

COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF SPRINGFIELD

and

THE SPRINGFIELD POLICE ASSOCIATION

JULY 1, 2023 THROUGH JUNE 30, 2026

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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 and part time 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 1 and 2
- 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, a proposed wage scale shall be assigned thereto, and the City shall forward the new class and proposed wage to the Association for their review. The contract will then be subject to reopening for the purpose of negotiating a wage for that class 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 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 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.

ARTICLE 3 - NON-DISCRIMINATION

3.1 Employee Rights

Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing, for the purpose or representation matters of employment relations. No employee shall be interfered with, limited, restrained, coerced, or discriminated against by the City because of or in the exercise of their rights, 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 officers or their designee(s) for the following:

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

In no case will more than three (3) such Association officials be off at any one time without loss of pay. Prior to taking such time off, employees shall first notify their immediate supervisor for approval to take such time off; in no case will approval be unreasonably withheld.

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 6 - HOURS OF WORK to avoid scheduling hardships due to negotiations. Prior to taking such time off, employees shall first notify their immediate supervisor for approval to take such time off; in no case will approval be unreasonably withheld.

4.3 Association Leave and Release Time

Upon sufficient notification, the Chief of Police may allow Association representatives Association Leave for the purpose of attending as official delegates, union conventions or conferences to the extent that 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 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 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 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, taking 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 60 days of the invoice date. Use of release time is optional by 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. 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 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 10 days after their hire date and will furnish the Association 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 its posting. In no case will defamatory material be posted on the Association bulletin board.

5.5 Right of Access

The City agrees that the Association representatives accredited by the Association shall be accorded reasonable access to bargaining unit members for the purpose of Association business, providing that such access does not interfere with the performance by City employees of 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, the length of time required, and the name of the person to whom the representative desires to speak. The Association shall certify in writing the names of the Association representatives authorized to conduct Association business with employees in the bargaining unit. The City may refuse to recognize any such Association representative until they are certified.

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.

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 - HOURS OF WORK

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 shall consist of consecutive hours within a work week, as set forth below in Section 6.4, within a 24-hour period including rest periods, briefing, and training periods. The individual employee's 24 hour period shall begin at the normal starting time of the employee's individual workday and end 24

hours later. Provided, however, that the shift schedules (including workdays and work weeks) may be modified through the parties' mutual written agreement. Time for hours worked in a workday will be recorded for the day in which the regular shift was scheduled to begin.

6.3 Work Shift

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

6.4 Work Week

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

- a) Administrative units, "Records", School Resource Officers, and employees not otherwise specified:
The work period is seven (7) consecutive days with FLSA overtime due after 40 hours of work. The shift schedule shall be either five (5) consecutive eight (8) hour days of work with two (2) consecutive days off or four (4) consecutive ten (10) hour days of work with three (3) consecutive days off. The FLSA defined work week will be from Sunday at 0000 AM through Saturday at 2359 PM.
- b) Dispatch:
The work period is seven (7) consecutive days with FLSA overtime due after 40 hours of work. The shift schedule and work week shall be as outlined in Exhibit A – Stewart Plan for Dispatchers.
- c) Detectives and Traffic:
The work period is seven (7) consecutive days with FLSA overtime due after 40 hours of work. The shift schedule shall be 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. The FLSA defined work week will be from Sunday at 0000 AM through Saturday 2359 PM.
- d) Detention:
The work period is 28 consecutive days with FLSA overtime after 171 hours of work. The schedule shall be four (4) consecutive twelve (12) hour days of work with three (3) consecutive days off, followed by three (3) consecutive days of work with four (4) consecutive days off. Detention Officers and Detention Sergeants (Non-sworn) working the twelve (12) hour schedule are on a 28-day 7k FLSA cycle, started January 3, 2010
- e) Patrol:
The work period is 24 consecutive days with FLSA 7(k) overtime due after 147 hours of work. The regular work schedule shall include four (4) consecutive twelve and one-quarter (12.25) hour days of work followed by four (4) consecutive days off. Work schedules will include, by default, one (1) regularly scheduled unpaid "K" day off per month. "K" days are considered normally scheduled days off for OT purposes. Management will insert K-days based on scheduling needs. "K" days are considered normally scheduled days off for OT purposes. Management will insert "K" days based on scheduling needs. Officers may not volunteer for patrol overtime on their regularly scheduled shift hours on their "K" day but will have the option

to be regularly scheduled to work their “K” day at straight time, subject to FLSA requirements. Officers will give at least 15 days prior notice to work their “K” day, and the option is irrevocable. Every attempt will be made to schedule K-days in either 98 or 85.75 hours pay period. Police Officers are on a 24-day 7k FLSA cycle. The individual employees’ seven (7) days’ work schedule shall begin at the start of their first workday and end seven (7) days (168 hours) later.

6.5 Shift Bidding

Personnel assigned to shift work shall bid once annually in September for two six (6) month blocks for the following year, based on their classification seniority (for shifts and days off). Shift changes will occur on the first day of the new pay period closest to every February 1st, and on the first day of the new pay period closest to every August 1st. The City will maintain and post two years’ worth of shift change dates at all times. An employee will not be on the same shift more than 18 months unless extended by mutual agreement between the City and the Association.

- a) Patrol shifts with start times of more than four (4) hours are considered different shifts.
- b) Canine officers shall not be subject to the 18 months rule, as long as they are barred from bidding day watch, provided the training and operational needs of the unit are met.
- c) The four most senior police officers are exempt from the 18-month rule.
- d) Traffic Team assignments shall have designated slots to bid as determined by the City.

After shift bidding and Based on the reasonable operating needs of the City, employees may trade shifts (watch assignments) subject to the 18 months rule and Watch Commander approval. Shift trades between qualified employees will not be unreasonably denied. Under no circumstances will the City incur overtime costs for an employee initiated shift trade.

6.6 Shift Bidding – Dispatch

In the event less senior dispatchers are required to move per the 18-month rule and no one volunteers to trade with the employee(s), the most junior dispatcher(s) not affected by the 18-month rule will have to move to allow the 18-month mandated employee(s) access to the other shift(s). If a junior dispatcher is forced to move under these circumstances, that employee will be exempt from being moved at future shift biddings until all other senior dispatchers have been forced to rotate involuntarily as well.

6.7 Shift Bidding – Records

For the purpose of clarification, a “watch” is defined as beginning times prior to 12:00 p.m. Day Watch will be any watch beginning before 12:00 p.m. and Night Watch will be any watch beginning at or after 12:00 p.m. A “shift” is defined as the beginning and end times.

If the opportunity for movement between watches does not exist due to the seniority bidding system, it is the mutual understanding of the Department and the Association that if an individual desires to move to the opposite watch and has been on the current watch for at least 12 months, that person may move to the opposite watch. Meaning the person assigned on the requested watch for the longest period of time must move to the opposite watch. For example: Employee A has been on night watch for 1 year and desires to move to day watch. Employee B has been on day watch for the longest time, so Employee A can bump Employee B off of day watch to secure a shift. Employee B must move to night watch for at least 4 months to suffice the shift bumping rule. Additionally if there are multiple people on the same

watch with the same amount of time working that specific watch, the person with the least amount of seniority will be bumped.

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. This is to follow the current SPA contract under Article 6.9 Posting of Work Schedules.

Employees in the Records Division are allowed to remain on a watch until they elect to move to the opposite watch during shift bidding or are bumped as a result of the 12-month shift bumping rule.

6.8 Transition to a New Shift Schedule

Other than overtime compensation that is required by the FLSA, additional shifts worked as a result of the transition to the new shift schedule will be considered regularly scheduled shifts for the purposes of article 7.2, (Overtime in Excess of Standard Shift). If the employee's selection of days off results in less than a full work period, the employee may elect to utilize accrued leave to bring their paid hours up to a full work period. If the employee does not request to use appropriate accrued leave in this manner, or if the employee's leave balances have been exhausted, the leave shall be unpaid. The employee who will not work a full work period due to the shift bid may elect to work in order not to have to utilize paid leave in order to work a full work period. If an employee will work overtime due to the shift bid, the City may either allow that to occur or order the employee to take time off in order to avoid overtime pay.

6.9 Imbalance in Seniority or Specialization after Bidding

If after shift bidding is complete an imbalance in seniority and/or specialization exists, management may reassign employees with less than ten (10) years of classification seniority, without consideration of seniority, to achieve the desired balance. If after shift bidding, an employee is forced by the City to a shift that they did not bid for, the City will grant administrative leave if necessary to place the employee into the correct cycle. To determine what amount of administrative leave should be granted due to the forced assignment, the city will determine the difference in the paid hours the employee would have worked in the bid shift as compared to the forced shift and grant enough administrative leave to bring their paid hours up to a full work period for the 24 day FLSA cycle for 7k exempt employees or for the bi-weekly pay period for 40 hour employees. The City will not require that the employees' accrued leave be utilized for additional days off that occur due to this forced assignment.

6.10 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 60 days prior to the beginning of that new schedule. Changes in this six month schedule necessitated by unforeseen circumstances may be made and shall be posted ten (10) days prior to the effective day of the change unless such notice cannot be given because of an emergency, which shall be defined as a catastrophic or unexpected event, but not staffing shortages caused by normal illness.

6.11 Rest Periods

A rest period of 15 minutes shall be permitted for all employees for every segment of four (4) hours or major part thereof (two hours and one minute through four hours) worked in one work period, which shall be scheduled by the City in accordance with the operating requirements of each employee's duties and shall be considered on-duty time. This time must be taken in addition to and separately from required meal periods.

6.12 Meal Periods

All employees shall be granted a meal period during each work shift. To the extent consistent with operating requirements of the department, each meal period shall be scheduled in the middle of the work shift, or as near thereto as possible. The meal period for all police officers and dispatchers, except as otherwise specified herein, 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 consideration for further compensation. All non-police personnel shall receive a one-half hour unpaid meal period, except that the Property Controller, Property Clerk, Court Security Officer and the Records Clerk assigned to Animal Control will receive a one (1) hour unpaid meal period. All police officers assigned to positions outside of patrol will receive a one (1) hour unpaid meal period. Employees working more than 14 consecutive hours will receive an additional meal period consistent with BOLI rule.

6.13 Standby Time

Employees who are placed on standby shall be compensated at 25% of their straight time rate for the time they are on standby. Standby time shall not apply to court waiting time. When assigned to standby, the employee will be readily available to report work within a reasonable commute time.

6.14 Flexible Work Hours

Certain non-routine or unique assignments within the department require flexible work hours. Employees who accept such assignments approved by the Chief or their designee, after notification of any special requirements relating to hours and overtime, shall be bound by these special requirements and waive the provisions of 6.7 Shift Bidding-Records and 7.3 Overtime Compensation except that overtime shall be paid for hours worked in excess of 40 hours in a work week.

No employee will be discriminated against as a result of refusing to volunteer for an assignment for which overtime modifications have been made as per this section.

Nothing shall prevent the Chief or their designee from requiring an employee to work such assignment for which there are insufficient volunteers. In such event, employees shall be compensated as per Article 6 and 7.

6.15 Shift Trading and Trading of Days Off

Shift trade and trading of days off between employees will be permitted upon approval by affected supervisors so long as the affected supervisors are notified of the trade in writing, but in no case will such approval be unreasonably denied. The City shall suffer no liability for overtime due to such trades by the employees.

6.16 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.

6.17 Voluntary Overtime 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 16 hours in any 24-hour period. The 24-hour period starts from when the employee last had at least 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. 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 Safety Release Time 16.16 in section will be followed.

6.18 Court

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

ARTICLE 7 – OVERTIME AND COMPENSATORY TIME

7.1 Overtime

Overtime hours 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 clerks will not be required to identify overtime shifts, post overtime shifts, or notify other employees of overtime assignments.

