their duties; and further provided that such representatives shall obtain prior approval from the supervisor.

Requests for approval shall include:

- The purpose of the visit,

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- The length of time required, and
- The name of the person to whom the representative desires to speak.

5.6 Certification of Association Officers and Agents

The Association shall certify to the City in writing the names of officers of the Association or their designees and agents of the Association who are authorized to act on behalf of the Association.

The City may refuse to recognize any such Association representatives until they are certified.

5.7 Use of Building

The City agrees to allow use of City buildings and facilities for Association meetings under the same guidelines required for use by any other group or organization.

Subject to supervisory approval (based on call load and reasonable operating needs of the City), on-duty employees may attend quarterly Association meetings if they are held at the Justice Center and no longer than two (2) hours in duration but shall be subject to call.

ARTICLE 6 | SCHEDULE AND WORK PERIODS

6.1 Regular Hours

The regular hours of work each day shall be the consecutive hours in the scheduled shift.

6.2 Workday

The workday consists of consecutive hours within a workweek, as set forth in **Section 6.5 (Workweek)**, within a twenty-four (24)-hour period including rest periods, briefing, and training periods.

The individual employee's twenty-four (24)-hour period begins at the normal starting time of the employee's workday and ends twenty-four (24) hours later. Hours worked in a workday will be recorded for the day in which the regular shift was scheduled to begin.

6.3 Schedule Modifications

Shift schedules, including workdays and workweeks, may be modified only through the parties' mutual written agreement.

6.4 Work Shift

Each employee shall be scheduled to work on a regular shift, and each employee shall have regular starting and quitting times.

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6.5 Workweek

The shift schedules and FLSA work periods shall be as follows:

(a) *Records, School Resource Officers, and employees not otherwise specified:*

(1) *Work period:*

Seven (7) consecutive days with FLSA overtime due after forty (40) hours of work.

(2) *Shift schedule:*

Five (5) consecutive eight (8) hour days with two (2) consecutive days off; or Four (4) consecutive ten (10) hour days with three (3) consecutive days off.

(3) *FLSA Workweek:*

Sunday at 0000 hours through Saturday at 2359 hours.

(b) *Dispatch:*

(1) *Work period:*

Seven (7) consecutive days with FLSA overtime due after forty (40) hours of work.

(2) *Shift schedule and workweek:*

Outlined in Exhibit A (Stewart Plan for Dispatchers).

(c) *Detectives and Traffic:*

(1) *Work period:*

Seven (7) consecutive days with FLSA overtime due after forty (40) hours of work.

(2) *Shift schedule:*

Four (4) consecutive ten (10) hour days of work, with three (3) consecutive days off. Alternatively, and with supervisory approval, an employee in Detectives may elect to work a shift schedule of five (5) consecutive eight (8) hour days of work with two (2) consecutive days off.

(3) *FLSA defined workweek:*

Sunday at 0000 hours through Saturday 2359 hours.

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(d) *Detention:*

(1) *Work period:*

Twenty-eight (28) consecutive days. FLSA overtime after one hundred seventy-one (171) hours.

(2) *Shift schedule:*

Four (4) consecutive twelve (12) hour days, with three (3) consecutive days off, followed by three (3) consecutive days of work with four (4) consecutive days off.

(3) *FLSA workweek:*

Twenty-eight (28)-day 7(k) FLSA cycle, established January 3, 2010.

(e) *Patrol:*

(1) *Work period:*

Twenty-four (24) consecutive days. FLSA overtime due after one hundred forty-seven (147) hours.

(2) *Shift schedule:*

Four (4) consecutive twelve and one-quarter (12.25) hour days followed by four (4) consecutive days off. Work schedules include, by default, one (1) regularly scheduled unpaid K Day off per month.

(3) *K Days:*

K Days are scheduled days off. Management will assign K Days based on scheduling needs. Every attempt will be made to schedule K Days in either a 98.00 or 85.75-hour pay period.

(4) *FLSA workweek:*

A 7(k) FLSA cycle, with a seven (7) days' work schedule at the start of their first workday and end seven (7) days (168 hours) later.

6.6 Posting of Work Schedules

Work schedules showing employee workdays and hours for the next six months shall be posted on the department bulletin boards at least sixty (60) days before the start of that new schedule.

Changes in this six (6)-month schedule necessitated by unforeseen circumstances will be posted ten (10) days prior to the effective day of the change, unless such notice cannot be given because of an emergency.

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[Note: An emergency is defined as a catastrophic or unexpected event and does not include staffing shortages caused by normal illness.]

6.7 Rest Periods

All employees receive a fifteen (15) minute rest period for four (4) hours, or major part thereof worked. Rest periods are on-duty time and are scheduled based on operational needs. Rest periods must be taken separately from meal periods.

6.8 Meal Periods

All employees receive a meal period during each work shift, scheduled near the midpoint of the shift, when feasible.

The meal period for all police officers, community service officer, and dispatchers, unless otherwise specified, shall be one-half hour in length and shall be paid. It is understood that all employees that receive a paid lunch are subject to call without additional compensation.

All non-police personnel shall receive a one-half hour unpaid meal period, with the exception of:

- Property Controller and
- Police officers assigned to positions outside of patrol who receive a one (1) hours unpaid mail period.

Employees working more than fourteen (14) consecutive hours will receive an additional meal period consistent with BOLI rule.

6.9 Transition to a New Shift Schedule

Additional shifts worked during a transition between shift schedules are treated as regularly scheduled shifts. FLSA overtime will be calculated and paid in accordance with FLSA requirements.

Employees with insufficient hours may use accrued leave to cover the lost shift. Employees may elect to work additional hours to avoid unpaid time.

If FLSA overtime results from the shift bid, the City may:

- Allow the overtime, or
- Order time off to avoid overtime pay.

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ARTICLE 7 | SHIFT BIDDING, TRADES, AND ASSIGNMENTS

7.1 Annual Bidding

Shift work personnel shall bid once annually in September for two (2) six-month blocks for the following year, based on classification seniority for shifts and days off.

7.2 Shift Change Dates

Shift changes occur on the first day of the new pay period closest to February 1 and August 1. The City will keep two (2) years of posted shift change dates.

7.3 Shift Bidding Adjustments of Police Officers

Employees who have worked the same shift for eighteen (18) consecutive months can declare their intent to work a different shift by providing written notice to their immediate supervisor prior to August 31 for the next annual shift bid.

Upon such notice, the City will manage the shift bid schedule to accommodate the request.

After shift bidding and subject to the reasonable operating needs of the City, employees may trade shifts subject to supervisor approval. Shift trades between qualified employees will not be unreasonably denied.

Employees may not trade shifts continuously to avoid the eighteen (18) month rule, subsequently, the City maintains the sole decision to decline a trade on that basis without further review

Under no circumstances will the City incur overtime costs for an employee-initiated shift trade.

Special rules:

- Patrol shifts with start time differing by more than four (4) hours are considered different shifts.
- Traffic team assignments shall have designated slots to bid as determined by the City.

7.4 Dispatch Bidding Rules

Employees who have worked the same shift for eighteen (18) consecutive months can declare their intent to work a different shift by providing written notice to their immediate supervisor prior to August 31 for the next annual bid. Upon such notice, the City will manage the shift bid schedule to accommodate the request.

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After shift bidding and subject to the reasonable operating needs of the City, employees may trade shifts subject to supervisor approval. Shift trade between qualified employees will not be unreasonably denied.

Employees may not trade shifts continuously to avoid the eighteen (18) month rule, subsequently, the City maintains the sole decision to decline a trade on that basis without further review.

Under no circumstances will the City incur overtime costs for an employee-initiated shift trade.

7.5 Records Shift and Bidding Rules

For clarification, a "watch" is defined by its start times.

- Day Watch is any watch beginning before 12:00 p.m.
- Night Watch is any watch beginning at or after 12:00 p.m.
- A "shift" is defined as the beginning and end times.

If seniority prevents movement, an employee who has been on a watch for at least twelve (12) months may move to the opposite watch. In the event of a tie, the least senior employee will move. For the purpose of shift bidding, the Records Division shall bid once annually in September for three four (4) month blocks for the following year, based on their classification seniority, for shifts and days off

7.6 Imbalance in Seniority and Specialization after Bidding

If shift bidding creates an imbalance in seniority or needed specialization, management may reassign employees with less than ten (10) years of classification seniority, without regard to seniority, to achieve the required balance.

At the discretion of the Chief, an employee may be assigned to a particular shift based on operational or performance needs. The Chief will provide a written explanation to the Association in such cases.

If, after bidding, an employee is forced by the City to a shift that they did not bid, the City will grant administrative leave if necessary to place the employee into the correct cycle. Administrative leave will cover the difference in hours between the bid shift and forced shift for the full work period. No use of accrued leave will be required for forced shift assignments.

7.7 Flexible Work Hour Assignments

Non-routine or unique assignments within the department may require flexible work hours.

Employees who accept such assignments approved by the Chief or the Chief's designee, after notification of any special requirements relating to hours and overtime, shall be bound by these special requirements and waive the provisions of **Section 7.5 (Records Shift Rules)** and **Article**

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8 (Overtime, Premium Pay, and Compensatory Time) except that overtime shall be paid for hours worked in excess of forty (40) hours in a workweek.

No employee will be discriminated against for refusing to volunteer for an assignment for which overtime modifications have been made under this section.

Nothing prevents the Chief or the Chief's designee from requiring an employee to work such assignment when there are insufficient volunteers. In such event, employees shall be compensated as provided in **Article 8 (Overtime, Premium Pay, and Compensatory Time)**.

7.8 Shift Trading and Trading Days Off

Not including shift bids, shift trades and trading of days off between employees will be permitted upon approval by affected supervisors, provided the affected supervisors are notified of the trade in writing, but in no case will such approval be unreasonably denied.

The City will not incur liability for overtime due to such trades between the employees.

ARTICLE 8 | OVERTIME, PREMIUM PAY, AND COMPENSATORY TIME

8.1 Overtime Eligibility and Legal Compliance

Overtime rates will be computed in accordance with contract overtime requirements or FLSA and Oregon Law as applicable. Overtime shall be based on the actual number of hours worked. Overtime will be rounded up to the nearest five minutes.

Employees shall be compensated at the rate of one-and-one-half (1 ½) times the respective hourly rate for time worked outside the employee's scheduled shift.

[Note: For the purpose of contractual premium pay calculations, hours worked include time taken for holidays, vacation, and compensatory time]

(a) *7(k) Employees*

The City utilizes a 7(k)-work period under the Fair Labor Standards Act. FLSA overtime is paid only for hours worked in excess of the 7(k) threshold for the applicable 7(k) work period.

The City will report HR 1 Overtime Tax reporting consistent with applicable law.

[Note: The reporting is only for FLSA hours worked above the FLSA threshold.]

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(b) *Standard 40-Hour Employees*

For employees not covered by a 7(k)-work period, FLSA overtime is paid only for hours worked in excess of forty (40) in a workweek.

(c) *Contractual Premium Pay*

Premium rates (such as those paid for additional shifts, callback minimums, special event assignments, or other contractual premiums) remain separate from legally required overtime calculations.