7.2 Shift Overtime Opportunities

a) Non-Patrol and for Patrol up to January 31, 2024:

The City will allow Association members to sign up for assignments to fill shift shortages based upon their classification seniority only if the City anticipates the shift shortage at least five (5) days in advance to the assignment. If the shift shortage is identified less than five (5) days prior to the assignment, the City may post the shift assignment for sign up on a first come first serve basis. If no volunteers accept the opportunity to sign up for the posted shift(s), the City may assign personnel as necessary without consideration of seniority provided that employees may decline the overtime assignment unless all other eligible employees have worked forced overtime more recently. For purposes of this section, "shift shortages" include only shortages to regular shifts, and do not apply to special overtime assignments.

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.

a) Patrol Overtime Effective February 1, 2024:

1) At least five (5) days prior notice:

The City will offer overtime assignments equally (per guidelines) to fill shift shortages based upon their classification seniority. Once each eligible member has had the opportunity to work shift overtime in a pay period, members may once again use their seniority to work shift overtime as described above, and the seniority shall rotate in the same fashion thereafter for the balance of the pay period.

Employees are not allowed remove their name from the overtime sign up once the hours have been assigned to them. Exceptions to this rule 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 16-hours, if available.

2) Less than five (5) days prior notice:

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

3) Mandatory Overtime:

If no volunteers accept the opportunity to sign up for the posted shift(s), the City may assign personnel as necessary without consideration of seniority provided that employees may decline the overtime assignment unless all other eligible employees have worked mandatory overtime more recently. For purposes of this section, "shift shortages" include only shortages to regular shifts and do not apply to special overtime assignments.

7.3 Overtime Compensation

Employees shall be compensated at the rate of one-and-one-half (1 ½) times the respective hourly rate for time worked outside of the employee's scheduled shift. For the purpose of overtime calculations, hours worked includes time taken for holidays, vacation, sick, and compensatory time. Overtime rates will be computed in accordance with contract overtime requirements or FLSA as applicable. Overtime shall be based on the actual number of hours worked. Overtime will be rounded up to the nearest five minutes.

7.4 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 overtime 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 overtime, the employee will not remove their name from the sign up within 5 days of the shift.

7.5 Special Skills or Training Overtime

Work assignments involving special skills, or training overtime for 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.

7.6 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 members' 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 the 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.

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.

7.7 Court Overtime

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 call back 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.

7.8 Compensatory Time

Compensation for authorized overtime and call back overtime shall be paid unless compensatory time is requested by the employee. Such compensatory time shall be earned at time and one-half and may be accrued up to a maximum of 108 hours with the exception that School Resource Officers may accrue up to a maximum of 180 hours. Employees may at the end of the fiscal year request compensatory time left on the books may be paid off at the employee's straight time rate. Compensatory time may be taken upon the request of the employee, if the supervisor agrees, based on the operation needs of the department.

If compensatory time off is approved and not taken for any reason, the excess overtime shall be paid at the overtime rate. The time off must be hours off to which the employee is not entitled and for which the employee would not otherwise receive compensation. For example, the time off must not be vacation or regular time off.

ARTICLE 8 - MILEAGE AND PER DIEM

8.1 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 (examples include pool vehicles or carpooling). Mileage reimbursement is compensated at the IRS rate of the 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 employee's normal home-to-work and work-to-home travel.) Portal-to-portal includes travel at the beginning and end of a single work-day and during a lunch break.

8.2 Per Diem

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

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>).

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 shown.

8.3 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 9 - TIME OFF IN LIEU OF HOLIDAYS

9.1 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.

9.2 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 in lieu of holidays. Employees may accrue a maximum of 120 hours of time under this article. Any time accrued over and above the maximum will be paid in the employee's next paycheck.

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

ARTICLE 10 - SICK LEAVE

10.1 Accrual

Accrued sick leave shall be earned for the purpose stated herein 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 1,200 hours. For the purpose of conversion at retirement or death, the maximum accrual is 1,200 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.

10.2 Utilization

Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of illness or injury. In such event, the employee shall notify the employee's 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 usage 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 the Americans with Disabilities Act. 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 to themselves or others which the City finds necessary to the 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.

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.

10.3 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.

10.4 Sick Leave Conversion at Retirement or Death

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

For Association members covered under PERS Tier One or Two retirement, there shall be no payment of sick leave at death or retirement. In lieu of such payment, unused accumulated sick leave shall be reported to PERS and credit shall be applied as provided by PERS.

b) **OSRP PERS Retirement Plan:**

Accumulated, unused sick leave shall be paid to the employee upon retirement or death at the rate of 50% of the unused balance. 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.

c) **City Retirement Plan:**

Accumulated, unused sick leave shall be paid to the employee upon retirement or death at the rate of 50% of the unused balance. 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.

10.5 Leave Credit Following Re-Employment

An employee who is re-employed by the City following a layoff or an expiration of leave without pay shall have sick leave credits accrued during the previous employment restored.

ARTICLE 11 - OTHER LEAVES OF ABSENCE

11.1 Family and Medical Leave

An employee shall be allowed 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.

11.2 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' will 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 an approved leave provided the employee is complying with HR regulations regarding ADA accommodations. 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 submit 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.

11.3 Extended Personal Leave

The City will consider a written application for an employee seeking time off from work more than four 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 times, 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 employment or entered into a full-time business or occupation may be accepted by the City as a resignation. Such leave may be granted at the sole discretion of the City.

11.4 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 shall attempt 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 off.

11.5 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, as long as the adjustment does not cause the City to incur overtime.

11.6 Absence without Approved Leave

An employee who fails to return from a paid or unpaid leave of absence or 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 to the contrary. Nothing herein precludes the City from granting an extension of an approved leave of absence requested in advance of the expiration by the employee.

11.7 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) 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.

Leave is generally taken within 60 days of the notification of the death. Extensions of the timeline 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 at his discretion, can 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.

11.8 Leave Donation

The employer will provide bargaining unit employees 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 per ORS 243.698.

ARTICLE 12 - EDUCATION AND TRAINING

12.1 Tuition Reimbursement

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

- a) Employees shall be reimbursed at the rate of 50% for those courses and/or approved degree programs passed with a grade of "C" or better. If the course is offered on a pass fail basis only, the City shall reimburse the tuition at 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 initial Bachelor of Arts or Bachelor of Science degree or one initial Master of Arts or Masters 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; provided that 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) The cost per credit hour may not exceed the equivalent in state per unit cost at the University of Oregon.
- c) 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 off 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) Reimbursements shall be upon receipt of verified course completion, which must be submitted within four (4) weeks of course completion.

12.2 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.

12.3 Seminars and Workshops

Employees will attend workshops and seminars intended to upgrade the employee’s skills and professional ability when ordered 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 shall not be subject to grievance by any means.

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 13 - VACATION

13.1 Accrual

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

<u>Years of Service</u>	<u>Bi-Weekly Accrual Rate</u>	<u>Monthly Hours</u>	<u>Annual Hours</u>
0 – 4 (0-59 months)	3.693	8	96
5 – 9 (60-119 months)	4.616	10	120
10 – 14 (120-179 months)	5.539	12	144
15 – 19 (180-239 months)	6.462	14	165
20 – 24 (240-287 months)	7.385	16	192
25+ (288 months & beyond)	8.308	18	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.

Effective the pay period following ratification, sworn officers, corrections or dispatch employees hired as a lateral will be placed on the vacation tier accrual based on the employee's months of public safety service within the same classification consistent with the definition of lateral sworn employee. A lateral sworn employee is: 1) someone who is currently certified through DPSST or who is currently certified in another state and can attend DPSST in a condensed format to become certified, and 2) is in good standing with their current/most recent employer as a sworn employee for a recognized state, district, county, city or municipal entity.

13.2 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 vacation accrual unless rehire occurs within twelve (12) months of termination. An employee who terminates employment with the City of Springfield and is rehired within twelve (12) months of termination shall have prior continuous service count towards years of service for purposes solely of accruing vacation. That time shall not count for vacation selection, shift bidding, or any other seniority based purpose.

13.3 Accrual Limitations

Employees are allowed to accrue a maximum of two 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 December 31st 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. In accordance with this section, the City shall establish and maintain a procedure to notify an employee thirty (30) days in advance of impending loss of accrued vacation time.

13.4 Vacation Selection

Employees shall be permitted to request vacation either on a split or an entire basis. Employees shall have the right to determine the 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.

13.5 Annual Block Leave

Vacation time shall be selected on the basis of seniority, provided, however, that each employee will be permitted to exercise his right of seniority only once annually for one block of time. Thereafter, conflicting requests for the same vacation time shall be resolved on the basis of prior scheduling.

13.6 Special Single Vacation Leaves

Employees will be allowed to request one (1) single vacation day during each six (6) month shift cycle. To qualify:

- Employees must have at least 40 hours of vacation leave available at the time of the request.
- Requests must be made at least fifteen (15) days prior to the requested day off.
- The request would 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.

13.7 Vacation Payout at Termination

In the event of termination of an employee who is otherwise entitled to vacation credits, the employee shall be entitled to payment for earned vacation leave not to exceed their two year maximum accumulation amount. In the event of death, earned but unused vacation shall be paid in the same manner as salary. Probationary employees with less than one year of employment at the City of Springfield shall not be entitled to any payment for vacation credit.

13.8 Time Off for Graduation Ceremonies

Based on the reasonable operating needs of the department, the City will approve time off for the day of the event in order for an employee to attend a high school graduation, college graduation, or military graduation of any/all children and step-children of the employee. Employees will use their accrued paid time off for such events. The need to hire overtime because staffing will be below minimums shall not be considered a reasonable operating need. This provision expires on July 31, 2024.

ARTICLE 14 - PERSONNEL RECORDS

14.1 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.

14.2 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.”

14.3 Staleness of Personnel Records

Written reprimand/warnings shall be deemed to be stale in an employee’s personnel records after two (2) years so long as no other 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. In addition, employees shall 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.

14.4 Performance Evaluations

The City shall strive 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.

ARTICLE 15 - DISCIPLINE AND DISCHARGE

15.1 Just Cause

No regular employee may be disciplined or discharged except for just cause as defined in Section 15.4 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 includes 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.

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 matter informally with employees.

15.2 Probationary Employees

A probationary employee, as defined in 18.4 New Employees, may be disciplined or discharged without recourse to the grievance procedure.

15.3 Due Process

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

a) **Notice of Investigation:**

Prior to an administrative investigatory interview, the City will provide the employee and Association with at least 24-hours' notice of an investigatory interview and will describe 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 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 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 (a), investigatory interviews for employee that may be subject to investigation will provide 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 persons 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.
- (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 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 on their behalf. The employee or Association may also provide a written statement in lieu of the scheduled meeting so long as the statement is provided to the City prior to the scheduled meeting. The written notice of 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 particular circumstances, the investigatory materials may be limited to and conditional to release 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 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 a 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 shall 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. In the event an internal investigation is not concluded within thirty (30) calendar days from the date of initial notice of investigation under 15.3(a), the City will provide t/he employee and Association an explanation of the reason for the delay and the expected duration and completion, not to exceed twelve (12) months in total. Timelines do not apply to those factors articulated in 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.

15.4 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:

- a) The employee shall have warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
- b) If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, with variations allowed based on the actual situations of the alleged misconduct.
- c) The City must conduct a reasonable investigation.
- d) It must be determined that the employee is guilty of the alleged misconduct or act.
- e) 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.
- f) The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

15.5 Notice to Employee of Release of Disciplinary, Investigation, or Personnel File Materials

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 and subject to public records law.

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 16 - SETTLEMENT OF DISPUTES

16.1 Procedure

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

Step 1 If, after first attempting to resolve the dispute informally with the employee's immediate supervisor, the grievance remains unresolved, the affected employee(s) and/or Association shall present the grievance in writing to the affected employee's immediate supervisor within fourteen (14) calendar days immediately following the date the employee had or should have had knowledge of the grievance, whichever date is earlier. At this and each subsequent step of the grievance procedure, the written grievance submitted by the Association or employee(s) shall include:

- a) a statement of the grievance and the factual allegations upon which it is based;
- b) the sections(s) of this contract alleged to have been violated;
- c) the remedy sought; and

d) the name and signature of the individual(s) submitting the grievance.

Step 2 Within ten (10) calendar days of receipt of the grievance the police "Management Team" will schedule a meeting to give the grievant and/or association an opportunity to discuss the dispute. The "Management Team" shall render a written decision within ten (10) days following the herein-referenced meeting. The employee's "Management Team" shall consist of those supervisors that make up their supervisory chain Sergeant, Lieutenant and Chief. A representative from Human Resources may be present at any hearing during the process.

Step 3 If the grievance is not resolved at Step 2 and if the Association wishes to pursue the grievance further, it shall be presented by the Association to the City Manager in writing within ten (10) calendar days of receipt of the "Management Team's" answer. The City Manager shall render a written decision within ten (10) calendar days of receipt of the grievance.

Step 4 If the grievance is not resolved at Step 3 above and if the Association wishes to pursue the grievance further, the Association shall submit the grievance to arbitration by written notice to the City Manager within ten (10) calendar days following the date the City Manager's response at Step 3 is due or received, whichever is earlier.

16.2 Arbitrator Selection

a) For Disciplinary Grievances Involving Law Enforcement Officers:

Within ten (10) calendar days of their notice to proceed to arbitration, the Association agrees to request an arbitrator consistent with ORS 243.808 in accordance with 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.

Unless the parties mutually agree upon an arbitrator, the Association shall, within ten (10) calendar days of their 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 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 and the remaining name shall be the arbitrator.

16.3 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 30 days following the close of the hearing. The arbitrator's decision shall be final and binding on the affected employee(s), the Union, 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 Article 11.5 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.

16.4 Time Limits

The parties to this Agreement shall be bound by the time limits contained in this Article, 16.1 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:

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

16.5 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.

16.6 Meetings

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

ARTICLE 17 - GENERAL PROVISIONS

17.1 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 which 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.

17.2 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 seven (7) day notice would not be feasible. Notice by email or intranet is sufficient.

17.3 Class Specifications

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

17.4 Safety

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

17.5 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 \$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).

17.6 Outside Employment

Outside employment shall be permitted in accordance with Employer policy.

17.7 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 serve basis.

17.8 Amendments

This agreement may be amended 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 that requires bargaining under PECBA, the City will provide notice consistent with ORS 243.698.

ARTICLE 18 - SENIORITY

18.1 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:

- a) Quits
- b) Is discharged for just cause.
- c) Is laid off and fails to respond to written notice as provided in 18.3 Notice of Recall from Layoff Status.
- d) Is laid off work for a period of time greater than 25 months.
- e) Fails to report for three consecutive workdays.
- f) While on a leave of absence, accepts employment without permission.
- g) Is retired.
- h) Separation of employment due to non-worker's compensation medical inability to return to work or not meeting qualifications of the position.

Seniority shall apply 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 their return to the bargaining unit, be credited with the amount of seniority they accumulated while formerly a member of the bargaining unit or with three years of seniority, whichever is less. Notwithstanding the above provision, 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 do so without loss of seniority.

18.2 Layoff and Recall

In the event of a layoff by classification or recall, seniority shall govern, provided that 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.

18.3 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 mail notifying that employee of his recall from a layoff status or the employee will forfeit all seniority.

18.4 Probation Period

a) **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 be longer than twenty-four (24) months from the date of employment due to time spent at the academy, unless otherwise necessary for use of protected leave.

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 months beyond the employee's date of graduation from the Academy, whichever is longer. In no case shall the probationary period be longer than eighteen (18) months from the date of employment due to time spent at the academy.

d) **Lateral New Hire:**

A lateral employee as defined in section 13.1 and who has completed at least three years of continuous experience and who is Oregon DPSST certified, or, for an out of state law enforcement entity, that is, as determined by the City, certified or qualified for the lateral position. The probationary period for a lateral new hire officer is 12 months.

e) **Promotion:**

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

f) Return to Previous Position:

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

g) Extension of Probation Period:

In the event a probationary employee is on leave from their job for more than thirty (30) calendar days (i.e. FMLA, military leave, worker's compensation, etc.), their probationary period will be extended for a period of time equal to the leave of absence in order to enable the employee to complete the full probationary period. Use of vacation, compensatory time, sick leave, or holiday leave will not be considered part of a leave of absence under this provision.

h) Probationary Status and Termination of Employment:

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

18.5 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.

18.6 Transfer

Employees temporarily assigned out of the bargaining unit will retain all rights provided under the agreement. The parties agree the City retains the right of assignment but will solicit volunteers first.

ARTICLE 19 – COMPENSATION

19.1 Salary Schedule

a) Effective and retroactive to July 2, 2023:

Step 1 of the salary schedule for each classification will be increased by 5.0%. Steps are 5% a part.

- I. For the purposes of retroactive pay, employees employed on the execution date of this agreement will receive retroactive pay as a one-time payment in a separate check.
- II. The payment will be based on a 5% wage increase of an employee's gross pay earnings (base pay, overtime, longevity and incentives) from the beginning of the pay period July 2, 2023 to the payroll period following the execution date by both parties.
- III. Any new incentives or add-to-pays to this agreement are not included in this payment.
- IV. The City will make best efforts to make retroactive payment within 60 days of execution of this agreement.

- b) Effective January 1, 2024:
A new top step will be added to the salary schedule. Steps are 5% apart.
- c) Effective July 1, 2024:
Step 1 of the salary schedule for each classification will be increased by 4.0%. Steps are 5% apart.
- d) Effective July 1, 2025:
Step 1 of the salary schedule for each classification will be increased by 3.0%. Steps are 5% apart.

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

19.2 Pay Practices

In most instances, employees shall be paid as per past practice. The City may modify its payroll and accounting practices to compensate overtime on the next available payday following the work period in which the overtime is actually worked. When there is insufficient processing time between the time the overtime is worked and the end of the pay period, the compensation will occur in the following pay period.

19.3 Step Increases

Each employee shall be paid at one of the steps in the range prescribed for their classification. Normally an employee will be appointed at the first step of the range prescribed for their classification. However, the initial step placement for any lateral hire will be made by the Chief of Police based on the lateral hire's prior training and experience.

19.4 Pay Period

- a) Bi-Weekly Pay Period:
All members of the Association shall have time recorded and be paid on a 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.

Whenever the employee is regularly scheduled to work 61.25 hours in a single bi-weekly pay period, the employee may elect to receive compensation using accrued leave banks (excluded sick) for up to 12.25 hours. If the employee does not have a sufficient balance of holiday or compensatory leave hours to use in this way, or if the employee does not elect to apply them, the employee will only be paid for actual hours worked in that pay period.

19.5 Out of Class Work

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 at the rate of that position, rank or classification while so acting. The rate of pay for the purpose of this article shall be the rate of pay the

employee would receive had they been promoted to that position, rank or classification from their normal position but in no case shall the employee receive less than five percent (5%) increase above their normal salary. In order to receive out of class compensation, the employee must work in the higher class for a minimum of one full shift. Detention Officers working out of class for more than one-half hour shall receive out of class compensation.

ARTICLE 20 – CERTIFICATION AND INCENTIVE PAY

20.1 Incentive Pay

Police Officers, Detention Officers, Detention Supervisors, and Dispatchers shall be eligible for incentive pay under the following conditions:

- a) DPPST Intermediate Certificate:
Eligible employees will receive an incentive of 5% of their base hourly rate for all hours paid per pay period.
- b) DPPST Advanced Certificate:
Eligible employees will receive an incentive of 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.

20.2 Longevity Incentive

- a) Ten (10) Years:
Effective the first pay period follow July 1, 2021, employees will receive an incentive of 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 begin following the tenth (10th) year and the ten (10) years of service do not have to be continuous.
- b) Fifteen (15) Years:
Effective July 1, 2024, employees will receive an incentive of 3% of their base hourly rate for all hours paid per pay period. Upon completion of fifteen (15) years (180 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 begin following the fifteenth (15th) year and the fifteen (15) years of service do not have to be continuous.
- c) Twenty (20) Years:
Effective July 1, 2025, employees will receive an incentive of 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 begin 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.

20.3 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 5% of their base hourly rate for all hours worked as an FTO.

20.4 Motorcycle Patrol Assignment

Officers assigned to Motorcycle patrol will receive an incentive of 2.5% of the base hourly rate of Step 3 of their classification for all hours paid in the assignment.

20.5 Canine (K-9) Officer Assignment

Officers assigned to the Canine Assignment will receive an incentive of 2.5% of their base hourly rate of step 3 for all hours paid per pay period in the assignment.

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 30 minutes per day is required for ordinary care and feeding of the canine. For a regularly scheduled work day, K-9 Officers will either be relieved from duty for 30 minutes early for care of the canine, or paid 30 minutes of overtime for care of the canine. For non-regularly scheduled work days, K9 officers will receive 30 minutes of overtime for care of the canine. For unforeseen circumstances when an employee exceeds 30 minutes for care of the canine, the employee should report their time (*for example: taking the canine to the vet for an emergency*). The parties agree that commuting to work with the dog does not constitute “hours of work” solely because the dog is in the vehicle. 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. The overtime may be taken as pay or compensatory time. The provision of ordinary care is in addition to canine incentive pay.

20.6 Detective Assignment

Officers assigned to Detective or other plain clothes assignment of at least 30 days duration will receive an incentive of 3% of the base hourly rate of Step 3 of their classification for all hours paid in the assignment. This incentive is inclusive of consideration that the assignment requires court or other business attire.

20.7 Scheduling Incentive

In lieu of shift differential pay, the classifications of:

- a) Police Dispatcher, Community Service Officer 1 and 2, Police Records & Communications Specialist, Police Officer positions not assigned to K-9, detectives and motorcycles, Detention Officer, Police Community Outreach Coordinator, Community Information Officer, and Police Program Technician will receive an incentive of 2% of the base hourly rate of Step 3 of their classification for all hours paid in the assignment.
- b) Property Controller, Digital Evidence Technician, Detention Sergeant (non-sworn) will receive an incentive of 2% of the base hourly rate of Step 2 of their classification for all hours paid in the assignment.

This provision does not apply to canine, motorcycle, detective or other assignments not named.

20.8 Second Language Incentive

Employees who are qualified and able to speak Spanish at an intermediate equivalency level, and who are available to provide assistance in on-duty situations where a Spanish language barrier arises, will

receive an incentive of 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 is determined to exist by the City, this language differential may be extended to apply to that language with similarly established eligibility criteria.

20.9 Education Incentive Pay

An employee who possesses a Bachelor of Arts or Bachelor of Science degree from an accredited college or university will receive an incentive of 5% of their base hourly rate for all hours paid per pay period and if otherwise qualified as determined annually by the Police Chief and as reflected on the performance evaluation preceding the date on which the employee is otherwise qualified. As used in this section, the phrase “if otherwise qualified” means that the employee has received a satisfactory rating on the employee’s last performance evaluation.

20.10 Wellness Incentive

a) ORPAT:

Effective after the next ORPAT test, employees will receive an incentive of 1% of their base hourly rate for all hours paid for passing the ORPAT with a score of 5 minutes 30 seconds or less annually. Employees who are unable to participate in a retest due to a medical reason will be allowed to waive one retest 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.

Springfield Police Department will offer ORPAT testing at least semi-annually.

b) Mental Health:

The parties acknowledge that periodically meeting with a mental health provider is beneficial for overall health and wellness. Effective July 1, 2024, employees who visit a licensed mental health provider for an annual visit between July 1 to June 30th 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 21 - WORKERS’ COMPENSATION & TIME LOSS

21.1 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. Worker’s

compensation benefits, including time loss, will be administered in accordance with Oregon Workers' Compensation Law and Administrative Rules. Supplemental workers' compensation pay, which is in addition to Worker's Compensation time loss, is governed by this Article.