(d) *No Duplication / Anti-Pyramiding*

The same hours cannot be counted twice when determining FLSA overtime and contractual premium eligibility. Where both apply, employees receive the greater of:

- The premium pay required by this Agreement; or
- The rate required by law.

8.2 Additional Assignments

Additional assignments are not guaranteed, and the City retains the right to offer overtime assignments at its discretion. Unless there is an emergency or when directed by a supervisor, dispatchers and records employees will not be required to identify overtime shifts, post overtime shifts, or notify other employees of overtime assignments.

(a) *At least five (5) days prior notice:*

The City will offer overtime assignments equally, per guidelines to fill shift shortages based on classification seniority.

An employee may bump another employee with less seniority for the same time or more consecutive overtime hours, as offered for the shortage. Once overtime is signed up for, a less senior officer may not bump a more senior officer.

Employees may not remove their name from the overtime sign up once the employee has signed up. Exceptions may be approved by the Chief or designee on a case-by-case basis. If an employee has volunteered to work overtime on the employee's scheduled day off (including approved leave days), the employee's shift will not be extended without the employee's agreement unless there is an emergency or no other employee is available.

[Note: If an employee signs up for overtime on a day off, they will be allowed for up to sixteen (16)-hours, if available.]

(b) *Less than five (5) days prior notice:*

If a shift shortage is identified less than five (5) days prior to the assignment, the City may post the shift for sign-up on a first-come, first-serve basis.

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(c) *Mandatory Overtime:*

If no volunteers sign up for the posted shift(s), the City may assign personnel as necessary without consideration of seniority. Employees may decline the assignment unless all other eligible employees have worked mandatory overtime more recently.

[Note: For purposes of this section, "shift shortages" include only shortages to regular shifts and do not apply to special overtime assignments.]

8.3 Special Event Overtime

In the event the City agrees to provide Police personnel for events in which it receives compensation, it will allow Police Officers the opportunity to sign up. The sign-up list shall be posted so employees can sign up for the assignments based on their classification seniority.

School Resource Officers (SRO) may be granted the opportunity to sign up for School-related special events prior to the list being posted for all personnel.

The sign-up list for such activities will be removed five (5) days prior to the event. If no volunteers accept the opportunity to sign up, the City may assign other personnel as necessary, without consideration of seniority.

If an employee volunteers to work the special event assignment, overtime, the employee will not remove their name from the sign up within five (5) days of the shift.

8.4 Special Skills or Training Overtime

Work assignments involving special skills, or training may be made without regard to seniority. Work assignments may also be made without regard to seniority for special projects such as serving on oral boards and interview panels, participating in job fairs or other recruitment activities, making presentations to schools or other groups, or other similar activities.

8.5 Callback

When an employee is assigned and reports for work at any time other than their normal shift, the employee shall be guaranteed at least three (3) hours of overtime pay except when the overtime assignment commences within three (3) hours of the completion of the employee's shift, the overtime shall be deemed to begin at the completion of the employee's shift and shall extend to the completion of the overtime assignment.

If overtime commences within two (2) hours of the beginning of the employee's shift, two (2) hours of overtime pay will be granted.

An employee is eligible to receive more than one (1) call-back pay in a single day so long as the second call-back occurs outside the initial three (3) consecutive hour block of time (the first call-back), however, only one (1) call-back shall be paid for each three (3) hour block of time.

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When an employee reports for work on a day off, the employee shall be paid overtime for all hours worked with a minimum of four (4) hours of overtime pay. Overtime shall not be paid on block leave without supervisory approval except for court and special events that are outside regularly scheduled shift hours.

8.6 Court Appearance

If an employee complies with all pertinent department regulations prior to the date of a court appearance, the employee shall be entitled to receive the court overtime minimum payments provided by this Article even if the court appearance is thereafter canceled.

Within the three (3) hour callback period, the parties agree that employees will not generally be assigned any additional duties beyond their court appearance.

Any court waiting time shall be paid as continuous hours with the exception of a one (1) hour unpaid meal break. All meal breaks during court overtime shall be unpaid up to one (1) hour.

8.7 Standby Time

Standby shall be compensated at twenty-five percent (25%) of the employee's straight time rate for the time they are on standby.

When assigned to standby, the employee will be readily available to report to work within a reasonable commute time. Standby time shall not apply to court waiting time.

8.8 Compensatory Time

Compensation for authorized overtime, additional assignments, and call back shall be paid unless the employee requests compensatory time. Compensatory time shall be earned at time and one-half (1 ½).

Accrual Limits:

- Employees may accrue up to a maximum of one hundred eight (108) hours of compensatory time.
- School Resource Officers may accrue up to a maximum of one hundred eighty (180) hours.

Upon separation of employment, an employee's unused compensatory time accruals, not to exceed the employee's maximum accrual, will be paid to the employee's individual VEBA account.

Each November, an employee may receive compensation for up to sixty (60) hours of accrued compensatory time, subject to budgetary restrictions as determined by the Department. The election is made by providing written notice in October to the Department's Business Services

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Manager. Payment is through regular payroll process. Accrued compensatory time is paid at the employees' straight time rate.

Compensatory time may be taken upon the request of the employee, if supervisor approves the request, based on the operation needs of the department.

ARTICLE 9 | SAFETY AND FATIGUE MANAGEMENT

9.1 Safety Release Time (Patrol and Traffic)

An Officer who is required by the City to work more than sixteen (16) consecutive hours–in a twenty-four (24) consecutive hour period shall have at least eight (8) consecutive hours of safety release time off before being required to return to a patrol shift or any other on-duty work (training or other planned events) assignment.

Safety release time applies in both emergency and non-emergency circumstances if the City is requiring or otherwise mandating the work.

Safety release time will not be charged against any leave bank identified within the collective bargaining agreement and the employee will not suffer any loss of pay due to Safety release time off during their regularly scheduled work shift.

Employees will receive approval for all safety release time from their supervisor, and if an officer reasonably knows that safety release time will be anticipated, the officer will promptly contact their supervisor.

In some cases, it may be necessary to enforce the safety release time before and after an officer works more than sixteen consecutive (16) hours.

9.2 Voluntary Extra Shift Safety Conditions

An employee cannot volunteer for overtime if working those shift(s) would trigger safety release time to be enforced at the City's expense unless approved by a supervisor. Employees may not volunteer to work more than sixteen (16) hours in any twenty-four (24)-hour period.

The twenty-four (24)-hour period starts from when the employee last had at least eight (8) hours of consecutive time off and starting a work assignment thereafter.

If working voluntary overtime, the City is not precluded from assigning consecutive mandatory overtime subject to public safety concerns or operational need.

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If the City assigns mandatory overtime beyond the period of volunteer overtime, the officer must have a minimum of eight (8) hours off prior to returning and the provisions of **Section 8.01 (Safety Release Time)** shall be followed.

9.3 Court Attendance Recognition for Safety Release Time

The City recognizes that patrol and traffic officers and detention officers who attend court per subpoena qualify for Safety Release Time.

ARTICLE 10 | MILEAGE AND PER DIEM

10.1 Mileage

Mileage is generally not reimbursed for work related travel in a personal vehicle within the Springfield-Eugene Urban Growth Boundary (UGB), including the police firing range, unless approved in advance in writing by a supervisor typically because no other public transportation options are available such as pool vehicles or carpooling.

Mileage reimbursement will be paid at the IRS rate for approved use of personal vehicles. Such mileage shall be computed by the Police Department.

Employees are not eligible for reimbursement for portal-to-portal travel (i.e., the employees' normal home-to-work and work-to-home travel). Portal-to-portal includes travel at the beginning and end of a single workday and during a lunch break.

10.2 Per Diem

When an employee's duties require the employee to travel outside the greater Springfield-Eugene area, the City shall provide that employee with a meal per diem at the following rate:

a. *Meals*:*
Rates established by the Federal General Services Administration for the location of the travel (https://www.gsa.gov/travel/plan-book/per-diem-rates).

b. *Lodging*:
Reasonable actual expenses.

*Per current practice, no meal reimbursement will be made if the conference or training event provides for that meal. For example, lunch provided at a training conference will not entitle the employee to a lunch meal reimbursement for that day**.** Exceptions will be made where the official program of a meeting involves a scheduled meal with a charge higher than that allowable under the schedule above.

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10.3 Other Transportation

When an employee is required or authorized to use public transportation, the actual expenses shall be advanced to the employee or shall be reimbursed to the employee upon presentation of receipts to the City.

ARTICLE 11 | TIME OFF IN LIEU OF HOLIDAYS

11.1 The City Recognizes the Following Holidays

(1) New Year's Day
(2) Martin Luther King Day,
(3) Presidents' Day,
(4) Memorial Day,
(5) Juneteenth,
(6) Independence Day,
(7) Labor Day,
(8) Veterans' Day,
(9) Thanksgiving,
(10) Day after Thanksgiving, and
(11) Christmas.

[***Note:*** These days are identified solely to provide historical reference to the holiday in lieu accrual value.]

11.2 Time Off in Lieu of Holidays

In lieu of holidays, employees shall accrue 4.615 hours of time per full bi-weekly period of employment for the purpose of time off. Employees may accrue a maximum of one hundred twenty (120) hours of time under this article.

Any time accrued over and above the maximum will be paid in the employee's next paycheck.

11.3 Part-Time Employees

Part-time employees earn time off in lieu of holidays on a pro-rated basis based on their actual bi-weekly work hours as a percentage of full-time hours.

11.4 Leave Without Pay

An employee on leave-without-pay status shall not accrue or receive holiday pay for any holiday that occurs during such period.

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11.5 Payment Upon Separation

Upon separation of employment, all holiday accruals will be paid to the employee's individual VEBA account.

ARTICLE 12 | SICK LEAVE

12.1 Accrual

Accrued sick leave is earned by each employee at the rate of 3.693 hours for each full bi-weekly period of employment, commencing with the date of employment. There shall be a maximum accumulation of nine hundred fifty (960) hours.

Part-time employees accrue sick leave on a pro-rated basis based on their actual work hours as a percentage of full-time hours.

12.2 Utilization

Employees may utilize their sick leave when unable to perform their work duties by reason of illness or injury.

In such event, the employee shall notify their immediate supervisor or the on-duty supervisor of absence due to illness or injury and the nature and expected length thereof, as soon as possible and, if reasonably possible, at least one (1) hour prior to the beginning of their regularly scheduled work shift, unless unable to do so because of the serious nature of the injury or illness. If a supervisor is unavailable, a message may be left at dispatch.

The City may, at its option, require a physician's statement confirming the illness, the need for the employee's absence and an estimated duration of the absence for any illness which causes an employee absence of three (3) or more consecutive workdays or when the pattern of sick leave indicates potential abuse of sick leave.

Prior to allowing the employee to return to work, the City may require a doctor's release stating that the employee may return to their normal duties consistent with the requirements of applicable law (i.e., FMLA or similar).

Where the City finds the employee is, by reason of an illness or injury, unable to perform services with the regularity, efficiency, or degree of safety required for proper operation of the department and safety of fellow employees, or where the City finds that the employee's illness at a stage where it may present an unnecessary or unreasonable risk of infection to other employees, the City shall have the right to require that the employee absent themselves and take further sick leave.

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Normal expenses, if any, resulting from verification of illness not to exceed the usual and customary charges for a doctor's visit will be the responsibility of the City if not paid by the employee's or spouse's insurance plan.

12.3 Family

Employees may take sick leave to care for a family member with a mental or physical illness or health condition; to care for a family member who needs medical diagnosis, care or treatment of mental or physical illness, injury or health condition; or to care for a family member who needs preventative medical care; or when the employee's child's school (or place of care) closes for a public health emergency. Sick leave may be taken consistent with applicable law.

12.4 Sick Leave Conversion at Retirement or Death

(a) *Tier One/Tier Two PERS Retirement Plan*

For employees covered under PERS Tier One or Two retirement, sick leave is not paid out at death or retirement. Instead, unused sick leave is reported to PERS for conversion as allowed by PERS rules.

(b) *OPSRP PERS Retirement Plan*

Accumulated, unused sick leave shall be paid to the employee's individual VEBA account upon retirement or death at the rate of fifty percent (50%) of the unused balance based on the nine hundred sixty (960) cap, not to exceed four hundred eighty (480) hours paid.

In the event of the death of the employee, the employee's accumulated sick leave shall be paid to their beneficiary. Such payment shall be made regardless of the years of continuous service.

For those employees hired after the month following execution of this agreement, the unused sick leave paid to the employee's individual VEBA account upon retirement or death will be the rate of twenty-five percent (25%) of the unused balance not to exceed two hundred forty (240) hours paid.

12.5 Leave Credit Following Re-Employment

An employee who is re-employed by the City within one hundred eighty (180) days will have their Oregon Paid Sick Leave accruals reinstated consistent with applicable law.

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ARTICLE 13 | OTHER LEAVES OF ABSENCE

13.1 Family and Medical Leave

An employee is entitled to utilize family and medical leave including FMLA, OFLA, Oregon Paid Family Leave, and Oregon Sick Time Law in accordance with law and City Policy. The City will follow the Oregon Paid Family Medical Leave Act.

13.2 Extended Medical Leave

Extended medical leave may run up to three (3) months beyond exhaustion of protected leaves when an employee has a serious illness or injury that prevents the employee from being able to return to work. Extensions beyond the three (3) months' period may be considered on a case-by-case basis for approved leave as a reasonable accommodation.

The City will continue to fund its share of the insurance premium payments while the employee is off on approved leave provided the employee participates in the ADA interactive process and complies with related requirements.

Employees will notify their department supervisor or Human Resources regarding any changes to their medical status during the duration of the approved leave.

Upon application by the employee, or in the event the City determines that the employee is unable to return to work due to a medical condition, leave without pay may be granted by the City for the remaining period of leave after accrued sick leave, vacation, and holiday time has been exhausted.

The City may require that the employee submits a certificate from a physician periodically during the period of such disability. Health and/or dental benefits may be maintained during a leave of absence without pay by means of the employee paying the monthly premium amount during the time of approved leave in accordance with the provisions of the federal COBRA regulation.

13.3 Extended Personal Leave

The City will consider a written application for an employee seeking time off from work more than four (4) weeks but not exceeding six months (6) if the City finds there is reasonable justification to grant such leave and that the leave of absence will not create an undue burden on the Department.

Employees may be required to exhaust accrued leave, except for sick leave, and employees may be responsible for the cost of health/medical premiums if not using accrued leaves.

Such leave shall not be approved for an employee for the purpose of accepting employment outside the service of the City; and notice that the employee has accepted permanent

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employment or entered into a full-time business or occupation may be treated by the City as a resignation.

Such leave may be granted at the sole discretion of the City.

13.4 Jury Duty

The City will provide paid time off to bargaining unit employees for Jury Duty as outlined in City Policy as amended from time to time. The City will make reasonable efforts to accommodate employees called for jury duty to avoid scheduling hardships.

Accommodation measures may include shift trades, temporary shift reassignments, and optional use of compensatory time, sick leave, or vacation time as applicable.

13.5 Witness Appearance

Leave of absence with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness for activities that arose out of employment with the Springfield Police Department in response to a subpoena or other order by proper authority compelling attendance under penalty described by law including the time required for travel to court and return to the employee's headquarters.

Travel time will be calculated from the Springfield Police Department.

Leave of absence with pay shall also be granted for the actual time spent in testimony as a witness at a grievance arbitration or Unfair Labor Practice hearing if it occurs during the employee's regular work hours. If such appearance is outside the witness employee's regular work hours, the witness employee's regular work hours will be adjusted to allow for such appearance at straight time pay, provided the adjustment does not result in overtime or additional cost to the City.

13.6 Absence without Approved Leave

An employee who fails to return from a paid or unpaid leave of absence or who is absent without leave for three (3) calendar days shall be considered to have abandoned their job and treated as a voluntary resignation unless the City determines otherwise.

Nothing herein precludes the City from granting an extension of an approved leave of absence when requested in advance of its expiration by the employee.

13.7 Funeral/Compassionate Leave

Employee will be granted up to five (5) working days for eight (8) or nine (9) hour shifts and four (4) working days for ten (10), twelve (12), or twelve and one-quarter (12.25) hour shifts with regular salary in the event of death of an immediate family or due to pregnancy loss.

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Leave should generally be taken within sixty (60) days of the notification of the death. Extensions may be made on a case-by-case basis.

If an employee and their spouse work for the City both employees may take leave for the qualifying death or pregnancy loss at the same time.

Immediate family shall include:

- Spouse
- Parent (custodial, non-custodial, biological, adoptive, foster, and parent-in-law)
- Siblings
- Child of the employee (biological, adopted, step, foster, or loco parentis)
- Grandparent of the employee
- Grandchild of the employee
- Any person residing in the employee's household at time of death, or
- Any family member covered under the Oregon Family Leave Act (OFLA)

In extenuating circumstances, the Chief may at their discretion grant an extension of time needed for compassionate or funeral leave. Whenever an extension is granted, the employee shall be required to use accrued time other than sick leave for all hours outside the limitation contained herein.

In some situations, funeral/compassionate leave may also qualify for bereavement leave under the Oregon Family Leave Act (OFLA). In these cases, qualifying City-paid funeral/compassionate leave and OFLA leave run concurrently and count against the employee's OFLA entitlement.

13.8 Leave Donation

The employer will provide bargaining unit employees with access to Leave Donation as outlined in the employer's policy, as amended from time to time. Any changes to City Leave Donation policy are subject to notice and interim bargaining in accordance with ORS 243.698.

ARTICLE 14 | EDUCATION AND TRAINING

14.1 Tuition Reimbursement

The City will reimburse an employee with a portion of tuition for approved courses at an accredited college or university as set forth below.

(a) *Reimbursement Eligibility*

Employees shall be reimbursed at the rate of fifty percent (50%) for approved degree programs with a grade of "C" or better. If the course is offered on a pass-fail basis only,

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the City shall reimburse the tuition at fifty percent (50%) of the cost for employee earning a "pass" in the course.

The reimbursement shall only be for tuition of classes required to complete:

- One (1) initial Bachelor of Arts or Bachelor of Science degree or
- One (1) initial Master of Arts or Master of Science degree

from an accredited college or university; other expenses shall be the responsibility of the employee.

Courses shall be approved for reimbursement based on their relationship to career enhancement and development;

- Courses required as part of an approved degree program will be approved.
- Courses directed at personal enhancement such as music, sculpture, vocational classes, et cetera, will not be approved for reimbursement.

To be eligible for tuition reimbursement, employees must have courses pre-approved for reimbursement by the Police Chief prior to enrollment.

(b) *Cost Limits*

The cost per credit hour may not exceed the equivalent in state per unit cost at the University of Oregon.

(c) *Service Requirement and Repayment*

An employee who receives funds from the City for educational reimbursement must sign an agreement that they will remain in the employ of the City for one (1) full year after the date of payment or must repay the City for the full amount of the reimbursement received during their last year.

The debt owed will be considered an overpayment of wages and handled through City overpayment policy, including deduction from the employee's post tax pay or post tax paid accruals, subject to Bureau of Labor & Industries regulations.

(d) *Verification*

Reimbursements shall be upon receipt of verified course completion. Verification must be submitted within four (4) weeks of course completion.

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14.2 Directed Training Reimbursement

In the event that the City directs an employee to attend any formal training course, all tuition, books and incidental fees will be paid in full by the City.

14.3 Seminars and Workshops

Employees will attend training such as approved workshops and seminars intended to upgrade the employees' skills and professional ability when assigned by the City.

An employee may initiate a request to attend workshops and seminars subject to approval of the Police Chief, and the denial of such a request is not subject to grievance under this Agreement.

Employees attending seminars and workshops which fall on a scheduled workday(s) will be granted a training day in lieu of their normal workday. At no time will overtime be charged to the City in granting training days.

Employees attending approved job-related training, seminars, and workshops will be compensated as hours worked. The books and materials purchased by the City will remain in the Department library.

ARTICLE 15 | VACATION

15.1 Accrual

A regular employee shall accrue vacation time in accordance with the following schedule:

Years of Service	Bi-Weekly Accrual Rate	Annual Hours
0 – 4 (0-59 months)	3.693	96
5 – 9 (60-119 months)	4.616	120
10 – 14 (120-179 months)	5.539	144
15 – 19 (180-239 months)	6.462	165
20 – 24 (240-287 months)	7.385	192
25+ (288 months & beyond)	8.308	216

Part-time employees earn vacation on a pro-rated basis based on their actual work hours as a percentage of full-time hours. All accrued vacation time by an employee will be paid at the employee's regular straight time rate.

Sworn officers, detention or dispatch employees hired as a lateral will be placed on the vacation tier schedule based on the employee's months of public safety service within the same classification consistent with the definition of lateral employee.

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A lateral employee is:

- An employee who is currently certified through DPSST or who is currently certified in another state and is eligible to attend DPSST in a condensed format to become certified, and
- Who is in good standing with their current/most recent employer as an employee for a recognized state, district, county, city or municipal entity.

15.2 Continuous Service

Time spent by an employee on paid military leave, sick leave resulting from an injury incurred in the course of employment, and authorized leave shall be included as continuous service.

Other breaks in service shall result in a loss of continuous service for the purpose of determining vacation accrual unless rehire occurs within twelve (12) months of termination.

An employee who terminates employment with the City and is rehired within twelve (12) months thereafter will have prior continuous service count solely for purpose of placement on vacation accrual schedule. That time will not count for vacation selection, shift bidding, or any other seniority-based purpose.

15.3 Accrual Limitations

Employees are allowed to accrue a maximum of two (2) years of vacation leave. An employee may exceed the maximum accumulation throughout the year so long as the employee's accrued vacation is under the maximum two-year limit at the pay period end that includes January 1 of each calendar year.

No payment shall be made for vacation time lost by an employee because of accrual limitations, unless the failure to take vacation is caused by the City's insistence that the employee be at work during a scheduled vacation period.

15.4 Leave Selection

Employees shall be permitted to request use of vacation, either on a split or an entire basis.