21.2 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 and receive their regular paycheck and benefits for the period they are receiving time loss payments up to three-hundred-and sixty-five (365) calendar days from the date of injury 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.

However, any time loss payments will be deducted from the employee's paycheck and adjusted in the next available payroll cycle or subsequent paychecks if the employee's paycheck is insufficient to permit recovery of the time-loss payment amount.

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 Worker's Compensation benefits waiting period.

21.3 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:

Shift	Default		
	10%	20%	30%
12 hour	1.25 hours	2.5 hours	3.75 hours
10 hour	1 hour	2 hours	3 hours
8 hour	1 hour	1.75 hours	2.5 hours

21.4 Employment Status and Benefits during Leave:

During the period of disability and as long as 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 article 11.2 Extended Medical Leave.

21.5 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.

21.6 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.

ARTICLE 22 – RETIREMENT

22.1 Oregon Public Employees Retirement System

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.

22.2 City Retirement Plan

The City will amend the Retirement Plan to conform with the benefit levels and other terms summarized in the attached table (Exhibit C) and described more fully in the attached Memorandum of Agreement (Exhibit D).

Except for the changes described in the attached Memorandum of Agreement (Exhibit D), the City will continue to participate in its present retirement program (the City of Springfield, Oregon Retirement Plan) and ensure that such program is determined by the State of Oregon to be equal to or better than the Oregon Public Employees Retirement System (PERS) as it applies to police officers. Further, the present disability provisions of the Springfield retirement and long term disability (LTD) insurance programs shall be equal to or better than PERS provisions. The City will pay the employee's account balance within one year after termination, retirement or death unless the employee or (after death) beneficiary, if allowed, elects to defer distribution as provided in the Retirement Plan as amended as described in the attached Memorandum of Agreement (Exhibit D).

It is the mutual intent of the City and the Association to maintain benefit levels set forth in the City Retirement Plan, as reflected in the Collective Bargaining Agreement effective July 1, 2006 through June

30, 2008, absent unforeseen and compelling reasons to change those benefit levels, consistent with applicable law regarding the enforceability of retirement plans.

The City may select the carrier for the Retirement Plan as long as it does not change the plan structure.

- City will ensure that its Retirement Plan is determined by the State of Oregon to be equal to or better than PERS as it applies to police officers through adjustments to the City credit to the plan and/or the credited interest rate.
- Present disability provisions and LTD disability insurance programs shall be equal to or better than PERS provisions.
- The City will pay the employee's account balance within one year after termination, retirement, or death unless employee, if allowed, elects to defer.
- City will credit accounts of active employees calculated to show a decrease in Present Value of Future Benefits (PVB) to bring them to neutral change in PVB. Calculations will be based on valuation of employee accounts based on agreement reached.

ARTICLE 23 - INSURANCE

23.1 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.

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

Each month an employee is enrolled in the Health Incentive plan (HIP) the City will contribute \$100 for single coverage or \$200 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.

Part-time employees regularly scheduled to work twenty (20) or more hours per week are entitled to medical insurance with the premium cost pro-rated on the ratio of hours worked to full-time hours. The employee will be responsible for the difference in premium cost between the full premium and the pro-rated amount paid by the City. At a minimum, eligible part-time employees enrolled in one of the offered health insurance plans will receive a premium contribution, paid by the City that will be no less than 100% of the City paid portion of premium for full-time employee-only medical coverage and 50% to 75% of the City paid portion of premium for full-time eligible dependent coverage.

23.2 Long Term Disability Insurance

The City will provide employees covered under this agreement a long-term disability benefit which insures 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

23.3 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.

23.4 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.

23.5 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.

23.6 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 24 - LEGAL FEES

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

B. 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.

1. 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.

2. 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.
3. 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 25 - STRIKES AND LOCKOUTS

25.1 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 slow-down, or other interruption of City services. 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 effected 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.

25.2 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 26- 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 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 90 day bargaining period consistent with ORS 243.698.

ARTICLE 27 - TERM

This agreement shall be effective upon ratification and shall remain in full force and effect through June 30, 2026, 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, 2025. The only retroactive provision of this agreement is Article 19.1 Salary Schedule.

ARTICLE 28 - EXECUTION OF AGREEMENT

Executed this 28th day of September, 2023.

For the City:

Nancy Newton

Nancy Newton (Oct 3, 2023 09:32 PDT)

City Manager

Andrew Shearer

Andrew Shearer (Sep 28, 2023 16:38 PDT)

Police Chief

Chaim Hertz

Chaim Hertz (Sep 28, 2023 15:57 PDT)

Human Resources Director

For the Association:

Robert Conrad

Robert Conrad (Sep 29, 2023 11:20 PDT)

President

Ross Williams

Ross Williams (Sep 28, 2023 17:48 PDT)

Secretary

Julie K

Attorney for Association

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 work weeks followed by three (3) weeks of 45 hour work weeks as follows: Five (5) consecutive workdays consisting of nine (9) hours each, followed by three (3) consecutive days off. The work week begins on Saturday at 2230 hours and ends the following Saturday at 2229 hours. All Police Dispatchers are on the same work week 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 work week, 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 Article 6.8 and hours worked in excess of 40 hours in a work week 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 Article 6.15 (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 7.3 (Overtime).
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.

EXHIBIT B – SALARY SCHEDULE

Employees are paid hourly. Monthly and Annual values are for reference purposes only.

Springfield Police Association (SPA)

Pay Scale - Effective 7/1/23

Represents 5.0% increase over 1/1/2023

<u>Job Title</u>	<u>Grade</u>		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Community Service Officer 1 Records Specialist Program Technician	213	Hourly	\$ 25.50	\$ 26.78	\$ 28.12	\$ 29.52	\$ 31.00
		Monthly	\$ 4,420	\$ 4,641	\$ 4,873	\$ 5,117	\$ 5,372
		Annually	\$ 53,049	\$ 55,702	\$ 58,487	\$ 61,411	\$ 64,482
Property Controller Digital Evidence Technician	216	Hourly	\$ 31.64	\$ 33.22	\$ 34.88		
		Monthly	\$ 5,483	\$ 5,757	\$ 6,045		
		Annually	\$ 65,804	\$ 69,094	\$ 72,549		
Community Service Officer 2 Community Info Coordinator Outreach Coordinator	217	Hourly	\$ 27.50	\$ 28.87	\$ 30.32	\$ 31.83	\$ 33.43
		Monthly	\$ 4,766	\$ 5,004	\$ 5,254	\$ 5,517	\$ 5,793
		Annually	\$ 57,199	\$ 60,059	\$ 63,062	\$ 66,215	\$ 69,526
Police Dispatcher	218	Hourly	\$ 29.26	\$ 30.73	\$ 32.26	\$ 33.88	\$ 35.57
		Monthly	\$ 5,071	\$ 5,325	\$ 5,591	\$ 5,871	\$ 6,164
		Annually	\$ 60,868	\$ 63,911	\$ 67,107	\$ 70,462	\$ 73,986
Police Officer	220	Hourly	\$ 34.68	\$ 36.42	\$ 38.24	\$ 40.15	\$ 42.16
		Monthly	\$ 6,010	\$ 6,311	\$ 6,626	\$ 6,958	\$ 7,306
		Annually	\$ 72,138	\$ 75,744	\$ 79,532	\$ 83,508	\$ 87,684
Detention Officer	231	Hourly	\$ 28.74	\$ 30.18	\$ 31.68	\$ 33.27	\$ 34.93
		Monthly	\$ 4,980	\$ 5,229	\$ 5,491	\$ 5,765	\$ 6,054
		Annually	\$ 59,776	\$ 62,765	\$ 65,903	\$ 69,198	\$ 72,658
Detention Sergeant	235	Hourly	\$ 41.45	\$ 43.53			
		Monthly	\$ 7,184	\$ 7,543			
		Annually	\$ 86,224	\$ 90,536			

*Grades: 218, 220, 231 and 235 shall be eligible for DPSST Certification Pay
 *40 hour annual rate based on 2080 hours, rounded

Springfield Police Association (SPA)

Pay Scale - Effective 1/1/24

Represents a new top step

<u>Job Title</u>	<u>Grade</u>		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Community Service Officer 1	213	Hourly	\$ 25.50	\$ 26.78	\$ 28.12	\$ 29.52	\$ 31.00	\$ 32.55
		Monthly	\$ 4,420	\$ 4,641	\$ 4,873	\$ 5,117	\$ 5,372	\$ 5,641
		Annually	\$ 53,049	\$ 55,702	\$ 58,487	\$ 61,411	\$ 64,482	\$ 67,706
Records Specialist								
Program Technician								
Property Controller	216	Hourly	\$ 31.64	\$ 33.22	\$ 34.88	\$ 36.62		
Digital Evidence Technician		Monthly	\$ 5,483	\$ 5,757	\$ 6,045	\$ 6,347		
		Annually	\$ 65,804	\$ 69,094	\$ 72,549	\$ 76,176		
Community Service Officer 2	217	Hourly	\$ 27.50	\$ 28.87	\$ 30.32	\$ 31.83	\$ 33.43	\$ 35.10
Community Info Coordinator		Monthly	\$ 4,766	\$ 5,004	\$ 5,254	\$ 5,517	\$ 5,793	\$ 6,082
Outreach Coordinator		Annually	\$ 57,199	\$ 60,059	\$ 63,062	\$ 66,215	\$ 69,526	\$ 73,002
Police Dispatcher	218	Hourly	\$ 29.26	\$ 30.73	\$ 32.26	\$ 33.88	\$ 35.57	\$ 37.35
		Monthly	\$ 5,071	\$ 5,325	\$ 5,591	\$ 5,871	\$ 6,164	\$ 6,472
		Annually	\$ 60,868	\$ 63,911	\$ 67,107	\$ 70,462	\$ 73,986	\$ 77,685
Police Officer	220	Hourly	\$ 34.68	\$ 36.42	\$ 38.24	\$ 40.15	\$ 42.16	\$ 44.26
		Monthly	\$ 6,010	\$ 6,311	\$ 6,626	\$ 6,958	\$ 7,306	\$ 7,671
		Annually	\$ 72,138	\$ 75,744	\$ 79,532	\$ 83,508	\$ 87,684	\$ 92,068
Detention Officer	231	Hourly	\$ 28.74	\$ 30.18	\$ 31.68	\$ 33.27	\$ 34.93	\$ 36.68
		Monthly	\$ 4,980	\$ 5,229	\$ 5,491	\$ 5,765	\$ 6,054	\$ 6,356
		Annually	\$ 59,776	\$ 62,765	\$ 65,903	\$ 69,198	\$ 72,658	\$ 76,291
Detention Sergeant	235	Hourly	\$ 41.45	\$ 43.53	\$ 45.70			
		Monthly	\$ 7,184	\$ 7,543	\$ 7,920			
		Annually	\$ 86,224	\$ 90,536	\$ 95,062			

*Grades: 218, 220, 231 and 235 shall be eligible for DPSST Certification Pay
 *40 hour annual rate based on 2080 hours, rounded

Springfield Police Association (SPA)