Employees shall have the right to determine their vacation times subject to scheduling required for public service based upon the needs of an efficient operation, the availability of vacation relief, and the City's right to so arrange scheduling that each employee has an opportunity if they choose to use at some time during the fiscal year the full amount of the vacation credit which they could accumulate in twelve (12) months of continuous service.

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15.5 Annual Block Leave

Pre-scheduled extended leave ("Block Leave") will be selected on the basis of seniority. Each employee will be permitted to exercise their seniority once annually for one block of time. Thereafter, conflicting requests for the same block period will be resolved on the basis of prior scheduling.

Block Leave approvals may be limited if multiple employees are on extended or protected leaves.

15.6 Special Single Leave Days

Employees will be allowed to request to their supervisor in writing one (1) single leave day during each six (6) month shift cycle, limited to one (1) person within a classification per shift (for this section only, patrol shifts starting at 4 a.m. and 8 a.m. are considered the same shift).

To qualify:

- Employees must have at least forty (40) hours of vacation available at the time of the request.
- Requests must be made at least fifteen (15) days prior to the requested day off.
- The request must not otherwise conflict with approved or pending block leave requests.
- If the request results in operation below routine minimum staffing levels, the City will post overtime for the vacancy, however, if no employee signs up for the overtime, the overtime will not be mandated.

15.7 Vacation Payout at Termination

(a) *Separation of Employment*

Upon separation of employment, not for retirement or death, earned but unused vacation will be paid to the employee up to the two (2)-year maximum under this Article.

(b) *Retirement*

Upon employees separating due to retirement, earned but unused vacation will be paid to the employee up to the two (2)-year maximum under this Article.

(c) *Death*

In the event of death of an employee currently employed, earned but unused vacation shall be paid to the employee's beneficiary in the same manner as salary up to the two (2)-year maximum accumulation.

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ARTICLE 16 | PERSONNEL RECORDS

16.1 Location and Employee Review Rights

The City shall maintain personnel records. Upon request, each employee shall have the right, with reasonable notice to the City, to review their personnel records during normal working hours. The employee may have a copy of any information in the personnel file; however, the City reserves the right to charge a duplication cost. The fees for duplication shall be set by the Finance Department, but such fees shall not be unreasonable.

16.2 Signing

Each employee shall read and sign any material related to evaluation or corrective action that is placed in their personnel records including evaluations, written reprimands, demotions, suspensions or discharge.

The signature line will state: "*Signing Does Not Necessarily Indicate Agreement.*"

16.3 Staleness of Personnel Records

Written reprimands will be deemed to be stale in an employee's personnel records after thirty-six (36) months, provided no other counseling or disciplinary action occurs within that time period. A document that is stale cannot be used for purposes of progressive discipline but may be used in any arbitration or civil proceeding for the purpose of establishing consistency of disciplinary action, lack of discrimination, notice or rule, the existence of mitigating circumstances and compliance with legal obligations.

Employees will have the right to submit rebuttal material to any critical material contained in their personnel records.

Personnel records will be maintained for at least the minimum time periods consistent with applicable law.

16.4 Performance Evaluations

The City will make reasonable efforts to conduct annual employee evaluations no later than thirty (30) days from the employee's anniversary date. Employees shall be given a copy of their evaluations. Unsatisfactory ratings will include a statement of the reason for the unsatisfactory rating.

Employees will be given the opportunity to meet with their supervisors to discuss their evaluations. Employees may submit a written response to the evaluation which shall become part of the evaluation.

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ARTICLE 17 | DISCIPLINE AND DISCHARGE

17.1 Just Cause

No regular employee may be disciplined or discharged except for just cause as defined in **Section 17.5 (Just Cause Standards)** below, using the principles of progressive discipline, and applicable law.

For law enforcement officers, any disciplinary actions imposed are subject to the just cause standards governed by ORS 243.706, ORS 243.808 through 243.812, ORS 236.350 and applicable rule or law. Law enforcement officers include Police Officer, Detention Officer, and Detention Sergeant classifications.

Formal disciplinary action may take any of the following forms:

- Written reprimand,
- Suspension without pay,
- Reduction in salary,
- Demotion or
- Termination.

17.2 Coaching

Coaching is not discipline and may not be protested through the grievance process. Coaching is a less formal means of resolving issues related to daily operations, interpersonal conflicts, and minor matters of improper conduct. Oral Reprimands, even if reduced to writing, are considered coaching documents.

Coaching documents are not placed in an employee's personnel file; however, they may be maintained in the supervisory file and may be mentioned in the next yearly evaluation.

Employees may provide a written rebuttal to the coaching within ten (10) calendar days of the coaching. Upon request, an employee may review and request copies of coaching documents in the employee's supervisory file.

After the later of twelve (12) months or the employee's next annual performance evaluation, the coaching will be considered stale if no further coaching or discipline has been imposed for similarly related conduct.

Nothing herein prevents or prohibits command staff from discussing operational matters informally with employees.

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17.3 Probationary Employees

A probationary employee, as defined in **Section 22.1 (New Hire)** and **Section 22.2 (Lateral New Hire)** and a new hire, may be disciplined or discharged without recourse to the grievance procedure.

17.4 Due Process

In the event the City believes an employee may be subject to formal disciplinary action, the following procedural due process will be followed:

(a) *Notice of Investigation*

Prior to an administrative investigatory interview, the City will provide the employee and Association with at least twenty-four (24)-hours' notice of an investigatory interview and description of the nature of the charges or allegations that may subject them to discipline.

If the accuser or witness is an employee, or the accuser's identity is otherwise protected by law, their information may be redacted if necessary to comply with statutes prohibiting the City from disclosing their identity, unless the accuser or witness expressly waives their confidentiality in writing. The twenty-four (24)-hour notice of interview may be less if such notice would jeopardize the successful completion of the investigation through possible loss of material evidence.

The notice of investigatory interview will also include:

(1) The employee's right to have an Association Representative present,
(2) The name of the assigned investigator, and
(3) The date, time and location of the interview.

(b) *Investigatory Interviews*

Consistent with the notice provisions above in **Section 17.4(a) (Notice of Investigation)**, investigatory interviews for employees that may be subject to investigation will be provided the following:

(1) The employee may have an Association representative present during the interview so long as the interview is not unduly delayed. Attendance of people other than the subject employee and representative of the City and Association are not permitted in administrative investigatory interviews, except upon mutual agreement between the City and Association.

(2) No more than two interviewers at a time may question the employee.

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(3) The interview will be audio recorded by the City and a copy will be provided to the employee and Association upon request. The City or Association is not precluded from audio recording; however, notice of recording must be provided in advance and a copy provided to the City upon request.

(4) In a compelled interview solely for noncriminal purposes, an employee who refuses to respond to questions or to be interviewed must be informed that refusal may lead to disciplinary action up to and including termination. But for threat of disciplinary action for refusing to answer questions as compelled, the employee being interviewed may not be threatened with punitive action or subjected to offensive language.

(5) If the employee is compelled to answer questions, the employee will be notified of the expectation to answer all questions fully and truthfully to the best of the employee's ability subject to discipline up to and including termination.

(6) The interview will be reasonable in time in consideration of the nature of the allegations.

(7) The employee and Association representative will be permitted reasonable break periods.

(8) The Association representative may not be required to disclose or be subject to disciplinary action for refusing to disclose statements made by the officer to the representative for purposes of the representation.

(9) As soon as it is determined that the employee may be charged with a criminal offense, the employee must be informed of the employee's right to consult with criminal defense counsel with respect to the criminal charge.

(10) In the event that another interview is needed, the employee and Association will be provided a copy of any audio recording or transcript (if prepared) of the prior interview.

(c) *Due-Process/Loudermill Meeting*

Prior to the imposition of a formal disciplinary action imposing an economic sanction, the employee and Association will be given the opportunity to have a Due-Process/Loudermill meeting, inclusive of name-clearing opportunity as applicable.

The City will provide at least seven (7) days' written notice of the Due-Process meeting including:

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- The nature of the charges,
- The findings of the investigation,
- The policy violations or misconduct sustained, and
- Notice of the disciplinary sanctions being considered.

The Due-Process meeting is voluntary, and the employee may have an Association representative present. The employee or the Association may submit a written statement in lieu of the scheduled meeting provided the statement is submitted prior to the scheduled meeting.

The written notice of the Due-Process meeting will also include the investigatory documents relied upon by the City in making its findings; the meeting need not be postponed due to the dispute over all of the material provided, however nothing prohibits the Association from raising during the Due-Process meeting any asserted failure by the City to provide mitigating and or exculpatory materials.

The parties acknowledge that, in certain circumstances, investigatory materials may be limited or conditional in their release and may be provided only to the Association's legal representative.

(d) *Imposition of Disciplinary Sanctions*

In the event the City imposes a disciplinary action, the employee and Association will be provided with written documentation of the findings of facts, the allegations sustained, and explanation of the disciplinary action imposed including application of aggravating or mitigating circumstances.

Written documentation of disciplinary actions will be given to an employee in a private manner. The Association will be given copies of all disciplinary actions imposed.

Disclosure of imposed discipline will be strictly limited to parties directly involved in the discipline process and as needed for proper supervision of the employee, subject to applicable law.

Disciplinary actions will be placed in the employee's personnel file as provided by this Agreement.

(e) *Internal Investigation Timelines*

The City will make best efforts to conduct and conclude internal investigations promptly. The City will notify an employee when an investigation is completed and the result of the investigation. The ability to complete an internal investigation in a timely manner depends on many circumstances that are not necessarily under the City's control.

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In the event an internal investigation is not concluded within thirty (30) calendar days from the date of initial notice of investigation under **Section 17.4(a) (Notice of Investigation)**, the City will provide the employee and Association an explanation of the reason for the delay and the expected duration and completion, which in no case shall exceed twelve (12) months in total, subject to ORS 236.360(6)(b).

The City may reopen an investigation upon discovery of new material information or evidence resulting from the employee's pre-disciplinary response or the evidence could not have been discovered sooner without extraordinary measures.

The City is not obligated to complete its investigation within thirty (30) calendar days.

17.5 Just Cause Standards

Except for law enforcement officers, for the purpose of this agreement, just cause shall be determined in accordance with the following guidelines:

(1) The employee shall have warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.

(2) If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, with variations allowed based on the actual situations of the alleged misconduct.

(3) The City must conduct a reasonable investigation.

(4) It must be determined that the employee is guilty of the alleged misconduct or act.

(5) The discipline must be appropriate and applied in an evenhanded manner based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operations.

(6) The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

For sworn law enforcement officers, disciplinary actions imposed are subject to just cause consistent with ORS 243.808 and applicable law.

17.6 Release of Disciplinary Records

In the event of a public records request for disciplinary, investigatory, or personnel file materials, the City will provide written notice to the employee prior to the release, subject to applicable public records law.

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In the event of disclosure under Brady of disciplinary, investigatory, or personnel file materials to a prosecutor, the City will provide written notice to the employee prior to release.

The City will not discipline an employee solely on the basis of the employee being placed on a Brady list, however nothing prohibits the City from disciplining the employee for the underlying conduct consistent with just cause standards.

ARTICLE 18 | SETTLEMENT OF DISPUTES

18.1 Procedure

Any dispute concerning the application, interpretation or enforcement of this Agreement shall be resolved in the following manner and sequence:

Step 1: After first attempting to resolve the dispute informally with the immediate supervisor, the employee or Association may submit a written grievance to the employee's immediate supervisor within fourteen (14) calendar days of the date the employee knew or reasonably should have known of the issue, whichever date is earlier. The written grievance must include:

- a statement of the grievance and the factual basis;
- the sections(s) of the Agreement alleged to be violated;
- the remedy sought; and
- the name and signature of the individual(s) submitting the grievance.

Step 2: Within ten (10) calendar days of receiving the grievance the Police Management Team will schedule a meeting to allow the grievant and/or Association to present the dispute.

The Management Team will issue a written decision within ten (10) days following the meeting. The Management Team consists of the supervisory chain for the employee(s) including Sergeant, Lieutenant, Deputy Chief, and Chief.

A Human Resources representative may attend any meeting during this process.

Step 3: If unresolved at Step 2, the Association may advance the grievance to the City Manager in writing within ten (10) calendar days of receiving Management Team's decision.

The City Manager will issue a written decision within ten (10) calendar days following the meeting.

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Step 4: If unresolved at Step 3, the Association may advance the grievance to arbitration by providing written notice to the City Manager within ten (10) calendar days following the date the City Manager's Step 3 is due or received, whichever occurs first.

18.2 Arbitrator Selection

(a) *For Disciplinary Grievances Involving Law Enforcement Officers*

Within ten (10) calendar days of their notice to proceed to arbitration, the Association will request an arbitrator consistent with ORS 243.80 and the process established by the Employment Relations Board.

(b) *For all other grievances*

The parties may, prior to selecting an arbitrator, mutually agree to have the dispute mediated by the State Conciliation Service.

If the parties mutually agree upon an arbitrator, the Association will, within ten (10) calendar days of its notice to proceed to arbitration, submit a written request to the Oregon Employment Relations Board which will submit to the parties a list of the of seven (7) names of Oregon arbitrators that are on the AAA list.

Upon receipt of the list, the parties will determine by coin toss who shall strike first and shall then continue to alternate strike until only one name remains. The remaining name will serve as the arbitrator.

18.3 Arbitrator Authority

For All Grievance Arbitrations the arbitrator shall have no power to modify, add to, or subtract from the terms of this Agreement, and shall be confined to the interpretation and enforcement of this Agreement. The arbitrator's decision shall be in writing, and the arbitrator will make best efforts to submit a written ruling within thirty (30) days following the close of the hearing. The arbitrator's decision shall be final and binding on the affected employee(s), the Association, and the City.

Either party may request the arbitrator to issue subpoenas, but if issued, the cost of serving a subpoena shall be borne by the party requesting the subpoena. Each party shall be responsible for compensating its own witnesses and representatives during the arbitration hearing, subject to **Section 13.5 (Witness Appearance)**. The loser shall pay the arbitrator's fees and expenses, and the arbitrator, as part of the award, shall designate the losing party for such purpose.

For grievances contesting disciplinary action imposed upon a sworn law enforcement officer, the arbitrator is bound by the legal standards of just cause under ORS 543.808 et seq, ORS 243.706(3), and applicable law.

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18.4 Time Limits

The parties to this Agreement shall be bound by the time limits contained in this Article, **Section 18.1 (Procedure)**. The grievance will be considered to have been presented or forwarded within the time limits so long as it is received by the appropriate person within the time limits specified herein.

If either party fails to comply with or follow the time limits, the following shall result:

- If the grievant fails to respond within the time limits specified above, the grievance shall automatically be deemed abandoned.
- If the City fails to respond within the time limits specified above, the grievance shall automatically be advanced to the next step.

18.5 Grievance File

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be placed in the personnel file unless it is a disciplinary matter or the grievance is found against the employee.

18.6 Meetings

A meeting shall be held at any level of the procedure upon the mutual agreement of the parties. The grievant may be accompanied at any grievance meeting by an Association representative, if requested.

ARTICLE 19 | GENERAL PROVISIONS

19.1 Work Rules

The Association agrees that the City has the right to make reasonable work rules, but in no case will such work rules be promulgated or implemented if they are inconsistent with this Agreement, or until the Association has exercised or waived its right to bargain over changes in existing conditions in accordance with Oregon law.

The City agrees to provide a copy of the work rules to each employee and a separate copy to the Association's President.

19.2 Posting of New Work Rules

The City agrees to provide notice for all new work rules seven (7) days prior to their effective date except in emergency situations when such notice would not be feasible. Notice by email or intranet is sufficient.

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19.3 Class Specifications

The City shall maintain written class specifications that include a title; nature of work; general description of duties, and minimum or desirable qualifications for the class.

Job titles refer to a specific position or a group of positions and not to an individual in the class. It is agreed that the content of the class specification is not negotiable and that any changes made by the City in the class specifications shall be forwarded to the Association.

19.4 Safety

The City shall comply with all applicable statutes, rules and regulations related to safety.

19.5 Uniform Allowance

The City agrees to provide required uniforms and equipment for employees in the bargaining unit. The City agrees to repair or replace both personal and City-owned uniforms and equipment (excluding personal cell phones) damaged or destroyed on duty unless gross negligence can be shown on the part of the employee.

The repair or replacement of personal items shall not exceed reasonable costs, provided the City will not pay for jewelry or more than one hundred dollars ($100) for watches. Eyeglasses shall be repaired or replaced in accordance with the benefits provided by the City's workers' compensation insurance (reasonable replacement value).

19.6 Outside Employment

Outside employment shall be permitted in accordance with City administrative regulations.

19.7 Parking

Parking spaces for private vehicles shall be made available in the municipal parking lot adjacent to, and north of, the Public Safety Building in the area not otherwise reserved, on a first-come first-served basis.

19.8 Amendments

This Agreement may be amended at any time by mutual agreement of the Association and City. Such amendments shall be in writing and signed by both parties.

In the event the City seeks to change in existing conditions not subject to the terms of this Agreement and the change requires bargaining under PECBA, the City will provide notice consistent with ORS 243.698.

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ARTICLE 20 | SENIORITY

20.1 Definition

Only regular employees shall have seniority.

Seniority shall be achieved following completion of the probationary period and shall thereafter be established and accrue during the employee's job of continuous service in the employee's job classification from the last date of hire into the bargaining unit.

Seniority shall be broken or terminated if an employee:

- Quits
- Is discharged for just cause
- Is laid off and fails to respond to written notice as provided in Section 21.2 (Notice of Recall from Layoff Status)
- Is laid off work for a period of time greater than twenty-five (25) months
- Fails to report for three consecutive workdays
- While on a leave of absence, accepts employment without permission
- Retires
- Separates employment due to a non-worker's compensation medical inability to return to work or failing to meet qualifications of the position.

Seniority applies in the matter of layoff, recall, and vacation and holiday selection.

Employees who are promoted from the bargaining unit, and who are thereafter returned to the bargaining unit shall, upon return, be credited with seniority they accumulated as a member of the bargaining unit or with three (3) years of seniority, whichever is less.

Notwithstanding the above, an employee who is promoted out of the bargaining unit may be permitted to return to the bargaining unit during the first year after promotion out of the bargaining unit at management's discretion, and if permitted may return without loss of seniority.

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20.2 Seniority List

The City shall maintain a list of all current employees within the bargaining unit and their respective seniority, date of hire in bargaining unit and their date of entry into present class, base hourly rate, and present classification.

The City agrees to update this seniority list as reasonably required and to provide the list to the Association upon request.

ARTICLE 21 | LAYOFF AND RECALL

21.1 Layoff and Recall

In the event of a layoff (by classification) or recall, seniority governs, provided the senior employee possesses the demonstrated skill, ability, physical fitness and experience necessary to perform available and budgeted work without additional training. Materials contained in each employee's annual evaluation shall constitute the best evidence of skill and ability.

The City agrees not to utilize general fund monies to hire part-time or temporary employees into bargaining unit classifications for which an active layoff list with qualified employees exists.

The intent of this section is to protect employees in a layoff status.

21.2 Notice of Recall from Layoff Status

Notice to an employee of recall from layoff status shall be made by certified mail sent to the last address provided to the City by the employee. The employee shall have fourteen (14) days to return to work from the date of receipt of the notice of recall or the employee will forfeit all seniority.

ARTICLE 22 | PROBATIONARY PERIOD

22.1 New Hire

Non-certified police officers and non-certified detention officers hired into the bargaining unit shall serve a probationary period of eighteen (18) months from the date of employment or twelve (12) months beyond the employee's date of graduation from the Academy, whichever is longer. In no case shall the probationary period exceed twenty-four (24) months from the date of employment because of time spent at the Academy, unless extended as necessary for use of protected leave.

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All other new employees hired into the bargaining unit shall serve a probationary period of one (1) year from the date of employment or six (6) months beyond the employee's date of graduation from the Academy, whichever is longer. In no case shall the probationary period exceed eighteen (18) months from the date of employment because of time spent at the Academy.

22.2 Lateral New Hire

A lateral employee as defined in **Section 15.1 (Accrual)** above and who has completed at least three (3) years of continuous experience and who is Oregon DPSST certified, or, for an out of state law enforcement entity, whose certification is determined by the City to qualify for the lateral position.

The probationary period for a lateral new hire officer is twelve (12) months.

22.3 Promotion

Any current employee who is accepted into the position of sworn police officer will serve a new eighteen (18)-month probationary period, subject to termination without just cause, regardless of any prior initial probationary periods.

22.4 Return to Previous Position

If an employee accepts a different position within the bargaining unit that requires a probationary period and fails to pass that probationary period due to general performance concerns, the employee may return to the previous position held if still available.

22.5 Extension of Probation Period

In the event a probationary employee is on leave for more than thirty (30) calendar days (e.g., FMLA, military leave, worker's compensation, etc.), their probationary period will be extended for a period equal to the leave of absence to allow the employee to complete the full probationary period.

Use of vacation, compensatory time, sick leave, or holiday leave will not be considered a leave of absence under this provision.

22.6 Probationary Status and Termination of Employment

The Association recognizes the sole right of the City to terminate probationary employees for any reason, with or without cause, and any such termination does not constitute a violation of this Agreement, and the probationary employee has no rights to appeal or the grievance procedure.

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ARTICLE 23 | COMPENSATION

23.1 Salary Schedule

(a) *Effective and Retroactive to July 12, 2026:*

Step 1 of the salary schedule for each classification will be increased by three percent (3.0%). Steps are five percent (5.0%) a part.

(1) For the purposes of retroactive pay, employees employed on the execution date of this agreement will receive retroactive pay as a one-time payment through the regular payroll process.

(2) The payment will be based on a three percent (3%) wage increase of an employee's gross pay earnings (base pay, overtime, longevity and incentives) from the beginning of the pay period July 12, 2026, to the payroll period following the execution date by both parties.

(3) Any new incentives or new changes to incentive pay (for example FTO) or add-to-pays in this agreement are not included in this payment.

(4) The City will make best efforts to make retroactive payment within sixty (60) days of execution of this agreement.

(b) *Effective July 1, 2027:*

Step 1 of the salary schedule for each classification will be increased by three percent (3.0%). Steps are five percent (5.0%) apart.