Pay Scale - Effective 7/1/24

Represents 4.0% increase over 1/1/2024

<u>Job Title</u>	<u>Grade</u>		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
CSO 1 Records Specialist Program Technician	213	Hourly	\$ 26.52	\$ 27.85	\$ 29.24	\$ 30.70	\$ 32.24	\$ 33.85
		Monthly	\$ 4,596	\$ 4,826	\$ 5,067	\$ 5,320	\$ 5,586	\$ 5,866
		Annually	\$ 55,162	\$ 57,920	\$ 60,816	\$ 63,856	\$ 67,049	\$ 70,402
Property Controller Digital Evidence Technician	216	Hourly	\$ 32.91	\$ 34.55	\$ 36.28	\$ 38.09		
		Monthly	\$ 5,703	\$ 5,988	\$ 6,287	\$ 6,601		
		Annually	\$ 68,444	\$ 71,866	\$ 75,459	\$ 79,232		
CSO2 Outreach Coordinator	217	Hourly	\$ 28.60	\$ 30.03	\$ 31.53	\$ 33.11	\$ 34.76	\$ 36.50
		Monthly	\$ 4,956	\$ 5,204	\$ 5,464	\$ 5,738	\$ 6,025	\$ 6,326
		Annually	\$ 59,488	\$ 62,462	\$ 65,586	\$ 68,865	\$ 72,308	\$ 75,923
Police Dispatcher	218	Hourly	\$ 30.43	\$ 31.95	\$ 33.55	\$ 35.23	\$ 36.99	\$ 38.84
		Monthly	\$ 5,274	\$ 5,537	\$ 5,814	\$ 6,105	\$ 6,410	\$ 6,731
		Annually	\$ 63,295	\$ 66,460	\$ 69,783	\$ 73,272	\$ 76,936	\$ 80,783
Police Officer	220	Hourly	\$ 36.07	\$ 37.87	\$ 39.76	\$ 41.75	\$ 43.84	\$ 46.03
		Monthly	\$ 6,250	\$ 6,563	\$ 6,891	\$ 7,236	\$ 7,597	\$ 7,977
		Annually	\$ 75,020	\$ 78,771	\$ 82,709	\$ 86,845	\$ 91,187	\$ 95,746
Detention Officer	231	Hourly	\$ 29.89	\$ 31.38	\$ 32.95	\$ 34.60	\$ 36.33	\$ 38.15
		Monthly	\$ 5,180	\$ 5,439	\$ 5,711	\$ 5,996	\$ 6,296	\$ 6,611
		Annually	\$ 62,170	\$ 65,279	\$ 68,543	\$ 71,970	\$ 75,568	\$ 79,347
Detention Sergeant	235	Hourly	\$ 43.11	\$ 45.26	\$ 47.53			
		Monthly	\$ 7,471	\$ 7,844	\$ 8,236			
		Annually	\$ 89,665	\$ 94,148	\$ 98,855			

*Grades: 218, 220, 231 and 235 shall be eligible for DPSST Certification Pay
 *40 hour annual rate based on 2080 hours, rounded

Springfield Police Association (SPA)

Pay Scale - Effective 7/1/25

Represents 3.0% increase over 7/1/2024

<u>Job Title</u>	<u>Grade</u>		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Community Service Officer 1	213	Hourly	\$ 27.32	\$ 28.68	\$ 30.12	\$ 31.62	\$ 33.20	\$ 34.86
		Monthly	\$ 4,734	\$ 4,970	\$ 5,219	\$ 5,480	\$ 5,754	\$ 6,042
		Annually	\$ 56,816	\$ 59,657	\$ 62,640	\$ 65,772	\$ 69,061	\$ 72,514
Property Controller	216	Hourly	\$ 33.90	\$ 35.59	\$ 37.37	\$ 39.24		
Digital Evidence Technician		Monthly	\$ 5,874	\$ 6,168	\$ 6,477	\$ 6,800		
		Annually	\$ 70,506	\$ 74,032	\$ 77,733	\$ 81,620		
Community Service Officer 2	217	Hourly	\$ 29.46	\$ 30.93	\$ 32.48	\$ 34.10	\$ 35.81	\$ 37.60
Community Info Coordinator		Monthly	\$ 5,105	\$ 5,360	\$ 5,628	\$ 5,910	\$ 6,205	\$ 6,516
Outreach Coordinator		Annually	\$ 61,273	\$ 64,336	\$ 67,553	\$ 70,931	\$ 74,477	\$ 78,201
Police Dispatcher	218	Hourly	\$ 31.34	\$ 32.91	\$ 34.56	\$ 36.28	\$ 38.10	\$ 40.00
		Monthly	\$ 5,432	\$ 5,703	\$ 5,988	\$ 6,288	\$ 6,602	\$ 6,932
		Annually	\$ 65,193	\$ 68,453	\$ 71,876	\$ 75,469	\$ 79,243	\$ 83,205
Police Officer	220	Hourly	\$ 37.15	\$ 39.01	\$ 40.96	\$ 43.01	\$ 45.16	\$ 47.42
		Monthly	\$ 6,438	\$ 6,760	\$ 7,098	\$ 7,453	\$ 7,826	\$ 8,217
		Annually	\$ 77,276	\$ 81,140	\$ 85,197	\$ 89,457	\$ 93,930	\$ 98,626
Detention Officer	231	Hourly	\$ 30.79	\$ 32.33	\$ 33.94	\$ 35.64	\$ 37.42	\$ 39.29
		Monthly	\$ 5,335	\$ 5,602	\$ 5,882	\$ 6,176	\$ 6,485	\$ 6,809
		Annually	\$ 64,036	\$ 67,238	\$ 70,600	\$ 74,130	\$ 77,837	\$ 81,728
Detention Sergeant	235	Hourly	\$ 44.40	\$ 46.62	\$ 48.95			
		Monthly	\$ 7,695	\$ 8,080	\$ 8,484			
		Annually	\$ 92,359	\$ 96,977	\$ 101,826			

*Grades: 218, 220, 231 and 235 shall be eligible for DPSST Certification Pay
 *40 hour annual rate based on 2080 hours, rounded

EXHIBIT C – CITY OF SPRINGFIELD RETIREMENT PROPOSAL SUMMARY

Plan Element	Currently	City Proposal Effective 7-1-06
City-funded Contribution To Employer Contribution Account	2.3% sworn 10% dispatchers & property controllers 7% other	12.8% sworn retroactive to 8/1/05, 10% dispatchers & property controllers 7% other
City-funded Contribution To Pick-up Account • Traditional 6% employee contribution, funded by the City • Additional employer contribution	6.0% 1.0%	6.0% 0% retroactive to 8/1/05 Pick-up Accounts will be renamed Employer Additional Contribution Accounts
Voluntary Contributions	Yes	No
Assets Must be Removed from Plan	April 1 following the year of age 70 ½	Termination before age 50— remove by one year after termination Termination on or after age 50— remove by five years after termination, 6% interest years 2 and 3, 4% interest years 4 and 5
Interest	9%	9% up to 1 year after termination, 6% for years 2 and 3 after termination at age 50+, 4% for years 4 and 5 after termination at age 50+

EXHIBIT D – REGARDING CITY RETIREMENT PLAN AND ARTICLE 22

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF SPRINGFIELD
AND
SPRINGFIELD POLICE ASSOCIATION**

This Memorandum of 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,” for the term beginning July 1, 2006, through June 30, 2008. The City and the Association agree that the City will amend the City of Springfield, Oregon Retirement Plan to make the changes described in paragraphs 1 through 6 below. As used in this Memorandum of Agreement, “member of the Association” means a person included in the collective bargaining unit represented by the Association. To the extent other terms used in paragraphs 1 through 6 below are defined terms under the Retirement Plan, those definitions shall apply to this Memorandum of Agreement.

1. City-Funded Credits. The City will amend the Retirement Plan to make the following changes to City-funded credits to Participants’ Accounts:
 - a. Employer Contribution Accounts. 12.8% of Monthly Earnings (instead of the present additional percentage required to satisfy the “equal to or better than” test) will be credited to each Public Safety Employee’s Employer Contribution Account. (Credits to the Employer Contribution Accounts as a percentage of Monthly Earnings for Participants who are not Public Safety Employees will continue as now provided in the Retirement Plan, which is 10% of Monthly Earnings for a full-time Employee who is a Police Dispatcher or Property Controller and 7% of Monthly Earnings for a full-time Employee who is not a Public Safety Employee, Police Dispatcher, or Property Controller.)
 - b. Pick-up Accounts. Pick-up Accounts will be renamed as “Employer Additional Contribution Accounts,” to clarify that they are not “pick-up contributions” as defined under Internal Revenue Code Section 414(h)(2). The City will credit 6% of Monthly Earnings to each Participant’s Employer Additional Contribution Account, in place of the 7% currently credited to Pick-up Accounts.
 - c. Compensating Credits. As provided in paragraph 5 below, additional amounts will be credited to the Employer Additional Contribution Accounts of certain Participants to offset the changes described in this paragraph 1 and in paragraphs 2 through 4 below.

The changes described in this paragraph 1 apply only to a Participant who is an employee of the City and a member of the Association on or after July 1, 2006, and, for such a Participant, apply to compensation paid for payroll periods beginning on or after August 1, 2005.

2. No More Voluntary Contributions. The City will amend the Retirement Plan to make the following change to voluntary contributions:

Participants may make no voluntary contributions to the Retirement Plan after the later of (i) June 30, 2006, and (ii) the payday for the first payroll period that begins after the effectuation of the Retirement Plan changes described in Article 20, as clarified through this Memorandum of Agreement, pursuant to an agreement of the parties. For this purpose, a voluntary contribution to the Retirement Plan after June 30, 2006 includes a voluntary contribution for the payroll period ending June 30, 2006.

The change described in this paragraph 2 applies only to a Participant who is an employee of the City and a member of the Association on or after July 1, 2006.

3. Date to Distribute Accounts. The City will amend the Retirement Plan to make the following changes to the date by which Accounts must be distributed:
 - a. Severance Before Age 50. Except as provided in subparagraphs 3.c or 3.d below, any Participant whose Severance of Employment occurs before age 50 and who has a fully vested interest in the Participant's Employer Contribution Account may continue to elect to defer distribution of the Participant's Accounts under the terms now provided in the Retirement Plan, but only until the first anniversary of the Participant's Severance of Employment, by which anniversary the Participant's Accounts must be distributed.
 - b. Severance On or After Age 50. Except as provided in subparagraphs 3.c or 3.d below, any Participant whose Severance of Employment occurs on or after age 50 and who has a fully vested interest in the Participant's Employer Contribution Account may continue to elect to defer distribution of the Participant's Accounts under the terms now provided in the Retirement Plan, but only until the fifth annual anniversary of the Participant's Severance of Employment, by which anniversary the Participant's Accounts must be distributed (unless earlier distribution is required by the Retirement Plan's "required minimum distribution" rules, now in Sections 10.7. and 10.8.).
 - c. Beneficiaries. Upon the death of any Participant, the Participant's Accounts will be distributed as soon as administratively practicable, but no later than one year after the Participant's death, except that the surviving spouse of a Participant who has died on or after age 50 may continue to elect to defer distribution under the terms now provided in the Retirement Plan, but only until the fifth annual anniversary of the Participant's Severance of Employment, by which anniversary the Participant's Accounts must be distributed (unless earlier distribution is required by the Retirement Plan's "required minimum distribution" rules, now in Sections 10.7. and 10.8.).
 - d. Disability Credits. The changes described in subparagraphs 3.a, 3.b, and 3.c of this Memorandum of Agreement do not apply to any Participant's Accrued Benefit attributable to credits under Section 5.1.c of the Retirement Plan and the credited rate of return thereon.

The changes described in this paragraph 3 apply only to a Participant who is an employee of the City and a member of the Association on or after July 1, 2006.

4. Rate of Return To Credit To Accounts. The City will amend the Retirement Plan to change the rate of return credited to Accounts from the present 9% per annum to the applicable rates provided in this

paragraph 4. This paragraph does not otherwise change the rules under the Retirement Plan for determining the amount of return to credit to Accounts.

- a. Account Balance--Until One Year After Severance. Accounts will continue to be credited with a rate of return of 9% per annum. This credit will cease at the end of the last full calendar month that precedes the first anniversary of the Participant's Severance of Employment.
- b. Starting One Year After Severance--for Severance Before age 50. For any Participant whose Severance of Employment occurs before age 50, the Participant's Accounts will be credited with a rate of return of 0% per annum beginning on the first day of the calendar month that includes the first anniversary of the Participant's Severance of Employment. For example, if a Participant's Severance of Employment occurs on July 28, 2007, and before age 50, the rate of return credited to the Participant's Accounts will be 0% per annum beginning on July 1, 2008.
- c. Starting One Year After Severance--for Severance On or After age 50. For any Participant whose Severance of Employment occurs on or after age 50, the Participant's Accounts will be credited with a rate of return of (i) 6% per annum beginning with the calendar month that includes the first anniversary of the Participant's Severance of Employment and continuing for the next 23 calendar months, (ii) 4% per annum for the next 24 calendar months, and (iii) 0% per annum thereafter. For example, if a Participant's Severance of Employment occurs on July 28, 2007, and on or after age 50, the rate of return credited to the Participant's Accounts will be 6% per annum from July 1, 2008 through June 30, 2010; 4% per annum from July 1, 2010 through June 30, 2012; and 0% per annum for all periods after June 30, 2012.

The changes described in this paragraph 4 apply to the credited rate of return for periods after June 30, 2006. However, the changes described in this paragraph 4 apply only to a Participant who is an employee of the City and a member of the Association on or after July 1, 2006. Furthermore, the changes in this paragraph do not apply to any part of an Account that is distributed before the 10th day after the effectuation of the Retirement Plan changes described in Article 20, as clarified through this Memorandum of Agreement, pursuant to an agreement of the parties.

5. Additional City-Funded Credits To Offset Changes Described in Paragraphs 1 Through 4 Above. The City will amend the Retirement Plan to provide for credits to the Employer Additional Contribution Accounts of certain eligible Participants, as follows:
 - a. Participants Who Are Eligible. A Participant is eligible for the credit if the Participant is an employee of the City and a member of the Association on July 1, 2006, and the changes to the Retirement Plan described in paragraphs 1 through 4 above reduce the present value of the Participant's benefits (excluding the tax remedy¹), as determined by the Plan's actuary (see subparagraph 5.b below).
 - b. Potential Credit Amount. The Potential Credit Amount will be the amount of the reduction in value, if any, described in subparagraph 5.a above. This amount will be determined, as of

July 1, 2006, by the actuary for the Retirement Plan. The actuary will use the assumptions in the actuarial valuation as of July 1, 2003 (e.g. salary scale, mortality assumption, 8% interest rate for discount, etc.) However, with respect to the projected distribution date, the City is evaluating two options for that assumption:

- i. A distribution date based on the assumptions in the July 1, 2003 actuarial valuation;
or
- ii. A distribution date based on the average years of service for Participants in the Retirement Plan.

Notwithstanding the two options stated above, the actuary will not assume a distribution date of less than five years from July 1, 2006. The actuary will also assume that no voluntary contributions will be made by a Participant after June 30, 2006, and that no further credits will be made to a Participant's Accounts after the projected distribution date.

- c. Crediting the Potential Credit Amount and Interest. 1/5 of the Potential Credit Amount with respect to a Participant who is eligible for the credit will be credited to the Participant's Employer Additional Contribution Account as of June 30 of each of 2007, 2008, 2009, 2010, and 2011, except that this credit as of any June 30 will be made only if the Participant is (i) an employee of the City, (ii) a member of the Association, and (iii) not employed by the City in a position eligible for membership in PERS on that date. The amount of this credit as of any June 30 will be increased by 8% interest per annum, compounded annually, from July 1, 2006, to the June 30 for which the credit is made.

For example, assume that the Potential Credit Amount for a Participant is \$5,000 and that the Participant is an employee of the City and a member of the Association at all times from July 1, 2006, through September 30, 2009. On October 1, 2009, the Participant ceases to be a member of the Association. Under this paragraph 5, the Participant's Employer Additional Contribution Account will be credited with \$1,000 as of June 30th of 2007, 2008, and 2009, but not thereafter. Also, under this paragraph 5, the Participant's Employer Additional Contribution Account will be credited with interest of \$80 as of June 30, 2007, \$166.40 as of June 30, 2008, and \$259.71 as of June 30, 2009, but not thereafter.

- 6. Benefit Increases To Satisfy ETOB Requirement. In the event that an actuary for the Oregon Public Employees Retirement Board informs the City that the Retirement Plan will fail to comply with the requirements of ORS 237.620(4) unless the City provides increased retirement benefits, the City may provide the increased retirement benefits by: (i) increasing the credited rate of return on any part of one or more Accounts in the Retirement Plan, (ii) increasing City-funded credits, other than the credited rate of return, to one or more Accounts in the Retirement Plan, or (iii) a combination of both. The City will amend the Retirement Plan to reflect this determination by the City.

¹ The City agrees that the Retirement Plan's tax remedy will be paid on the benefit provided under this paragraph 5 to the same extent the tax remedy is paid on the other benefits provided by the Retirement Plan.

Executed this _____ day of _____, 2023.

For the City:		For the Association:
<u>Andrew Shearer</u> Andrew Shearer (Sep 28, 2023 16:38 PDT)		<u>Robert Conrad</u> Robert Conrad (Sep 29, 2023 11:20 PDT)
Police Chief		President

EXHIBIT E – BODY WORN CAMERAS POLICY

GENERAL ORDER

36.1.1

Body Worn/In Car Video Cameras

SUMMARY

Body-worn/In Car Video cameras are reported to be an effective law enforcement tool that reduces officer/citizen confrontations and enhances the understanding of interactions between officers and the public. They are also beneficial in resolving citizen complaints as they typically show the officer acted in an appropriate and professional manner.

Body-worn/In Car Video cameras allow for additional documentation of arrests and critical incidents, plus enhancing the accuracy of officer reports and testimony. Cameras are also useful in documenting crime scenes and crash scenes or other events that include the collection, confiscation, and documentation of evidence.

The Department recognizes that a video camera can only capture images in its direct field of view and with a “2D” not “3D” depth of perception. Therefore they cannot capture the full story, nor do they show the entire scene, environmental conditions, surrounding circumstances, and safety concerns that officers are constantly assessing. The Department also recognizes that some body-worn/In Car Video cameras capture images in lower light conditions than the human eye can and these images will not be visible to the officer(s). The use of body-worn/In Car Video cameras does not reduce the requirements to provide thorough written documentation of an incident. Persons reviewing recordings derived from body-worn/In Car Video cameras must also be cautious before reaching conclusions about what the recordings show. Such recordings may not represent a complete record of the involved officer’s perspective or perception of the involved incident.

The body-worn/In Car Video cameras will be utilized to (1) collect evidence for prosecution of offenses, (2) record contacts with the public in order to secure additional unbiased evidence in connection with investigations, (3) under specified situations (addressed herein) allow for supervisory review to ensure Department policies and procedures are followed, and (4) capture events and actions that would be helpful in future trainings.

Body-worn/In Car Video camera systems are a developing technology, changes in the law will create mandatory changes in this policy. Modifications in body-worn/In Car Video camera policy will be negotiated between the City and the Springfield Police Association (SPA) in good faith.

DEFINITIONS

Body-worn cameras (BWC) - camera systems designed to be worn by police officers to capture digital evidence.

In Car Video (ICV)- is defined as any electronic device that is permanently mounted on any patrol vehicle, whether marked or unmarked, and records video/audio files as digital evidence.

Metadata - includes any digital identifiers that are captured as part of the actual recording (e.g., date/time, GPS coordinates, incident category, etc.), plus data entered by the officer.

Video Pre Buffer- video Pre-buffer is continuous video looping that incorporates into the recorded video upon initiation of pressing the system's record button. The Video Pre-buffer is configured to 30 seconds and without any audio recording.

Critical Incident – for the purpose of this General Order, a critical incident is:

- 1) Use of force by one or more members that results in death or serious physical injury of another, or,
- 2) An incident involving the discharge of a firearm (not including dispensing an animal), or,
- 3) An in-custody death resulting from the use of force.

POLICY

This policy is intended to provide direction on when and how to use body-worn/In Car Video cameras and related video evidence. Use of body-worn/In Car Video cameras for any purpose other than in accordance with this policy is prohibited without the written approval of the Chief of Police or authorized designee. This policy is also designed to establish guidelines for the acquisition, use, maintenance, retention, labeling, duplication, and destruction of video files, and to identify the responsibilities of officers, supervisors and administration.

This policy does not apply to lawful surreptitious audio/video recording interception of communications for authorized investigative purposes.

The Department and officers will use body-worn/In Car Video cameras consistent with state and federal law and department policy.

OFFICER RESPONSIBILITIES/BWC's

1. BWCs shall be worn by all officers and supervisors working a uniformed assignment in patrol operations. (Patrol operations include the Traffic Unit, K9 Unit and School Resource Officers (SROs).
2. Other uniformed personnel not assigned to the patrol division or SRO program may wear a BWC if approved by the Chief of Police or authorized designee. Any sworn member, who does not routinely wear a BWC, will check with the on-duty supervisor for availability of a BWC. Incidents such as protests, dignitary protection or traffic control at special events may fall under this scenario.
3. Prior to using a body-worn camera, officers shall receive department-approved training on the proper operation, care and the department's policy with respect to the use of the body-worn camera. Training shall be provided as necessary to ensure the continued effective use of the

equipment, proper calibration and performance, and to incorporate changes, updates, or other revisions in policies or equipment.

4. Officers shall wear body-worn cameras on the torso and in a position designed to produce an effective recording. Motorcycle officers may wear the department approved alternative style body-worn camera equipment above the torso or as otherwise directed.
5. Officers shall only use BWC equipment issued by the department. Personnel shall not remove, dismantle or tamper with any hardware/software component or part of the BWC. Officers may not use privately owned body worn cameras while on duty.
6. In the event that a body-worn camera is lost, upon discovery, the officer shall immediately notify his/her supervisor.
7. Officers shall only use body-worn cameras in conjunction with official department duties.
8. Equipment inspection and function check will be addressed in training.

OFFICER RESPONSIBILITIES/ICV

1. The In Car Video camera system is designed to turn on automatically whenever the patrol car emergency lights are activated. The system may be manually activated by the officer (s) in other circumstances.
2. The ICV will be activated under any circumstances listed under the ACTIVATION section of this policy if applicable.
3. Anytime the vehicle is in use the video system shall be powered on.
4. Officers will position the police vehicle with highest regard for the safety of the officer, the violator, and the general public at all times. Officers shall attempt to position the In Car Video camera in such a way as to best capture the incident. However, officers shall not compromise their safety in order to obtain video.

SUPERVISOR & POLICE DIGITAL EVIDENCE TECHNICIAN RESPONSIBILITIES

Supervisors shall ensure officers are equipped with BWC/ICV devices prior to taking calls for service. In the event an officer fails to properly tag and categorize a video, the Digital Evidence Technician shall compare the video meta-data to CAD data to determine the appropriate categorization with regards to State mandated retention requirements.

In the event of a technical issue or malfunctioning of the BWC/ICV, officers shall contact the Digital Evidence Technician so the Digital Evidence Technician can, inspect the equipment, view the relevant footage, and troubleshoot or resolve the problem.

The responsibilities of the Digital Evidence Technician will pertain to any designee acting in the absence of the Digital Evidence Technician. Any designee must be appointed by Command Staff or the Records Manager.

I ACTIVATION

Oregon State Law requires that body-worn cameras be set to record when the officer wearing the camera develops reasonable suspicion or probable cause to believe that a crime or violation has occurred, is occurring or will occur, and the officer begins to make contact with person(s) suspected of committing the offense. The officers will not cease recording until the termination of the officer's participation in the contact.

Officers should activate the recorder any time they believe it would be appropriate or valuable to record an incident.

The body-worn/In Car Video camera shall be activated in any of the following situations.

1. All enforcement and investigative contacts including stops and field interview (FI) situations.
2. Traffic stops including, but not limited to, traffic violations, stranded motorist assistance, and all crime interdiction stops.
3. Any contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording.
4. Body-worn/In Car Video cameras are not required to be activated when taking routine reports from victims or witnesses when the suspect is not on scene. Officers have the discretion to turn the camera on if they believe the contact with the victim/witness is appropriate.
5. Other circumstances the officer believes video recording may add value or clarity to an incident.
6. Prisoner and courtesy transports.