(c) *Effective July 1, 2028:*

Step 1 of the salary schedule for each classification will be increased by three percent (3.0%). Steps are five (5%) apart.

Base pay is hourly. The monthly and yearly values represented on the salary schedule are for reference purposes only.

23.2 Pay Practices

Employees shall be paid consistent with past practice.

The City may modify its payroll and accounting practices to compensate for overtime on the next available payday following the work period in which the overtime is actually worked.

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When there is insufficient processing time between when the overtime is worked and the end of the pay period, the compensation will occur in the following pay period.

23.3 Step Increases

Each employee shall be paid at one of the steps in the range prescribed for their classification.

Employees are normally appointed at the first step of the range prescribed for their classification, however, the initial step placement for any lateral hire will be determined by the Chief of Police based on the lateral hire's prior training and experience.

23.4 Pay Period

(a) *Bi-Weekly Pay Period*

All members of the Association shall have time recorded and be paid on a fourteen (14)-day bi-weekly pay period.

All compensable hours actually worked or taken as leave shall be recorded for payroll purposes.

(b) *Smoothing in Biweekly Pay Periods*

7K Shift employees are regularly scheduled to work bi-weekly periods of

- 61.25 total hours,
- 73.5 total hours,
- 85.75 total hours, and
- 98 total hours during each 8-week cycle.

When the employee is regularly scheduled to work 61.25 hours in a single bi-weekly pay period, the employee may elect to use accrued paid leave banks (excluded sick) for up to 12.25 hours.

If the employee does not elect to use paid leave or lacks sufficient leave hours, the employee will only be paid for actual hours worked in that pay period.

23.5 Out of Class Work / Interim Assignments

Any employee who is assigned the responsibilities and/or carries out the duties of a position, rank or classification above that which they normally hold, they shall be paid a premium incentive of seven- and one-half percent (7.5%) of the employee's base hourly rate for the hours worked in the higher classification as assigned.

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In order to receive out of class compensation, the employee must work in the higher class for a minimum of one (1) full shift. Detention Officers working out of class for six (6) or more hours will receive out-of-class compensation.

Employees temporarily assigned to a classification out of the bargaining unit will retain all rights under this Agreement.

ARTICLE 24 | CERTIFICATION AND INCENTIVE PAY

24.1 Incentive Pay

Police Officers, Detention Officers, Detention Sergeant (Non-sworn), and Dispatchers shall be eligible for incentive pay under the following conditions:

(a) *DPPST Intermediate Certificate*

Eligible Police Officers, Detention Officers, Detention Sergeants (Non-sworn), and Dispatchers will receive an incentive of five percent (5%) of their base hourly rate for all hours paid per pay period.

(b) *DPPST Advanced Certificate*

Eligible Police Officers, Detention Officers, Detention Sergeants (Non-sworn), and Dispatchers will receive an incentive of ten percent (10%) of their base hourly rate for all hours paid per pay period.

For the purposes of this article, paid leave is considered as hours worked.

24.2 Longevity Incentive

(a) *Ten (10) Years*

Employees will receive an incentive of two percent (2%) of their base hourly rate for all hours paid per pay period upon completion of ten (10) years (120 months) of employment in the Department, provided the employee has performed satisfactorily during the prior twelve (12) months.

Longevity incentive starts at the pay period beginning following the tenth (10^{th}) year and the ten (10) years of service do not have to be continuous.

(b) *Fifteen (15) Years*

Employees will receive an incentive of three percent (3%) of their base hourly rate for all hours paid per pay period. Upon completion of fifteen (15) years (180 months) of

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employment in the Department, provided the employee has performed satisfactorily during the prior twelve (12) months.

Longevity incentive starts at the pay period beginning following the fifteenth (15th) year and the fifteen (15) years of service do not have to be continuous.

(c) *Twenty (20) Years*

Employees will receive an incentive of four (4%) of their base hourly rate for all hours paid per pay period. Upon completion of twenty (20) years (240 months) of employment in the Department, provided the employee has performed satisfactorily during the prior twelve (12) months.

Longevity incentive starts at the pay period beginning following the twentieth (20th) year and the twenty (20) years of service do not have to be continuous.

Longevity incentives are not cumulative and do not stack.

24.3 Field Training Officer (FTO) Incentive

Police Officers, Detention Officers, Dispatchers, and Police Records & Communication Specialists assigned the responsibility of being FTO will receive an incentive of seven and one-half percent (7.5%) of their base hourly rate for all hours worked as FTO in the pay period.

The assignment is the sole discretion of the Chief without grievance or further bargaining obligation.

24.4 Motorcycle Patrol Assignment

Officers assigned to Motorcycle patrol assignment will receive an incentive of two and one-half percent (2.5%) of the base hourly rate of Step 3 of their classification for all hours paid in the assignment in the pay period. The payment is intended to address the cost of uniform and clothing for the assignment.

The assignment is at the sole discretion of the Chief without grievance or further bargaining obligation.

24.5 Canine (K-9) Officer Assignment

Officers assigned to the Canine Officer Assignment will receive an incentive of two and one-half percent (2.5%) of their base hourly rate of step 3 for all hours paid per pay period in the assignment in the pay period. The payment is intended to address the cost of K9 related equipment for the officer for the assignment.

The assignment is at the sole discretion of the Chief without grievance or further bargaining obligation.

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Ordinary Care: Acceptance of the assignment is based upon a willingness to care for the animal off duty. The parties agree that not more than thirty (30) minutes per day is required for ordinary care and feeding of the canine.

(1) On a regularly scheduled workday, K-9 Officers will be relieved from duty thirty (30) minutes early for care of the canine or paid thirty (30) minutes of overtime for care of the canine, as assigned.

(2) On non-regularly scheduled workdays, K9 officers will receive thirty (30) minutes of overtime for care of the canine. Time exceeding thirty (30) minutes due to unforeseen circumstances for care of the canine (e.g. emergency veterinary care) is paid as working time. The employee should report their time with explanation.

(3) The parties agree that commuting to work with the dog does not constitute "hours of work" solely because the dog is in the vehicle.

(4) Callback: Callback premium does not apply to emergency canine care. Such time is paid as premium pay or compensatory time at one and one-half (1 ½) the employee's regular rate of pay. K-9 Officers shall not be entitled to call back premium when duty concerns the emergency care of their animal; such time shall be treated as overtime. Overtime may be taken as pay or compensatory time. The provision of ordinary care is in addition to canine incentive pay.

24.6 Detective Assignment

Officers assigned to Detective Assignment or other plain clothes assignments of at least a thirty (30) day duration will receive an incentive of three percent (3%) of the base hourly rate of Step 3 of their classification for all hours paid in the assignment in the pay period. This incentive is inclusive of consideration that the assignment requires court or other business attire.

The assignment is at the sole discretion of the Chief without grievance or further bargaining obligation.

24.7 Scheduling Incentive

Employees in the following classification will receive two percent (2%) of Step 3 base hourly rate for all hours paid in the pay period:

- Police Dispatcher,
- Community Service Officer,
- Police Records & Communications Specialist,
- Police Officer positions (not assigned to K-9, detectives and motorcycles),
- Detention Officer,

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- Police Community Outreach Coordinator,
- Community Information Officer,
- Police Program Technician.

Employees in the following classification will receive two percent (2%) of Step 2 base hourly rate for all hours paid in the pay period.

- Property Controller,
- Digital Evidence Technician,
- Detention Sergeant (non-sworn)

[*Contract Note*: The parties acknowledge this incentive is in lieu of shift differential pay. This provision does not apply to canine, motorcycle, detective or other assignments not named.]

24.8 Second Language Incentive

Employees who are qualified and able to speak Spanish and American Sign Language (ASL) at an intermediate equivalency level, and who are available to provide assistance in on-duty situations where a Spanish or ASL language barrier arises, will receive an incentive of five percent (5%) of their base hourly rate for all hours paid per pay period.

Eligibility for this differential will be determined upon established intermediate certification equivalency criteria.

In the event a regular need for such interpretive support for a language other than Spanish or ASL is determined to exist by the City, this language differential may be extended to apply to that language with similarly established eligibility criteria.

24.9 Education Incentive Pay

Employees who possesses a Bachelor of Arts or Bachelor of Science degree from an accredited college or university will receive an incentive of five percent (5%) of their base hourly rate for all hours paid per pay period.

24.10 Wellness Incentive

(a) *ORPAT*

Effective after the next ORPAT test, employees will receive an incentive of one percent (1%) of their base hourly rate for all hours paid for passing the ORPAT with a score of five minutes thirty seconds (5:30) or less.

Employees are required to retest annually consistent with policy. Employees who are unable to participate in a retest due to a medical reason will be allowed to waive one retest

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and still maintain the incentive. Employees who are not able to take a second retest will lose the incentive until such time they are again able to pass the test, subject to applicable law.

Recognizing that participation in this incentive program is purely voluntary; all ORPAT testing will preferably be done on duty, and if not performed on duty, is only subject to FLSA overtime if applicable.

The Department will offer ORPAT testing at least twice per calendar year.

(b) *Mental Health*

The parties acknowledge that periodically meeting with a mental health provider is beneficial for overall health and wellness.

Employees who visit a licensed mental health provider for an annual visit between July 1 to June 30th each year will receive an incentive of 0.5% (one-half percent) of their base hourly rate for all hours paid per pay period starting July 1st of the following year. The employee must provide a mental health provider's note confirming the visit.

In order to maintain the incentive, the employee must provide proof of visit the year prior to next fiscal year (July 1).

A licensed mental health provider is a provider primarily trained and certified in providing mental health services through Employee Assistance Program (EAP) or the City's current medical insurance provider.

This provision does not apply to fit for duty evaluations nor required mental health evaluations resulting from a critical incident.

ARTICLE 25 | WORKERS' COMPENSATION & TIME LOSS

25.1 Workers' Compensation

The City provides workers' compensation benefits in accordance with State law for all employees for injuries and illnesses arising out of, and in the course of, employment with the City. Workers' compensation benefits, including time loss, will be administered in accordance with Oregon workers' compensation law and administrative rules.

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Supplemental workers' compensation pay, which is in addition to workers' compensation time loss, is governed by this Article.

25.2 Payment of Workers' Compensation and Time loss

When an employee is absent from work because of an on-the-job injury or illness compensable by Workers' Compensation, and eligible for workers' compensation temporary total disability (TTD) or temporary partial disability (TPD) benefits (aka "time-loss"), the employee will keep their time loss check. The City will pay the difference (aka: "gap') between the disability payment and the employee's regular net wages for up to three-hundred-and sixty-five (365) calendar days from the date the claim is classified as disabling due to the on-the-job injury or occupational illness.

For this Article "regular paycheck" means base wage plus all pay steps, cost of living adjustments, incentive pays, certification pays, premium pay for which the employee is eligible, but excludes overtime and worked standby pay.

The City will deduct applicable payroll deduction from the "gap" payment (such as insurance premium contributions, Association dues, etc.), and if not sufficient, will be deducted from the employee's accrued leaves.