At NO time is an officer expected to jeopardize their safety or impair a criminal investigation in order to activate the body-worn camera. However, the camera should be activated in situations described above as soon as practicable.

If an officer fails or is unable to activate a body worn/In Car Video camera upon initial contact, the officer shall verbally record the reason on the BWC/In Car Video recording once the BWC/In Car Video recording is activated and the officer shall document the reason(s) in their report.

II NOTIFICATION OF RECORDINGS

At the beginning of an interaction (or as soon as safe and practicable), officers shall notify all parties to the conversation that a recording is being made unless the situation is exempt from notification pursuant to a court order under ORS 133.726 (prostitution offenses, felonies when exigency makes obtaining a warrant unreasonable, certain felony drug offenses) or the limited exception in ORS 165.540 (felonies that endanger human life). This notification should be included in the recording when possible. Exceptions can be made when the announcement may impair a criminal investigation or jeopardize officer safety or the safety of any other person.

Officers shall notify personnel assisting from outside agencies whenever either video or audio recording is in use. Officers shall not compromise their safety in order to provide notification, but shall provide notification once it is safe to do so.

III PRIVACY CONSIDERATIONS

Officers should remain sensitive to the dignity of all individuals being recorded and exercise sound discretion to respect privacy by discontinuing recording whenever it reasonably appears to the officer that such privacy may outweigh any legitimate law enforcement interest in recording. Requests by members of the public to stop recording should be considered using this same criteria. Recording should resume when the privacy is no longer at issue unless the circumstances no longer fit the criteria for recording. Officers have no obligation to stop recording in response to a citizen request if the recording is pursuant to an investigation, arrest, lawful search, or the circumstances clearly dictate that continued recording is necessary. Examples and situations include, but are not limited to:

1. A witness or victim who wishes to remain anonymous or refuses to provide a statement if recorded and the encounter is non-confrontational
2. Recordings that would jeopardize safety planning for victims
3. Recordings that would disclose private security measures of residences or businesses
4. Recordings that would interfere with the ability to conduct an investigation due to sensitive circumstances (e.g., nudity, presence of child pornography)

Requests by members of the public to stop recording should be considered using this same criterion. Recording should resume when privacy is no longer an issue unless the circumstances no longer fit the criteria for recording. The request to turn the body-worn/In Car Video camera off should be recorded, as well as the officer's response, and included in the report narrative. If no report is generated, the officer shall ensure documentation is made in the CAD incident and such documentation shall include the reason for deactivation.

IV JUVENILES

It is recognized that recordings of juvenile offenders will occur by the use of body-worn/In Car Video cameras when officers are responding to calls for service or during the course of an investigation. Recordings of juveniles captured with the body-worn/In Car Video cameras will be protected the same as still photographs of juveniles.

V DEACTIVATION or FAIL TO RECORD

Officers shall continue recording until the incident is complete.

Deactivation

If the recording is discontinued before the incident is complete, the officer will verbally record their reason for deactivating the device. Additionally, the officer will document the reason for the deactivation in their report narrative, if a report is written for the incident. If no report is generated, the officer shall ensure documentation is made in the CAD incident and such documentation shall include the reason for deactivation.

For purposes of this policy, an incident is considered complete when an objectively reasonable officer would consider the incident to have reached a logical ending, up to and including the transfer of an arrestee into the custody of another agency. For example, the point at which a jail deputy takes custody of the arrestee.

The camera must remain on continuously until:

1. The officer's direct participation in the incident is complete or there is a significant period of inactivity or other breaks from direct participation in the incident.
2. All persons stopped have been released.
3. An arrestee has been transported to a detention facility. The BWC shall remain activated at all times while the officer is in the presence of the arrestee and until the arrestee is secured in the holding cell or processing room, or until custody of the arrestee has been transferred to SMJ or LCJ personnel in the booking area of the jail and the officer no longer has contact with the arrestee. Officers shall comply with LCJ body-cam policies when booking an arrestee into the Lane County Jail.
4. A supervisor has authorized (on camera) that recording may cease.

Fail to Record

If an officer fails to activate a body-worn camera/In Car Video or fails to record the entire contact the officer shall document the reason(s) in their report. If no report is generated, the officer shall ensure documentation is made in the CAD incident and such documentation shall include the reason for deactivation.

VI RECORDING RESTRICTIONS

The purpose of a body-worn/In Car Video-camera is to obtain evidence and information relevant to the incident.

Body-worn/In Car Video cameras should not be used to record:

1. Interviews with child abuse victims.
2. Interviews with sexual assault victims.

3. In any location where individuals have a reasonable expectation of privacy (such as a restroom, locker rooms, break room, fitness room, or in other similar areas in the Justice Center), or during roll call training, briefings and/or incident debriefings, in-service training, and/or departmental meetings.
4. Unless responding to a call in which the suspect is thought to be present, Officers should not normally record patients during medical, health care provider, or psychological evaluation by a clinician or similar health care facility or during treatment, unless necessitated by investigatory or safety concerns. The body-worn camera should remain activated inside a hospital/medical treatment setting if the officer is conducting his/her investigation and the individual being recorded is being interviewed or otherwise presenting evidence relevant to the investigation (including behavior of the suspect that is germane to the state of mind and criminal culpability of the suspect).

Employees shall be aware of patients' rights to privacy when in hospital settings. When recording in hospitals and other medical facilities, officers should be careful to avoid recording persons other than the suspect or witnesses that are deemed relevant to the matter being investigated.

5. Communications made in a psychiatric facility, unless otherwise permissible under this policy.
6. Encounters with undercover officers or confidential informants.
7. When an officer is engaged in conversations with individuals with whom the officer is in a privileged relationship (e.g., spouse, attorney, police peer counselor, labor representative).
8. Clergy, health care provider, etc.
9. Casual communications with other police personnel.
10. When an officer is on break or is otherwise engaged in personal activities.
11. Places of worship and/or religious ceremonies.
12. Community policing activities.
13. Routine, or strategic tactical planning communications with other police personnel, or other communications which do not fall within the recording guidelines outlined within this policy.
14. Officers shall be careful to avoid recording persons other than the suspect or witnesses that are deemed relevant to the matter being investigated by the officer.

VII EXPLOSIVE DEVICE

Many portable recorders, including body-worn/In Car Video cameras and audio/video transmitters, emit radio waves that could trigger an explosive device. Therefore, these devices should not be used where an explosive device may be present.

VIII DOWNLOADING AND TAGGING VIDEO

Officers shall be responsible for downloading recorded data from their body-worn camera/ICV at the end of their shift unless a supervisor approves the delay of downloading until the next work shift. In situations involving officer involved shootings, or other incidents involving the officer that result in a person's serious bodily harm or death, the supervisor will immediately take physical custody of the BWC(S) and be responsible for downloading the data.

Each file shall be categorized, tagged, and contain information related to the date and time of incident, and case number, citation number or CAD incident number if video is tagged as something other than 'non-event'.

Members should flag any incident in which all or some of the recorded data should not be released due to its sensitive nature (e.g., sensitive intelligence data, revealing identity of confidential informant, a victim advocate is recorded, sensitive victim cases) or of any recorded incident which might be valuable for training purposes.

Any time a member reasonably believes a recorded contact may be beneficial in a non-criminal matter (e.g., a hostile contact), the member should promptly notify a supervisor of the existence of the recording.

IX REPORTING REQUIREMENTS

Officers are still required to provide thorough written documentation of an incident and should document the existence of a recording in any report or other official record of the contact (i.e. CAD incident if no report is written), including any instance where the recorder malfunctioned or the member deactivated the recording.

Refer to section V. Deactivation or Failure to Report for additional reporting requirements.

X REVIEW AND USE OF RECORDINGS

Officers are allowed to review the recordings from their body-worn/In Car Video cameras at any time, except as limited in Section XV, Critical Incidents. Reviewing BWC recordings is to help ensure the accuracy and consistency of officers' reports. Officers are encouraged to review recordings prior to preparing reports. Involved officers are permitted to view video captured by fellow officers in order to assist in preparation of police reports related to specific incidents. Upon approval by a supervisor, or system administrator, any officer of the Department who is participating in an official investigation whether administrative or criminal may view recorded files.

Prior to testifying in a court case where recorded data will be offered as evidence, officers are encouraged to review the recording, subject to the limitations of this policy and Section XV, Critical Incidents.

Body-worn cameras may only be used consistent with department training and equipment specifications.

Employees are prohibited from using body-worn cameras and the recordings for personal use. Employees are prohibited from making personal copies of recordings created while on-duty or while acting in their official capacity. Employees shall not duplicate or distribute recordings, except for an authorized legitimate department business purposes. All such recordings shall be retained by the Department.

Officers shall not edit, alter, erase, duplicate, copy, share (other than individuals with a right to know), or otherwise distribute in any manner body-worn camera recordings, images, and information. Requests to duplicate, copy, or share information for any of these will be made through the Police Digital Evidence Technician, Chief of Police, or the authorized designee.

1. Officers will not take “screen shots” or make any reproduction of any video or audio content unless approved by the Chief of Police or authorized designee.
2. Viewing of video shall be limited only to individuals on a right to know basis and only for the purpose of processing a case or when related to a department matter.

Recordings shall not be used by an employee for the purpose of embarrassment, intimidation or ridicule.

XI

ADMINISTRATIVE INVESTIGATIONS & REVIEWS

Supervisors and Professional Standards Personnel are authorized to review relevant recordings under the following circumstances:

1. After receiving a complaint from the public or another officer regarding general misconduct or policy violation(s). The supervisor or Professional Standards Personnel shall limit such review to the incident specified within the complaint. Any additional review by the supervisor or Professional Standards Personnel shall be limited in scope to the context of the original complaint and shall occur only to the extent warranted under the original complaint. Inadvertent discovery of other allegations during this review shall require the supervisor to articulate the purpose of expanding the scope.
2. After receiving a report from the public or another officer regarding meritorious conduct or actions by an officer.
3. If there is an allegation(s) of criminal misconduct by an officer(s), or if upon review of recordings pursuant to this policy a criminal event is observed, the supervisor or Professional Standards Personnel may conduct an investigation and review additional recordings.
4. If an officer(s) is involved in what would be considered a “Critical Incident” or of a serious nature to the public interest, the supervisor or Professional Standards Personnel may review the recordings to evaluate the situation.

5. If an officer(s) is involved in or witnesses a show of or use of force incidents.
6. When an officer has been previously disciplined and/or placed on a “work plan” and employee notice of review is a component of the specified work plan. It is understood the supervisor or Professional Standards Personnel will limit the scope of their review to conduct of topics relevant to the discipline and/or “work plan”.
7. Any probationary employee may have their recordings reviewed by a supervisor or the employee’s Field Training Officer to assist in the evaluation of the said employee.
8. If the supervisor or Professional Standards Personnel believes a specific incident recording(s) may be a valuable training tool for the rest of the department.
9. Supervisors and Professional Standards Personnel may review recordings for legitimate business purpose including reviewing reports in the normal course of processing cases or complaints. The Department will not review BWC footage in a random manner not permitted within this policy.
10. For all permissible reviews, supervisors and Professional Standards Personnel will articulate the basis in writing for expanding their review beyond the initial scope of review. Discovery of policy violations will be addressed at the appropriate corrective level.

X11 PERFORMANCE REVIEWS

During annual performance evaluations, supervisors shall review three (3) BWC/ICV events of each reviewed member per evaluation year. Supervisors shall be assigned randomly selected BWC/ICV events using the Getac or similar random review feature as administered by the Digital Evidence Tech. If occurring within the same report year, one of the three reviewing requirements may be satisfied if done pursuant to a critical incident investigation. The member may submit a rebuttal with their performance evaluation.

XII TRAINING

Recordings from body-worn cameras may be shown for training purposes with the authorization from a Command Staff member.