No sick leave or other leave will be deducted from the employee's accruals for three-hundred-sixty-five (365) calendar days following the date of injury due to the on-the-job injury or occupational illness or until the date of claim closure whichever comes sooner. No sick leave or other leave will be deducted from the employee's accruals for any workers' compensation benefits waiting period.

25.3 Alternative Deductions

If an employee is off work beyond the three-hundred-sixty-five (365) calendar days from the date of injury due to the on-the-job injury or occupational illness, the employee may elect which type of accrued leave to use (i.e. vacation, holiday, compensatory time, and sick leave), in addition to the amount of workers' compensation time loss payments, up to the amount of their regular paycheck.

Employees must use paid leave before taking unpaid leave.

An employee must request one of the following leave deductions:

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Shift Length	Default Leave Use (Per Shift)	Option 1 (20%)	Option 2 (30%)
12 hours	1.25 hours	2.50 hours	3.75 hours
10 hours	1.00 hours	2.00 hours	3.00 hours
8 hours	1.00 hours	1.75 hours	2.50 hours

25.4 Employment Status and Benefits during Leave:

During the period of disability and as long the employee is receiving workers' compensation time loss payments or is receiving sick leave, holiday, or vacation pay, the employee shall continue to receive all forms of compensation (base wages, step increases, incentive pay, premium pay, all insurance, etc.) and shall accrue sick time, holiday time, and vacation time.

The employee will continue to be responsible for the employee portion of insurance benefit premiums.

In the event an employee's time loss benefits end but the employee is unable to return to work, the employee may access all leave benefits in order to receive their regular paycheck. Once the employee has exhausted all accrued leave benefits, the employee can maintain continuation of benefits as outlined in **Section 13.2 (Extended Medical Leave)**.

25.5 Denial of Claim

If an employee's workers' compensation claim is denied by the workers' compensation carrier, the employee's injury or illness will be treated as a non-occupational claim from the date of denial.

In the event the denial is reversed by the Workers' Compensation Board or Oregon courts, the employee's sick leave and other paid leave accounts will be adjusted to reflect what they should have received in sick leave and other benefits, and the employee will be made whole in all ways consistent with this Article as if they had been granted an accepted claim from the date of injury due to the on-the-job injury or occupational illness.

Any such restoration of leave, pay, and benefits will be adjusted to account for Workers' Compensation time loss payments consistent with this Article.

25.6 Modified Duty

In the event of a work-related injury or illness, the City may assign reasonable modified duty consistent with the employee's medical restrictions as determined by the employee's health care provider.

If an employee refuses modified duty, the employee will become ineligible for time loss and City supplemental pay.

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ARTICLE 26 | RETIREMENT

The City agrees to continue to provide the current retirement plan for each employee, such being through the Public Employees Retirement System of the State of Oregon (PERS) or Oregon Public Service Retirement Plan (OPSRP).

The City will pay the employee's contribution of six percent (6%) of subject salary to the Individual Account Program (IAP) associated with PERS or OPSRP consistent with PERS/OPRSP rules and regulations.

ARTICLE 27 | INSURANCE

27.1 Benefit Eligible Employees

All bargaining unit employees budgeted to work twenty (20) or more hours per week are deemed as benefit-eligible for the items in this article.

27.2 Health and Dental Insurance

The City will provide comprehensive health insurance coverage which includes the Health Incentive Plan (HIP) option with a benefit level that conforms to the Pacific Source plan in effect on January 1, 2004, or a substantially comparable program. The City will continue to provide a comprehensive ODS equivalent dental insurance plan.

All benefit eligible employees must enroll in the standard insurance plans for this employee group. Coverage begins on the first day of the month following the employee's hire date. If the employee is hired on the first day of the month, coverage begins that day.

The City's obligation to fund premium payments for selected medical plan and for dental coverage shall be limited to ninety-five percent (95%) of the premium of the HIP plan plus ninety-five percent (95%) of the premium for the City dental plan.

An employee who is enrolled in the Health Incentive plan (HIP) the City will contribute one hundred dollars ($100) for single coverage or two hundred dollars ($200) monthly for an employee with eligible dependents to a Health Reimbursement Account (HRA).

Association members shall pay any portion of the premiums for the selected medical plan or dental plan for which the City is not obligated as set forth in this section through payroll deduction.

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27.3 Employee VEBA

Effective January 1, 2027, the City will initiate individual employee VEBA accounts and contribute one hundred dollars ($100) monthly to each employee's account.

27.4 Wellness Center

Benefit-eligible employees and their enrolled dependents age four (4) and older who are covered under the City's medical plan, may use the Wellness Center at no cost.

27.5 Long Term Disability Insurance

The City will provide employees covered under this Agreement a long-term disability benefit which ensures sixty percent (60%) of the employee's base monthly salary at the time of the disabling off-the-job injury or illness. The maximum benefit is $10,000 per month. Benefits for eligible employees will be payable after ninety (90) days of total disability and will be administered according to the terms of the insurance policy.

Employees with an accepted claim for long-term disability benefits shall not be terminated, unless for cause, until one (1) year has lapsed from the first day of total disability as determined by the insurance provider.

This benefit shall be available for represented employees regularly scheduled to work twenty (20) hours or more per week.

27.6 Life Insurance

The City shall provide each employee one-times annual salary up to $200,000 basic life policy and one-times annual salary up to $200,000 for accidental death and dismemberment policy.

The City shall provide and maintain the above benefits at no cost to the employee.

Annual salary means your regular annual rate of pay, not counting commissions, bonuses, tips and tokens, overtime pay or other fringe benefits or extra compensation, in effect on the date immediately prior to an annual date mutually agreed upon by the City and the Association.

27.7 Optical Insurance

The City shall provide optical or vision coverage to full-time and eligible part-time members of the bargaining unit as part of comprehensive health insurance coverage.

27.8 Carrier/Coverage

The City shall notify the Association of any change in the coverage or carrier. Any substantial change in coverage shall be negotiated prior to implementation.

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27.9 FireMed
As part of its benefit package, the City will provide basic FireMed memberships to bargaining unit employees at the highest plan membership level offered by the City.

ARTICLE 28 | LEGAL FEES

28.1 Liability Coverage
The City shall continue to cover employees during the duration of this Agreement with no less liability insurance than is currently in effect.

28.2 Legal Defense Plan
The City will contribute towards the PORAC Legal Defense Plan that provides each of its members with an attorney as a direct result of criminal charges, investigation of use of deadly force, or a grand jury appearance against the member arising out of the member's involvement in the scope of regular performance of their duty as an employee for the City.

28.3 City Contribution
Effective the month following execution of this agreement, The City will contribute up to $7.00 per month toward the premium for each Association member, paid by reimbursement of an invoice provided by the Association for the "PORAC" Plan. Association will provide invoices on a quarterly basis.

28.4 Plan Description and Changes
The Association will provide a complete legal defense plan description to the City and written notice to the City of any changes to the plan description. Substantive changes in plan benefits may be subject to notice and bargaining under ORS 243.698.

28.5 Attorney-Client Privilege
The City recognizes that it is not entitled to the work product of the attorneys involved in this program. The City recognizes there exists an attorney client privilege between the attorney and the member.

ARTICLE 29 | STRIKES AND LOCKOUTS

29.1 No Strike
The Association and its members guarantee that they will not initiate, cause, permit, or participate or join in any strike, work stoppage, or work slowdown, or other interruption of City services.

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Employees in the bargaining unit, while acting in the course of their employment, will not honor any picket line established by the Association or by any other labor organization when called upon to cross such picket lines.

In an event of a strike, work stoppage, slow-down, observance of a picket line, or other restriction of work in any form, either on a basis of individual choice or collective employee conduct, the Association will attempt to secure an immediate and orderly return to work.

This obligation and obligations set forth above shall not be affected or limited to the subject matter involved in the dispute giving rise to the work action or by whether subject matter is or is not subject to the grievance procedures of this Agreement.

Violation of this section may subject members to disciplinary action.

29.2 No Lockout

There shall be no lockout of employees by the City as a consequence of any dispute arising during the period of the Agreement.

ARTICLE 30 | SAVINGS CLAUSE

If any provision of this Agreement is or becomes in contravention of the laws or regulations of the United States or State of Oregon, the provision shall be suspended by the appropriate provision of the law or regulation so long as it is in force and effect, but all other provisions in this Agreement shall continue in full force and effect.

The provision being in contravention of such laws or regulations shall be re-negotiated by the parties in order that there will be no such contravention. Negotiations will be expedited and for a ninety (90) day bargaining period consistent with ORS 243.698.

ARTICLE 31 | TERM

This agreement shall be effective upon execution and shall remain in full force and effect through June 30, 2029, or until a new agreement is ratified or implemented by an arbitrator's decision. Negotiations for the successor agreement shall commence on or before November 1, 2028.

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ARTICLE 32 | EXECUTION OF AGREEMENT

Executed this 10.00 day of September, 2026.

For the City:

Signed by:
Nancy Newton
2EA940088A66402...
Nancy Newton, City Manager

Signed by:
Jami Resch
C452379A91FC45A...
Jami Resch, Police Chief

Signed by:
701450187D014B6...
Chaim Hertz, Human Resources Director

For the Association:

Signed by:
Conner O'Leary
92B9A3C9C8A040E...
Conner O'Leary, President

Signed by:
Emily Benitez
CE2C7AE92F7B461...
Emily Benitez, Secretary

Signed by:
Ryan Lufkin
A6392B5D6D324C3...
Ryan Lufkin, Attorney for Association

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EXHIBIT A | STEWART PLAN FOR DISPATCHERS

Association members assigned as Police Dispatchers shall be scheduled for work in accordance with the "Stewart Plan." The plan is an eight-week cycle consisting of five (5) weeks of 36-hour workweeks followed by three (3) weeks of 45-hour workweeks as follows: Five (5) consecutive workdays consisting of nine (9) hours each, followed by three (3) consecutive days off. The workweek begins on Saturday at 2230 hours and ends the following Saturday at 2229 hours. All Police Dispatchers are on the same workweek for purposes of determining overtime compensation in accordance with the Fair Labor Standards Act (FLSA). Actual hours and days off will vary by individual dispatcher.

The Stewart Plan relates only to work scheduling and hourly pay. All other benefits shall accrue or be accounted for in the manner described in the collective bargaining agreement (based on an 8-hour day, 5 day workweek, 2080-hour work year, and the level of benefits stated).

The following rules shall apply:

(1) All Police Dispatchers will be paid based on an hourly rate.

(2) Hours worked outside regularly scheduled shifts as defined in **Section 6.5 (Workweek)** and hours worked in excess of 40 hours in a workweek will be compensated at the rate of one-and-one-half (1 ½) times their regular rate. Overtime will not be earned for shift trades in accordance with **Section 7.8 (Shift Trading and Trading of Days Off)** of the bargaining agreement. Under no circumstances will overtime be paid more than once for the same hours worked in a given pay period. Overtime compensation may be taken in the form of overtime pay or compensatory time. Any overtime worked which would result in a compensatory time balance in excess of 108 hours, will be paid out as overtime pay on the next regularly scheduled pay check.

(3) During the weeks that Police Dispatchers are scheduled to work less than 40 hours, they may request that compensatory time be used to bring their paid hours up to 40 hours. Upon request, other time banks, excluding sick time, may be used for this purpose if compensatory time has been exhausted.