Officers shall be provided with written notice if recordings intended for use for training purposes were either made by them or captured their image or voice. If an involved employee/individual objects to the release of the video, a determination of whether or not to release the video will be made by the Chief of Police or authorized designee.

XIII OTHER REQUESTS

Recorded files may also be viewed by:

1. Court personnel, prosecutors and city attorneys are authorized to access and manage recordings pursuant to their official duties.
2. Media personnel may review recordings with the permission of the Chief of Police or authorized designee.
3. Public records requests will conform to state public records statutes with consideration given to person's privacy and sense of dignity.

Unless prohibited by law, audio and video recordings from body-worn/In Car Video cameras shall be provided, or shall be allowed access to, upon request to officers or their union representatives during any internal investigation in accordance with this policy, the collective bargaining agreement and/or as allowed by law.

Except in cases of critical incident, prior to providing a formal statement in an administrative investigation, the officer shall have the option to review any related body-worn camera recordings in the presence of counsel and/or labor representative. In addition, such review will not be allowed if the Chief of Police determines that such review would interfere with an ongoing criminal investigation.

All recordings shall be reviewed by the Police Digital Evidence Technician and/or Custodian of Records prior to public release. Recordings that unreasonably violate a person's privacy or sense of dignity should not be publicly released unless disclosure is required by law or order of the court.

The Police Digital Evidence Technician and/or Custodian of Records will maintain an electronic record of all BWC/In Car Video footage access.

Except as set forth in this policy, or as allowed by state or federal law, non-department personnel shall not be allowed to review the recordings without consent of the Chief of Police or the authorized designee.

XIV USE OF FORCE

With the exception of critical incidents, prior to providing a formal statement about the use of force or disciplinary investigation, the officer shall have the option to review any related body-worn camera recordings in the presence of counsel and/or labor representative.

XV CRITICAL INCIDENTS

Following a critical incident, as defined above, and when safe and practical to do so:

1. Body-worn cameras will be collected by the on-scene sergeant or designee and will be immediately powered off. An involved officer or witness officer is prohibited from viewing any BWC or ICV footage prior to collection by a supervisor.

2. Sergeants or Command Staff may review the BWC/In Car Video to obtain identifying suspect information or other pertinent information necessary to provide a framework for the investigation such as Suspect(s) location & description; Injuries to officer or suspect; Potential witnesses; Location of evidence; Direction & estimated number of rounds fired; Overall scope of the scene. If requested by a supervisor, an involved officer and witness officer shall provide an on-scene compelled public safety statement consistent with the Use of Force policy, limited to the purpose of securing the scene, and the involved officer and the witness officer is not permitted to view any BWC footage.
3. Involved officers' cameras will be turned over to a supervisor for processing. The Police Digital Evidence Technician will work with the IDFIT (Inter-Agency Deadly Force Investigations Team) representative to provide the video footage.
4. Any body-worn camera/In Car Video videos that contain video of a critical incident or officer-involved shooting shall be immediately categorized as "restricted" by the System Administrator once the video is downloaded.
5. Critical incidents may be criminally investigated by the District Attorney's Office and the Interagency Deadly Force Investigation Team (IDFIT) as directed by the District Attorney's Office or other law enforcement agency. Subject to approval by the District Attorney and investigating agency, officers involved in or witness to a critical incident will have the opportunity to review any SPD BWC/ICV footage that captures their actions, images, or words before giving a formal statement to the District Attorney's Office and investigating agency for a criminal investigation.

Officers participating in a SWAT operation shall activate their BWC/In Car Video while conducting the following, but not limited to, activities:

1. Actively covering a target or person.
2. Making an approach to a target or person.
3. Clearing property, to include open spaces, buildings, outbuildings, or other objects needing to be manually cleared.
4. The BWC/In Car Video shall record continuously during these activities, subject to the exceptions outlined in sub-section below.

Exceptions to the continuous recording requirements include deactivation of the BWC/In Car Video during SWAT operations such as:

1. Conversing with a lead worker or supervisor or other officer regarding tactics, plans, or strategic activities.
2. Due to the nature of SWAT operations and the limited battery life of the BWC, SWAT supervisors may approve deactivation or delayed activation of the BWC in order to maximize the video capture and battery life of the unit.

XVI
HANDLING OF DIGITAL MEDIA EVIDENCE

Body-worn/In Car Video camera equipment and all data, images, video and metadata captured and recorded are property of the Department and cannot be used by any vendor for any purpose inconsistent with the above mentioned directives. Recordings will be stored in a secure manner recommended by the approved vendor and agreed upon by the Springfield IT Department in accordance with all applicable laws and policies. The Chief of Police will appoint a System Administrator who will manage the storage, retention and distribution of all recordings.

Body-worn/In Car Video camera equipment and all data, images, video and metadata captured and recorded are the property of the Department. The personal use of all information recorded from body-worn/In Car Video cameras is prohibited unless authorized by the Chief of Police.

All access and activity on the data storage system is logged and subject to audit at any time.

Personnel authorized under this policy may only view data files according to the provisions of this policy or as designated by the Systems Administrator(s), the Chief of Police or authorized designee.

Any contract with a third-party vendor for data storage of recordings from body-worn/In Car Video cameras must state that all recordings are the property of the Springfield Police Department, not owned by the vendor, and cannot be used by the vendor for any purpose inconsistent with the policies and procedures of the Springfield Police Department.

Recordings from body-worn/In Car Video cameras shall not be analyzed with facial recognition or other biometric matching technology (ORS 133.741).

XVII
RETENTION REQUIREMENTS

All files from body-worn/In Car Video cameras shall be securely stored in accordance with state records retention laws and will be purged after no longer useful for purposes of training, or for use in an investigation or prosecution (including appeals), or for use in resolving a claim or pending litigation, or disciplinary investigation.

All data, images, video and metadata captured by the Department cameras are subject to State statutes and City policies regarding use and records retention. Recordings from body-worn/In Car Video cameras shall be retained for at least 180 days, but no more than 30 months for a recording not related to a court proceeding or ongoing investigation. Recordings that are evidence for an ongoing criminal investigation or court proceeding shall be kept in accordance with current records retention laws.

The retention period begins from the date the body-worn/In Car Video camera recording was labeled or categorized. System Administrators, the Police Digital Evidence Technician, or the recording officer, may label or categorize recordings for retention. Officers will periodically be directed by the System Administrator(s) or designee to label or categorize any video which had not previously been labeled or categorized.

A body-worn/In Car Video camera video evidence retention schedule will be maintained in accordance with Oregon Revised Statutes.

**XVIII
RECORDS RELEASE/PUBLIC INFORMATION REQUESTS**

Any department member who receives a request for records shall route the request to the Digital Evidence Technician or the authorized designee. Such recordings may only be disclosed under the conditions provided under Oregon Revised Statute 192.345 that includes the following guidelines related to BWC recorded data requests:

1. The request must be for an event for which there is public interest.
2. The request must be for an approximate date and time of an incident.
3. The request must be reasonably tailored to include only the material relevant to the incident.
4. All faces must be rendered unidentifiable (blurred) prior to release.

A reasonable attempt will be made by the releasing person or designee to notify any involved employee(s) prior to release of the information.

Release of BWC footage for critical incidents will be consistent with Policy 36.1.3

Requests for the release of BWC recordings shall be processed in accordance with the Records Maintenance and Release Policy (Policy 36.1.3). Nothing precludes the Chief of Policy or City Manager to release BWC/ICV footage to the public subject to applicable law.

**XIX
ANNUAL REVIEW**

An evaluation of the Body-Worn/In Car Video Camera program and policy review will be conducted annually by the Investigation Services Division Lieutenant.

For the City:		For the Association:
<u>Andrew Shearer</u> <small>Andrew Shearer (Sep 28, 2023 16:38 PDT)</small>		<u>Robert Conrad</u> <small>Robert Conrad (Sep 29, 2023 11:20 PDT)</small>
Police Chief		President

EXHIBIT F – HRA/VEBA FOR PERS TIER 1/TIER 2 PLAN MEMBERS

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SPRINGFIELD
AND
SPRINGFIELD POLICE ASSOCIATION**

This agreement is between the City of Springfield and Springfield Police Association – **PERS Tier 1 /Tier 2 Retirement Group** (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. 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 2018 calendar year, Union membership has elected to participate.

The term of this agreement shall be from 09/18/2023 until superseded by a successor agreement.

For the City:		For the Association:
<u>Andrew Shearer</u> <small>Andrew Shearer (Sep 28, 2023 16:38 PDT)</small>		<u>Robert Conrad</u> <small>Robert Conrad (Sep 29, 2023 11:20 PDT)</small>
Police Chief		President

EXHIBIT G – REGARDING HRA/VEBA FOR CITY RETIREMENT PLAN MEMBERS

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SPRINGFIELD
AND
SPRINGFIELD POLICE ASSOCIATION**

This agreement is between the City of Springfield and Springfield Police Association – **City Retirement Plan Retirement Group** (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. 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:

Sick leave cash-outs upon retirement. Eligibility is limited to employees who retire from service with leave cash-out rights during the term hereof. Contributions shall include the cash-out value of unused leave sick hours accrued per negotiated agreement or City policy subject to the voting membership on an annual basis per calendar year.

For the 2018 calendar year, Union membership has elected to participate at 100% of sick leave cash-out.

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 2018 calendar year, Union membership has elected to participate.

The term of this agreement shall be from 09/18/2023 until superseded by a successor agreement.

For the City:		For the Association:
<u>Andrew Shearer</u> <small>Andrew Shearer (Sep 28, 2023 16:38 PDT)</small>		<u>Robert Conrad</u> <small>Robert Conrad (Sep 29, 2023 11:20 PDT)</small>
Police Chief		President

EXHIBIT H – PARAMETERS FOR USE OF VOLUNTEER EXPLORER PROGRAM

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SPRINGFIELD
AND
SPRINGFIELD POLICE ASSOCIATION**

This Memorandum of Understanding is entered into between the City of Springfield, hereinafter referred to as the “City”, and SPA hereinafter referred to as the “Union”. The purpose of this Memorandum of Understanding is to establish the parameters for utilization of volunteers in the position of Explorer with the Springfield Police Department.

The parties agree to the following guidelines:

1. The primary role of an Explorer is to enhance community participation in policing and to provide an educational experience for young adults who might be interested in a career in law enforcement.
2. The use of Explorers will in no way replace, displace or otherwise compromise the current/or future Union member tasks and/or positions, including overtime assignments/opportunities.
3. Examples of Explorers’ duties may include, but are not limited to, building tours, safety/crime prevention presentations, traffic control, parking cars, and general office work currently being completed by volunteers.
4. Any union represented duties must be approved in writing by SPA before being implemented.
5. Explorers will be allowed to sign up for traffic control duty with the understanding that union personnel, qualified to perform duties, are able to displace said volunteer at any time.
6. Explorers will not be compensated in any way for their services.
7. Explorers are expected to abide by City of Springfield and The Springfield Police Department policies procedures and General Orders.
8. Candidates must pass a comprehensive background investigation, to include, but not limited to an application screen, CCH, Local, DMV backgrounds, Sex Offender check list, School transcript, investigative background. This background is to be similar to a Police Officer hiring with the exception of the psychological interview, prior to being accepted into the Explorer program.
9. Explorers will be covered by the City’s Worker Compensation Insurance for all on-the-job / volunteer injuries.
10. Union members may decline to participate in the Explorer program. Union members will not be required or directed to train, teach, guide, mentor, or supervise explorers without their voluntary consent or compensation.
11. Explorers are not a Union represented position.

DATED this _____ day of _____, 2023.

For the City:		For the Association:
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<u><i>Andrew Shearer</i></u> Andrew Shearer (Sep 28, 2023 16:38 PDT)		<u><i>Robert Conrad</i></u> Robert Conrad (Sep 29, 2023 11:20 PDT)
Police Chief		President