(4) Each Police Dispatcher will be afforded the opportunity to earn a minimum of 27 hours of training time each calendar year. Training approved and attended will be treated as hours worked and will be paid as straight time unless the time is eligible for overtime pay in accordance with the FLSA. Training time will be considered the same as regularly scheduled shift time for the purpose of **Article 8 (Overtime, Premium Pay, and Compensatory Time)**.

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(5) Training time, which is not designated as mandatory, will be considered voluntary and Police Dispatchers may choose to attend. Individuals may request approval for outside training in lieu of non-mandatory Department scheduled training. Denial of outside training will not be subject to the grievance process. Responsibility for attending training beyond the 12 hours of annual State required training rests with each individual Police Dispatcher. Training time which qualifies for overtime pay under the FLSA will count as 1.5 hours of training time, for every hour of training attended, toward the annual 27 hours of authorized training. Total training hours paid shall not exceed the 27-hour annual authorization, unless preauthorized by police management.

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EXHIBIT B | SALARY SCHEDULE

Springfield Police Association
Salary Schedule

Effective: July 12, 2026

Job Title		Step 1	Step 2	Step 3	Step 4	Step 5	Steo 6
213	Hrly	$ 28.14	$ 29.55	$ 31.02	$ 32.58	$ 34.20	$ 35.91
Community Service Officer 1	BiWkly	$ 2,251	$ 2,364	$ 2,482	$ 2,606	$ 2,736	$ 2,873
Program Technician	Annual	$ 58,530	$61,457	$ 64,530	$67,756	$71,144	$ 74,701
Records Specialist							

216	Hrly	$ 34.92	$ 36.66	$ 38.50	$ 40.42
Digital Evidence Technician	BiWkly	$ 2,793	$ 2,933	$ 3,080	$ 3,234
Property Controller	Annual	$ 72,627	$76,259	$ 80,072	$84,075

217	Hrly	$ 30.34	$ 31.86	$ 33.45	$ 35.13	$ 36.88	$ 38.73
Community Service Officer 2	BiWkly	$ 2,428	$ 2,549	$ 2,676	$ 2,810	$ 2,951	$ 3,098
Outreach Coordinator	Annual	$ 63,115	$66,271	$ 69,584	$73,064	$76,717	$ 80,553

218	Hrly	$ 32.28	$ 33.89	$ 35.59	$ 37.37	$ 39.24	$ 41.20
Police Dispatcher	BiWkly	$ 2,582	$ 2,712	$ 2,847	$ 2,989	$ 3,139	$ 3,296
	Annual	$ 67,143	$70,500	$ 74,025	$77,726	$81,613	$ 85,693

220	Hrly	$ 38.26	$ 40.18	$ 42.19	$ 44.30	$ 46.51	$ 48.84
Police Officer	BiWkly	$ 3,061	$ 3,214	$ 3,375	$ 3,544	$ 3,721	$ 3,907
	Annual	$ 79,590	$83,570	$ 87,748	$92,136	$96,742	$101,579

231	Hrly	$ 31.71	$ 33.30	$ 34.96	$ 36.71	$ 38.55	$ 40.48
Police Detention Officer	BiWkly	$ 2,537	$ 2,664	$ 2,797	$ 2,937	$ 3,084	$ 3,238
	Annual	$ 65,964	$69,263	$ 72,726	$76,362	$80,180	$ 84,189

235	Hrly	$ 45.73	$ 48.02	$ 50.42
Police Detention Sergeant	BiWkly	$ 3,659	$ 3,841	$ 4,034
	Annual	$ 95,123	$99,879	$104,873

*Grades 218, 220, 231, and 235 shall be eligible for DPSST Certifcation Pay

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Springfield Police Association
Salary Schedule

Effective: July 1, 2027

Job Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
213	Hrly	$ 28.98	$ 30.43	$ 31.96	$ 33.55	$ 35.23	$ 36.99
Community Service Officer 1	BiWkly	$ 2,319	$ 2,435	$ 2,556	$ 2,684	$ 2,818	$ 2,959
Program Technician	Annual	$ 60,287	$ 63,301	$ 66,467	$69,790	$73,279	$ 76,943
Records Specialist							
216	Hrly	$ 35.97	$ 37.77	$ 39.65	$ 41.64		
Digital Evidence Technician	BiWkly	$ 2,877	$ 3,021	$ 3,172	$ 3,331		
Property Controller	Annual	$ 74,813	$ 78,553	$ 82,481	$86,605		
217	Hrly	$ 31.25	$ 32.82	$ 34.46	$ 36.18	$ 37.99	$ 39.89
Community Service Officer 2	BiWkly	$ 2,500	$ 2,625	$ 2,757	$ 2,894	$ 3,039	$ 3,191
Outreach Coordinator	Annual	$ 65,009	$ 68,259	$ 71,672	$75,256	$79,018	$ 82,969
218	Hrly	$ 33.25	$ 34.91	$ 36.66	$ 38.49	$ 40.41	$ 42.43
Police Dispatcher	BiWkly	$ 2,660	$ 2,793	$ 2,933	$ 3,079	$ 3,233	$ 3,395
	Annual	$ 69,157	$ 72,615	$ 76,246	$80,058	$84,061	$ 88,264
220	Hrly	$ 39.41	$ 41.38	$ 43.45	$ 45.62	$ 47.90	$ 50.30
Police Officer	BiWkly	$ 3,153	$ 3,310	$ 3,476	$ 3,650	$ 3,832	$ 4,024
	Annual	$ 81,968	$ 86,067	$ 90,370	$94,888	$99,633	$104,615
231	Hrly	$ 32.66	$ 34.29	$ 36.01	$ 37.81	$ 39.70	$ 41.69
Police Detention Officer	BiWkly	$ 2,613	$ 2,744	$ 2,881	$ 3,025	$ 3,176	$ 3,335
	Annual	$ 67,936	$ 71,332	$ 74,899	$78,644	$82,576	$ 86,705
235	Hrly	$ 47.10	$ 49.46	$ 51.93			
Police Detention Sergeant	BiWkly	$ 3,768	$ 3,957	$ 4,154			
	Annual	$ 97,972	$102,871	$108,014			

*Grades 218, 220, 231, and 235 shall be eligible for DPSST Certification Pay
*BiWkly rate based on a 80 hours, rounded
*Annual rate based on 2080 hours, rounded

Docusign Envelope ID: 0F06DB88-5874-8D15-80DF-7B7606D0D0EE

Springfield Police Association
Salary Schedule

Effective: July 1, 2028

Job Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
213	Hrly	$ 29.85	$ 31.34	$ 32.91	$ 34.55	$ 36.28	$ 38.10
Community Service Officer 1	BiWkly	$ 2,388	$ 2,507	$ 2,633	$ 2,764	$ 2,903	$ 3,048
Program Technician	Annual	$ 62,087	$ 65,191	$ 68,451	$71,873	$ 75,467	$ 79,240
Records Specialist							
216	Hrly	$ 37.05	$ 38.90	$ 40.85	$ 42.89		
Digital Evidence Technician	BiWkly	$ 2,964	$ 3,112	$ 3,268	$ 3,431		
Property Controller	Annual	$ 77,062	$ 80,915	$ 84,961	$89,209		
217	Hrly	$ 32.19	$ 33.80	$ 35.49	$ 37.26	$ 39.12	$ 41.08
Community Service Officer 2	BiWkly	$ 2,575	$ 2,704	$ 2,839	$ 2,981	$ 3,130	$ 3,286
Outreach Coordinator	Annual	$ 66,950	$ 70,298	$ 73,812	$77,503	$ 81,378	$ 85,447
218	Hrly	$ 34.25	$ 35.96	$ 37.76	$ 39.65	$ 41.63	$ 43.71
Police Dispatcher	BiWkly	$ 2,740	$ 2,877	$ 3,021	$ 3,172	$ 3,330	$ 3,497
	Annual	$ 71,235	$ 74,797	$ 78,536	$82,463	$ 86,586	$ 90,916
220	Hrly	$ 40.59	$ 42.62	$ 44.75	$ 46.99	$ 49.34	$ 51.81
Police Officer	BiWkly	$ 3,247	$ 3,410	$ 3,580	$ 3,759	$ 3,947	$ 4,145
	Annual	$ 84,432	$ 88,654	$ 93,086	$97,741	$102,628	$107,759
231	Hrly	$ 33.64	$ 35.32	$ 37.09	$ 38.94	$ 40.89	$ 42.93
Police Detention Officer	BiWkly	$ 2,691	$ 2,826	$ 2,967	$ 3,115	$ 3,271	$ 3,435
	Annual	$ 69,971	$ 73,469	$ 77,143	$81,000	$ 85,050	$ 89,302
235	Hrly	$ 48.51	$ 50.94	$ 53.49			
Police Detention Sergeant	BiWkly	$ 3,881	$ 4,075	$ 4,279			
	Annual	$ 100,907	$105,952	$111,250			

*Grades 218, 220, 231, and 235 shall be eligible for DPSST Certification Pay
*BiWkly rate based on a 80 hours, rounded
*Annual rate based on 2080 hours, rounded

Docusign Envelope ID: 0F06DB88-5874-8D15-80DF-7B7606D0D0EE

EXHIBIT C | HRA/VEBA FOR SPA MEMBERS

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SPRINGFIELD
AND
SPRINGFIELD POLCE ASSOCIATION

This agreement is between the City of Springfield and Springfield Police Association (Union).

The City of Springfield (Employer) has adopted the HRA VEBA plans offered and administered by the Voluntary Employees' Beneficiary Association Trust for Public Employees in the Northwest (collectively the "Plans"): the **Standard HRA Plan**, which shall be integrated with the Employer's or another qualified group health plan and to which the Employer shall remit contributions on behalf of eligible employees who are enrolled in or covered by such qualified group health plan and any other contributions that may be permitted by applicable law from time to time; and the **Post-separation HRA Plan** to which the Employer may remit contributions on behalf of eligible employees, including eligible employees who are not enrolled in or covered by the Employer's or another qualified group health plan, and which shall provide benefits only after a participant retires. The employer agrees to contribute to the Plans on behalf of all employees in the Union defined as eligible to participate in the Plans. Each eligible employee must submit a completed and signed Enrollment Form to become an eligible participant and become eligible for benefits under the Plans.

Contributions on behalf of each eligible employee shall be based on the following:

Health Reimbursement Account. Eligibility is limited to employees who retire from service with a monetary balance in a City-sponsored Health Reimbursement Account during the term hereof. After the designated reconciliation period, contributions shall include the balance of monies in the City-sponsored HRA. Contributions are subject to the voting membership on an annual basis per calendar year.

For the 2026 calendar year, Union membership has elected to participate.

The term of this agreement shall be from **July 1, 2026,** until superseded by a successor agreement.

Signatures:

Signed by: Jami Resch C452379A91FC45A...	Signed by: 701450187D914B6...	Signed by: Conner O'Leary 02B0A3C9C8A040F...
Jami Resch Police Chief	Chaim Hertz Director of Human Resource	Conner O'Leary SPA President
9/14/2026	9/10/2026	9/11/2026
Date:	Date:	Date: