



City of Eugene
POLICE COMMISSION
Law Enforcement Mental Health and Wellness
(LEMHW) Subcommittee

The Law Enforcement Mental Health and Wellness (LEMHW) Subcommittee was formed during the Police Commissions' FY2023 Work Plan. The sub-committee's purpose is to research, develop, and recommend new or improved policies and/or procedures to help the department foster viable officer wellness and mental health initiatives.

LEMHW Subcommittee Commission Members: Jensina Hawkins, subcommittee chair; Dr. Silky Booker, Scott Lemons, and William Parham

Police Commission LEMHW Subcommittee Meeting

Tuesday, February 6, 2024

8:00 – 9:00 a.m.

Via Zoom Webinar: <https://eugene-or-gov.zoom.us/j/89610433246>

Webinar ID: UB4VPV2G

Or dial by phone: (Toll Free) 833- 548- 0276 or 833- 548- 0282 (Toll Free)

<u>Item</u>	<u>Starting</u>	<u>Minutes</u>
Welcome and follow-up items from prior meeting:	8:00 – 8:20 a.m.	20 min
<ul style="list-style-type: none">• Review December 5, 2023, minutes• Pre-employment polygraph is prohibited in the state of Oregon.• Employee drug usage policy<ul style="list-style-type: none">▪ COE employee handbook APM No. 5.3. (page 17)▪ EPEA contract Article 40 (page 38)• Post-Critical Incident mental health evaluation—6 months<ul style="list-style-type: none">▪ Oregon Senate Bill Section 5. (3)(a) (page4)▪ EPD Policy 810.3.5(j) (page 5)▪ EPEA contract Article 51 (page 51)		
Discussion of email from former EPD Officer Kirsten Cardwell	8:20 – 8:30 a.m.	10 min
Pat Bentley, LMFT, Critical Incident Debriefing for Kern County Sheriff's Office	8:30 – 8:50 a.m.	20 min
<ul style="list-style-type: none">• Building the program for Kern County, California• Wins, lessons, and recommendations		
Discussion	8:50 – 9:00 a.m.	10 min
<ul style="list-style-type: none">• Future meeting cadence• Next steps		

Eugene Police Commission

Law Enforcement Mental Health & Wellness Subcommittee Meeting Notes

Tuesday, December 5, 2023

8:00 a.m. – 9:00 a.m.

Meeting conducted using Zoom

Present: Commissioners Silky Booker, William Parham, and Jensina Hawkins

Absent: Commission Scott Lemons

Guests: Chief Chris Skinner

Staff Liaison: Holly Mathews, AIC Police Commission Analyst

Minutes Recorder: Chair Jensina Hawkins

Item

Welcome

- Commissioner Hawkins moved to add Chief Skinner to the agenda to discuss current Mental Health and Wellness initiatives within EPD.
- Commissioner Parham seconded motion.

Follow-up from prior meeting

- Process for making recommendations to City Council
 - Subcommittee presents to Police Commission
 - Police Commission votes on recommending to City Council
 - Holly requests time on City Council agenda

Report from Chair Hawkins of research conducted so far:

- Feedback from ride alongs (EPD, LCC, and PPB)
 - Since Portland Police Bureau is overseen by Department of Justice, they are held to much stricter standards than EPD, such as announcing each potential use of force against a suspect.
- Meeting with Pat Bentley, LMFT, leader of the LEMHW program for Kern County, CA
 - Commissioners agreed to invite Ms. Bentley to a subsequent LEMHW committee meeting to learn about experienced wins and pitfalls.

Q&A with Chief Skinner

- EPD applicants background check includes flying investigator to applicant's hometown for in-person interviews with acquaintances.
 - Potential disqualifying factors include felonies, recent hard drug use, lying on the Personal History Questionnaire
 - PHQ is currently undergoing an update – when the new version is released, **HOLLY** will share with the subcommittee.
- Must pass a medical (occupational health) exam including treadmill stress test, EKG, and drug screen.
- Applicants are also required to undergo a psychological exam by a Seattle-based provider.
 - Chief Skinner offered to have the provider attend an LEMHW meeting to describe her screening process.
 - **HOLLY** – Will you please find out the provider's specialty credentials and invite her to our next meeting?
- State of Oregon does NOT require a pre-employment polygraph.
 - **HOLLY** – Can you please clarify whether the polygraph is *not required* or *not allowed*?
- Chief Skinner sits on the Police Policy Committee at DPSST, and Oregon de-certifies more officers than any other state. De-certification could be for three years, ten years, or lifetime.

- **HOLLY** – Can you please get some clarification from the Chief? Does Oregon have more officers who should be dismissed, or is Oregon less tolerant?
- EPD has one of the longest-standing bodycam policies in the state.
 - Failure to activate bodycam has spurred previous Internal Affairs investigations.
 - Exceptions are granted when discussing sensitive tactical operations or for a supervisor admonishing a subordinate.
- Chief Skinner is allocating budget funds to a heart screening program through Sigma Tactical Health.
 - This will include testing not currently covered by medical insurance.
 - This screening cannot be mandated since employment status may be affected.
- Chief Skinner reports funding challenges for programs like this, since there seems to be a perception that programs or benefits should be made available to all City of Eugene employees, not just EPD.
- Dr. Booker inquired about performance evaluations and investigations and their impact on LEMHW. Chief Skinner called out the distinction between performance evaluations and investigations, stating “performance evaluations cannot be a springboard for discipline.”
- Commissioner Parham inquired if there are mandatory ongoing mental health evaluations, and Chief Skinner answered there are not.
- Chief Skinner described the process after an officer goes through a critical incident, citing examples of shooting (either by or at an officer) or especially if an officer takes a life.
 - Officer undergoes a Fit For Duty evaluation by somebody in the mental health field.
 - **HOLLY** – Chief was going to get some more information. Can you please let us know the credentials of the mental health provider, and whether it’s a provider of the officer’s or EPD’s choosing?
- Chief acknowledged that there is no automated “red flag” system to alert EPD of an officer whose mental health or wellness is endangered.
 - Chief referred to the close-knit relationships within EPD that would typically surface concerns if an officer’s behavior is unusual or if they are going through typically high-stress life circumstances.

Next meeting

- Commissioners agreed to move January meeting to January 16th, 2024.

Discussion

- Dr. Booker referred back to Chief Skinner’s statement about hard drug usage being a potential disqualifying factor for employment.
- **HOLLY** – Can you please help us track down a drug use policy? Specifically, what substances are considered “hard drugs?” What about marijuana usage?
- Holly stated that Chief Skinner has offered to put an LEMHW Committee member through the background investigation process.
 - Dr. Booker volunteered to undergo the background investigation and report back to the committee.
- All committee members present declared unease with the lack of an automated or systematic approach and agreed to continue exploring possible resolutions or enhancements over the next year.



Employee Handbook

City of Eugene

Making Eugene a safe, dynamic and livable community

**City of Eugene
EMPLOYEE HANDBOOK
-TABLE OF CONTENTS-**

Welcome from the Executive Leaders	Page 3
City of Eugene Mission, Values, and Code of Conduct	5
City of Eugene Organizational Structure	7
Employee Information	
– CeShare Internet Site	8
– City of Eugene Website	8
– City Government	8
– Emergency Procedures	9
– Employee Benefits Program	9
– Employee Learning and Development Program and Required Training	10
– Employee Self Service	10
– Financial Stewardship	10
– New Employee Onboarding (NEO)	10
– Parking Information	11
– Proximity (PROX) ID Card	11
– Union Labor Contracts	11
Employee Policies and Procedures	
– Administration Policy Manual (APM)	12
– Equal Employment Opportunity Responsibilities & Affirmative Action	12
– Americans with Disabilities Act (ADA)	13
– Respectful Work Environment	13
– Employee Records and Personnel Files	13
– Definition of Employees	13
– Probationary Period	14
– Conflict of Interest / Political Activity / Gifts, Sponsorships, Charitable Contributions, & Memberships	14
– Nepotism	14
– Appearance	14
– Outside Employment	14
– Use of City Equipment and Property	14
– Smoking Policy	15
– Employee Substance Abuse Policy	15
– Vehicle Use Policy	15
– Rest, Break and Meal Periods	15
– Overtime and Comp Time	16
– Tardiness, Absenteeism, and Attendance	16
– Merit Increases	17
– Employee Benefits	17
– PERS/OPSRP Retirement Plans	17
– Holidays	18

Employee Policies and Procedures cont.

– Vacation and Sick Leave	18
– Leaves of Absence	18
– Disciplinary Process	19
– Weapons Policy	19
– Workplace Violence	19
– Employee Safety	19
– Workers’ Compensation	19

Handbook Acknowledgement 20

**I understand that the City of Eugene reserves the right to modify this handbook, amend or terminate any policies, procedures or employee benefits whether or not described in this handbook at any time, with or without notice. Policies, procedures or employee benefits contained herein were adopted by the City of Eugene on or before May 1st, 2012 and supersede previous policy.*

City of Eugene
EMPLOYEE HANDBOOK
-WELCOME FROM THE EXECUTIVE LEADERS-

Congratulations! We are excited you have chosen to work at the City of Eugene.

By becoming a City of Eugene employee, you are joining an important group of well-respected, dedicated and talented employees. Our employees are an asset to the community as well as to the organization. We are known for our excellence and commitment to high-quality and efficient services that are responsive to the community's diverse and ever-changing needs. We help make Eugene one of the most livable communities in the country.

We ask our employees, regardless of their responsibilities, to take the collective mission of the City of Eugene organization to heart: "Making Eugene a safe, dynamic, and livable community."

As a City of Eugene employee, you will have the opportunity to perform quality work in your department, and to contribute to the success of the City organization as a whole. You will be supported and encouraged to enhance your personal growth while working with a dynamic variety of individuals from within and outside of the organization.

This employee handbook is a resource that will contribute to your success. It houses important information for you to review, such as:

- The core mission, values and code of conduct that guide our work.
- The City of Eugene organizational structure.
- The basic policies and procedures that provide the framework for our organization.

We look forward to a successful work relationship with you.

Jon Ruiz
City Manager

Kristie Hammitt
Asst. City Manager

Denny Braud
Planning and Development

Paula Hertwig-Hopkins
Central Services Director

Sarah Medary
Public Works Director

Chris Skinner
Chief Police Dept.

Joe Zaludek
Chief Fire Dept.

Renee Grube
Library, Recreation,
Cultural Services Director

Kathryn Brotherton
City Attorney

What makes the City of Eugene work so well?

Our employees have a shared commitment to a variety of values and principles that guide our daily work. You will see these values and principles enacted in different ways throughout the organization. To really understand what drives the employees and the organization as a whole you need to know the core functions of our work. These functions include:

Community Service

We take pride in our work and are here to serve the community.

As City of Eugene employees, we are committed to excellence, innovation, and professionalism in our work. We serve with dedication, care, respect and pride to make Eugene a safe, livable community with high quality, responsive, and accessible services.

Quality of Life

Our services help make Eugene a great place to live, work and play for everyone.

City of Eugene services are an important part of creating, protecting and improving the quality of life in Eugene. With our wealth of outdoor recreation activities, thriving arts and entertainment scenes, a vibrant downtown and a world-class university, Eugene is frequently recognized as one of the most livable cities in the country. These amenities, combined with a solid infrastructure of roads, bike paths, parks, community centers, and libraries, and supported by a full network of business, housing, social and public safety services, make Eugene a welcoming place.

Stewardship

We honor the public's trust in us to responsibly manage the City's funds, assets and natural resources for the long-term benefit of the community.

The City of Eugene is a responsible steward of the public funds, natural resources and physical assets entrusted to our care. We are accountable to the public to accomplish the most strategic, efficient, effective long-term use of those resources.

Sustainability and Human Rights

We work to integrate social equity, economic prosperity and environmental health in our decisions and actions.

The City of Eugene believes sustainability means considering and balancing all three aspects of the triple bottom line – people, planet and prosperity – to address the community's present needs without compromising future generations. We work for a strong, vibrant and sustainable economy, a healthy environment, and social equity and human rights, so that every person has an opportunity to achieve a rewarding, healthy and secure life.

Leadership and Collaboration

We welcome collaboration to create a stronger community while providing leadership to stimulate community building and innovation.

The City of Eugene ensures that community members, and business, government and non-profit partners are heard, involved and welcome to collaborate in the work of the City. Whether in leadership, partnership, advocacy or support roles, we are committed to bringing people together for common cause and purpose.

City of Eugene
EMPLOYEE HANDBOOK
-MISSION, VALUES, CODE OF CONDUCT-

MISSION STATEMENT

Making Eugene a safe, dynamic and livable community.

VALUES AND OPERATING PRINCIPLES

We value:

- service to our customers and the community, being responsive to their changing needs.
- fairness, integrity, trust, honesty, and communication that is open, accurate, and respectful.
- creativity in our work and opportunities for innovation and vision.
- personal, professional, and organizational accountability.
- unique abilities and talents, the diverse perspectives that each individual bring to this or her job, and the richness that results.
- the opportunities for meaningful, high quality work and the challenge our work presents.
- respect, collaboration and teamwork in relationships with our fellow employees.
- the commitment to making our work environment safe, supportive, fulfilling and enjoyable.

CODE OF CONDUCT

The City of Eugene has adopted a code of conduct to establish guidelines for City employees and volunteers in the performance of City business. As an integral part of a team dedicated to delivering quality service to the public, each City employee shall accept certain responsibilities, adhere to accepted business principles, and foster the highest standards for personal integrity and honesty in carrying out his/her public duties, recognizing that the public interest must always be the primary concern.

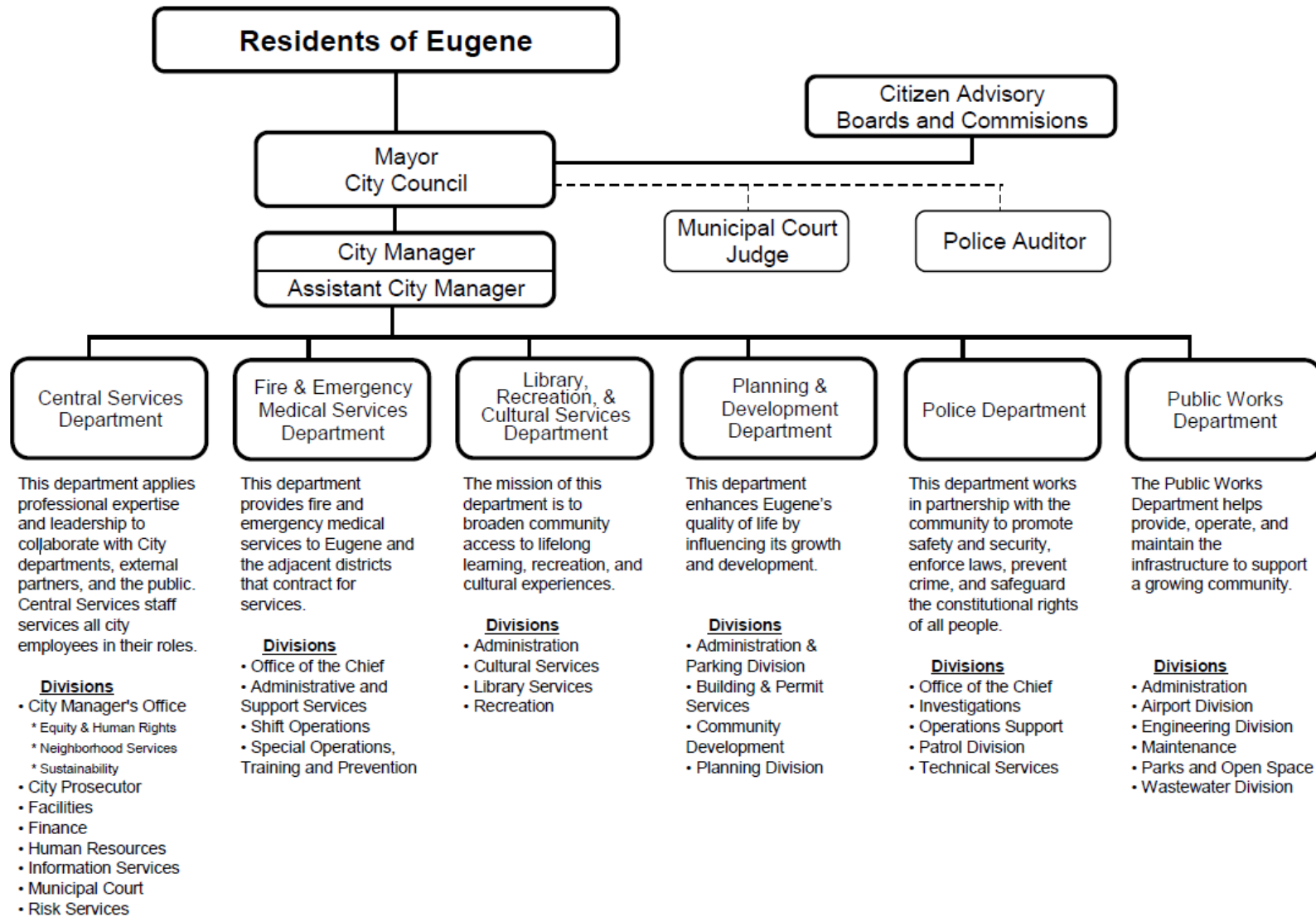
To accomplish these objectives, all employees and volunteers of the City of Eugene shall:

- Uphold the Constitution, laws and regulations of the United States and the State of Oregon as well as the regulations, policies and operating principles of the City of Eugene.
- Understand the public trust held as a result of being a City employee or volunteer and never compromise honesty or integrity for personal gain or advancement.
- Place the long term benefit to the City organization and the public as a whole above other considerations in the performance of work duties.
- Conduct oneself at all times in a manner that reflects positively on the City. Understand that certain kinds of off-work conduct can negatively impact one's standing as a City employee and the reputation of City government.
- Treat members of the public and coworkers with dignity and respect.
- Treat members of the public and coworkers fairly and equally without dispensing special favors to anyone or receiving special privileges from anyone.
- Understand that the appearance of a conflict of interest may be as damaging as an actual conflict of interest, and that both should be avoided in the performance of one's duties. Immediately disclose any conflict of interest should it arise.
- Come to work prepared to do our best.
- Respect and uphold the confidentiality of individuals and work related information when appropriate or required by law.
- Report unlawful or unethical work behavior by another City employee or volunteer to the appropriate management or law enforcement representatives.

We invite you to join us in embracing these values and the others outlined in this employee handbook as you begin your career with the City of Eugene. Working together, we can make your employment experience both personally and professionally rewarding

City of Eugene
EMPLOYEE HANDBOOK
-ORGANIZATIONAL STRUCTURE-

City of Eugene Organizational Chart



City of Eugene
EMPLOYEE HANDBOOK
- EMPLOYEE INFORMATION-

There are multiple programs, tools and benefits available to you as a City of Eugene employee. This section of the handbook will give you an overview of some of the resources available to you that will help acclimate you to the City. Please review the below information and speak with your supervisor if you have any questions.

CESHARE INTRANET SITE

The City of Eugene has its own internal intranet site called [CeShare](#). CeShare is a place where City employees can communicate, collaborate, find city-wide information and resources, share documents and have online discussions. CeShare also houses employee resources where you can

- sign up for training,
- look at your paycheck history,
- review policies and handbooks, and
- much, much more!

As a new employee, you are strongly encouraged to spend time familiarizing yourself with the CeShare site and its offerings. CeShare is located behind our server firewall so you will not be able to access it from your internet at home. Use the organization chart on page 6 in coordination with our CeShare sites to familiarize yourself with our organization as a whole.

All departments and divisions have their own CeShare site as well. During your first weeks as a new employee your supervisor will orient you to your department's and division's specific sites, how they are used and what resources you can find on them.

CITY OF EUGENE WEBSITE

The [City of Eugene external website](#), which is available from anywhere you can access the public internet, houses information you will need during your employment. On this website you will find

- Human Resources (HR) forms and information,
- Employee Benefits enrollment forms and information,
- Union Labor Contracts, and
- Current City of Eugene open positions.

Often, information is linked between CeShare and the City of Eugene Website for convenience of use. It is strongly encouraged to spend time familiarizing yourself with the resources on the City of Eugene Website.

CITY GOVERNMENT

As an employee of a municipal organization, it is important to understand our government structure and how it relates to your work. We have elected officials, including our Mayor and the City Council, that are responsible for passing laws, setting community goals, adopting policy, and deciding which services the City will provide. The Council meets on a regular basis and works in coordination with the City Manager and the community to govern the City of Eugene. You can learn more about our government structure and boards, commissions, and public meetings at the [Mayor and City Council](#) website.

EMERGENCY PROCEDURES

An Emergency Procedures Guide has been created to aid City of Eugene employees in cases of emergency. The guide is located on the [Risk Services Safety/Loss Control](#) CeShare site. In this guide you will find procedures to follow in the case of weather, medical, illegal, or threatening emergencies. To maintain a safe and productive work group it is essential that these policies are understood and followed in the case of an emergency. If you have questions regarding the Emergency Procedures Guide please consult with your supervisor.

EMPLOYEE BENEFITS PROGRAM

Employee Benefits

The City provides a comprehensive package of benefits through the [Risk Services Employee Benefits Program](#). Some of the many benefits offered to employees include:

- Health Plan Coverage
- Life and Disability Benefits
- Retirement Benefits
- Deferred Compensation Program
- Flexible Spending Accounts (FSA)
- Transportation Benefits
- Tobacco Cessation Program

Two additional benefits offered to employees as part of a comprehensive benefits package include an Employee Assistance Program and a Health and Fitness Program.

Employee Assistance Program (EAP)

Employee assistance is offered through [DIRECTION](#), a comprehensive behavioral health and employee assistance service. DIRECTION can help address a broad range of issues including, but not limited to:

- family issues,
- work-related issues,
- stress and anxiety,
- chemical dependency, and
- a full training calendar on a variety of important personal skills.

Records maintained by the EAP regarding personal counseling services provided under the EAP contract are generally confidential and there is no cost for short term counseling. These services are also available to your immediate family members and anyone living in your household.

Health and Fitness Program

The [Employee Health and Fitness Program](#) promotes health and fitness for all City of Eugene employees by offering multiple programs, classes and benefits. Some of the programs you have access to include, but are not limited to:

- multiple on-site fitness facilities,
- fitness classes,
- health and wellness workshops,
- health risk appraisals, and
- employee flu clinics.

Learn more by visiting the Employee Health and Fitness website or contact the [Health & Fitness Director](#) to set up an orientation to receive access to the wellness facilities and programs.

EMPLOYEE LEARNING AND DEVELOPMENT PROGRAM AND REQUIRED TRAINING

The City provides in-house training to meet a variety of personal development and organizational needs and goals. Required courses and a variety of optional courses are offered at no cost to employees and their departments. Individuals who are supervisors, or are hired into specific positions, may have additional training to complete.

Required training for all new employees includes:

- Workplace Harassment
- Preventing Workplace Violence
- Communication
- Intro to Hazard Communications & Safety (as required)
- An annual equity and human rights training requirement

To register for training you will access the [Learning Management System](#) (LMS), our employee training records system. All City employees have access to this program through CeShare. Through the LMS, you will be able to view the required training you need to attend, register for training, and view completed courses.

The [HR Admin Team](#) is available if you have any training questions about training.

EMPLOYEE SELF SERVICE

The Employee Self Service site can be accessed through the [CeShare – Employee Info](#) tab. To access the Self Service site you will log in using your City of Eugene, Login ID and Password. The Self Service site is a place where employees can:

- update personal information,
- verify the status of benefits,
- access training history,
- complete or change W-4 information,
- view vacation and sick leave accruals,
- check flexible spending account elections, and
- update personal addresses, phone numbers and emergency contacts.

FINANCIAL STEWARDSHIP

As public employees, we are constantly reminded that we must be good stewards of the public trust, ensuring the resources of our organization are well protected and used efficiently to accomplish the missions of our services. The public sector environment can be quite different from that encountered in a private sector employment situation, with more laws and rules guiding the processes used to make purchase decisions and the expenditure of funds. You should familiarize yourself with the City's policies and practices around making purchases and other financial decisions. More information can be found in the [Finance Manual](#) located on CeShare.

NEW EMPLOYEE ONBOARDING (NEO)

As a new employee, you will be part of the New Employee Onboarding process. During onboarding you will be given the opportunity to learn about the organization as a whole, connect with City of Eugene employees, learn about your employee benefits, complete required training and become knowledgeable regarding policies, procedures and programs available to you.

One place for new employees to receive relevant information is the “[Welcome City of Eugene Employees](#)” CeShare site. This site promotes the City’s core values and houses helpful links to handbooks, benefits, training information, parking and transportation contacts and will put you in contact with HR Representatives that will support you in your position. A New Employee Checklist is also available for you to ensure you complete all required paperwork, training and understand the relevant policies and procedures at the City of Eugene.

PARKING INFORMATION

The City of Eugene’s [Parking Services Program](#) strives to simplify your parking options for work. While many facilities have free employee parking available, there are a number of offices that are located in the downtown and surrounding areas that do not have free parking for employees. For these employees, monthly and quarterly parking permits, rideshare permits, and carpool permits are available through the City of Eugene Parking Program. For information regarding public transportation see Proximity (Prox) ID Cards.

PROXIMITY (PROX) ID CARDS

All City of Eugene employees are issued a Proximity (Prox) ID Card. This card includes your photo and Employee ID Number. This card can be used to enter City buildings, parking areas and other City locations. Each card has specific access rights based on your work location and access needs. If you lose or misplace your Prox ID Card, please inform your supervisor right away. The Prox ID Card also has an LTD City bus pass sticker and can be used to take public transportation at no cost.

To obtain a Prox ID Card you or your supervisor will contact the Facilities Management Division main line to make an appointment. The Facilities Management Division Office is located at [210 Cheshire Avenue](#). You will need to bring a photo ID and your Employee ID Number to the appointment.

UNION LABOR CONTRACTS

There are four union groups and a group of non-represented employees that make up the City of Eugene staff. The four union groups include:

- American Federation of State, County and Municipal Employees (AFSCME), Local 1724
- International Association of Fire Fighters (IAFF), Local 851
- International Alliance of Theatrical State Employees, Moving Picture Technicians, Artists and Allied Crafts (IATSE), Local 675
- Eugene Police Employees’ Association (EPEA)

If you are employed into one of these four unions, obtaining and reading through your Union Labor Contract is helpful to your success. Union Labor Contracts can be accessed on the [City of Eugene Website](#). If any of the policies and/or procedures in this handbook conflict with information in your Union Labor Contract, the Union Labor Contract takes precedence. If you are employed as a non-represented employee the policies and procedures in this handbook and in the Administrative Policies Manual (APM) are the guiding principles to follow.

City of Eugene
EMPLOYEE HANDBOOK
-POLICIES AND PROCEDURES-

All of our jobs contribute to delivering important services to our community. You need to be aware of the responsibilities of being a public employee. The expectations and guidelines for your work may be different than you have encountered with other employers. It is important that you fully understand these expectations and guidelines.

This section of the handbook will give you an overview of some of the critical policies and procedures that all City of Eugene employees are expected to follow. Please review these summaries and also access the Administrative Policy Manual (APM) for complete information and additional resources. Ask questions often of your supervisor, Human Resources staff and Risk Services staff as you encounter uncertainty or need clarification regarding policies and procedures.

We ask you to take this responsibility seriously and look forward to you working with the City of Eugene.

ADMINISTRATION POLICY MANUAL (APM)

The [Administrative Policy Manual](#) is an online resource that includes all of the City's policies. Within each policy there are links to related procedures, guidelines, laws and regulations.

The APM is separated into 17 sections, each including multiple policies that will contribute to your success as a City of Eugene employee. These sections include:

- | | |
|------------------------------------|---|
| 1. Non-Discrimination | 10. Holidays & Vacations |
| 2. Records & Files | 11. Sick Leave & Leaves of Absence |
| 3. Recruitment & Selection | 12. Discipline & Grievances |
| 4. Ethics & Integrity | 13. Termination of Employment |
| 5. General Employment | 14. Lawsuits, Claims, & Insurance |
| 6. Work Hours, Breaks, & Schedules | 15. Safety & Emergencies |
| 7. Wage & Salaries | 16. Traumatic Incidents |
| 8. Position Classification | 17. Workers' Comp & On-the-Job Injuries |
| 9. Employee Benefits | |

While many of the policies are located within this handbook, they are abbreviated versions and the APM includes additional information as well as expanded guidance and instruction. The more you know about the policies and procedures the more you will know about your rights and expectations as an employee of the City of Eugene. If you have questions regarding any of the policies in this handbook or in the APM contact your supervisor, Human Resources staff, and/or Risk Services Staff.

EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES & AFFIRMATIVE ACTION

It is the policy of the City of Eugene to treat all applicants and employees without regard to race, religion, creed, color, national origin, gender, gender identity, age, disability, marital or family status, veteran status, sexual orientation, source of income, or any other basis prohibited by local, State, or Federal law, except where there are bona fide occupational requirements. *APM No. 1.1 & 1.2*

AMERICANS WITH DISABILITIES ACT

The City of Eugene complies with the provisions of the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA), the requirements of Section 504 of the Rehabilitation Act of 1973, and applicable federal, state and local laws that protect individuals with physical and mental disabilities from discrimination in the workplace. The City is committed to being responsive to any requests for accommodation and Human Resources will provide notice to all applicants and employees of the procedures for requesting accommodation; work directly with hiring supervisors to ensure compliance to the ADA; work with supervisors to ensure they are trained on the ADA; and, work with supervisors and/or employees when accommodation needs are requested. *APM No. 1.3*

RESPECTFUL WORK ENVIRONMENT

As a City of Eugene Employee you are expected to maintain a respectful work environment for all employees free from discrimination, harassment, sexual harassment, violence, and other offensive or degrading remarks or conduct. The City prohibits unlawful harassment and/or discrimination and is committed to fair and impartial treatment of all employees, applicants, contractors, volunteers, and agents of the City. It is the responsibility of all employees and agents of the City to treat each other, as well as the public, with courtesy and consideration, to promote an atmosphere of mutual respect and to create a welcoming environment for everyone they come in contact with during the course of their work. *APM No. 1.4*

The City has established complaint processes that address concerns brought forward by employees in regards to discrimination and harassment. If you have any questions or concerns about the Respectful Work Environment policy or Complaint Procedures please share them with your supervisor and/or Human Resources staff for support.

EMPLOYEE RECORDS AND PERSONNEL FILES

Personnel files are created for all employees with the City of Eugene and are maintained in the Human Resources Office. Departments/Divisions may also create and maintain employee files, which may contain duplicates of items in the personnel file and other information that would assist the supervisor in monitoring your performance and in completing annual evaluations.

Access to personnel files is limited to authorized supervisory, management employees, and those clerical employees responsible for maintaining the files. Personnel file information is not released to others without your written consent unless required by a court order.

As a City of Eugene employee, you have the right to review your department/division and official personnel file upon request. You shall receive copies of all information that is placed in your official personnel file. You have the right to attach a statement of rebuttal to any information placed in your personnel file. *APM No. 2.1*

Other employee files that are kept separate from personnel files include: recruitment and selection files, grievance and complaint files, and employee benefits, worker's compensation and medical records containing information documenting an employee's work related medical history. This information is kept separate and accessed appropriately per City guidelines and procedures.

DEFINITION OF EMPLOYEES

As one of the largest employers in Eugene, the City is dedicated to employing individuals into multiple types of positions that fit their needs. Currently the City employs seven types of employees. These include Regular Full-time and Part-time Employees, Job-Share Employees, Temporary Employees,

Limited Duration Employees, Student Interns and Work Study Employees. These employees can be hired into Labor Union Represented or Non-Represented positions. *APM No. 3.1*

PROBATIONARY PERIOD

As a new employee, you are required to serve a probationary period. Probationary periods are part of the evaluation period for determining the qualifications of new or promoted employees and employees who have accepted a voluntary demotion or transfer to another classification. Probationary periods vary depending on whether you are a non-represented or union represented employee. Check the APM or the appropriate Union Labor Contract for specifics about your probationary period. *APM No. 3.3*

CONFLICT OF INTEREST / POLITICAL ACTIVITY / GIFT, SPONSORSHIPS, CHARITABLE CONTRIBUTIONS, & MEMBERSHIPS

All City employees are committed to acting in the interest of the public good. You are expected to demonstrate this by remaining neutral in all activities that may give rise to a real or perceived conflict of interest. One example is that, while on the job, during work hours you may not promote or oppose the nomination or election of a candidate or other official. Another example is that on occasion offers of gifts, discounts, and/or other financial benefits are made available to the City Staff. By accepting these gifts, it may be perceived that you are using your position to obtain monetary assets or are being given gifts as an encouragement to go with a specific vendor or contractor. To prevent these perceptions, the City has strict guidelines and procedures that are located in the APM. If, as an employee, you are unsure if a conflict exists, please speak to your supervisor or another appropriate staff person. *APM No. 4.1, 4.3 & 4.6*

NEPOTISM

The City prohibits relatives from directly or indirectly supervising one another. The City also prohibits romantic relationships, including dating or cohabitating, between all employees who report directly or indirectly to one another. The City also prohibits other types of personal relationships that, in particular circumstances may create actual performance issues or conflicts of interest. If these situations arise in your work unit please contact your supervisor to handle the problem. Should employees be in this situation, Human Resources and the department/division will work collaboratively to move one of the employees to another position. *APM No. 4.2*

APPEARANCE

Public relations are an integral part of each City employee's job. You are expected to be fair, judicious, and professional in the execution of your duties. Appropriate workplace attire contributes to a professional work environment. Departments and divisions may establish dress codes specific to job requirements and City services. Check with your supervisor for specifics regarding work attire and expectations. *APM No. 4.4*

OUTSIDE EMPLOYMENT

If you wish to accept additional employment while working for the City, you must request written permission of your department executive manager. Employment includes all paid employment, on-going self-employment, and volunteer work that may be similar to your paid employment with the City. Outside employment must not detract from the efficiency of, or conflict with your performance or be seen as a conflict of interest. The APM policy has additional information on this policy along with access to the form. *APM No. 4.5*

USE OF CITY EQUIPMENT AND PROPERTY

As an employee with the City of Eugene you will have access to City equipment, facilities, supplies and other property that are to be used for business purposes only, except for occasional use of office equipment as defined by policy. The City reserves the right to search or inspect City equipment or

facilities, such as desks, phone records, files, lockers, computer usage or offices if there is a work-related or administrative purpose. Abuse or misuse of City equipment, facilities, supplies, or other property will be grounds for disciplinary action.

As a City of Eugene employee, all emails and other types of communication produced in your work area are subject to public information request laws. Please work with your supervisor to fully understand the impacts of this responsibility. *APM No. 4.7*

SMOKING POLICY

The use of any lighted smoking instrument or device is strictly prohibited in indoor work areas at all facilities owned, leased, and operated by the City of Eugene, including all motor vehicles and motorized equipment owned, leased, and operated by the City of Eugene.

Individual departments may elect to prohibit oral use of tobacco products (i.e., chewing tobacco) if there is evidence that vehicle and/or facility cleanliness is being adversely effected by the use of such products. Please speak with your supervisor for specific information about designated smoking areas and the use of tobacco products. *APM No. 5.2*

EMPLOYEE SUBSTANCE ABUSE POLICY

It is the goal of the City of Eugene to maintain a workplace free of the impairments of drugs, alcohol, medication or other substances. Employees are prohibited from the unlawful buying, selling, transporting, possessing, and/or providing of drugs; use of alcohol and/or drugs; being under the influence while at work; having a detectable odor of alcohol on the breath; or failure to report limitations or impairments caused by prescribed or over the counter medication.

Violations of the Employee Substance Abuse policy will be handled on a case-by-case basis and may result in discipline up to and including discharge. *APM No. 5.3*

VEHICLE USE POLICY

There are times during your employment that you may need to use a City-Owned Vehicle. City vehicles may be used for City business purposes only. Before being able to operate a City-Owned Vehicle, you must complete the [Driving Record Review Form](#), have an operating Oregon driver's license, and have watched the [Class C Operator's Training Video](#).

All City employees who are required to operate a vehicle are expected to maintain a good driving record. All employees who operate City vehicles will be entered into the State of Oregon Auto Flag System which generates a report anytime there is an action taken on a license that is entered into the system. This system helps make certain that employees who operate City vehicles have a valid and correct classification of license for the vehicle they operate. If you operate City vehicles and have a change in your operator's license status, you must report that change to your supervisor immediately. *APM No. 5.8*

RESTS, BREAK AND MEAL PERIODS

Rest Periods

As a City employee, you are entitled to a 15-minute rest period near the midpoint of every 4 hours of work. For a work shift over 2 hours but less than 6 hours, you are entitled to one 15-minute rest period. For a work shift over 6 hours but less than 10 hours, you are entitled to two 15-minute rest periods. For shifts over 10 hours but less than 14 hours, a third 15 minute rest period is required. For specified rest period information please consult your Union Labor Contract.

Rest periods should be taken as nearly as possible in the middle of the work segment. Rest periods must be taken during the appropriate work segment and cannot be added to the meal period, taken at the beginning or end of shift, or "saved" for another time. *APM No. 6.2*

Meal Periods

You are provided either 30 minutes or 1 hour per meal period for any shift 6 hours or more in length. No meal period is required if the work period is less than 6 hours. This time is unpaid as long as you are relieved of all duties. If you perform any job duties during the meal period, that portion of the meal time must be paid. You are expected to notify your supervisor as soon as possible if this occurs. Meal periods may not be added with rest periods or taken at the beginning or end of the work shift. *APM No. 6.2*

Break Time for Nursing Mothers

An employee needing to express milk for her child 18 months of age or younger will be provided a reasonable amount of break time to express milk as frequently as needed by the nursing mother. The length and frequency of each employee's lactation breaks could vary based on the needs of the individual employee and the location and logistics of the space provided. At minimum, the employee shall be provided with a 30 minute unpaid rest period during each four hour work period, to be taken by the employee approximately in the middle of the work period. *APM No. 6.8*

OVERTIME AND COMP TIME

Overtime

According to State and Federal wage and hour laws, work performed by covered employees in excess of 40 hours per work week constitutes overtime. Covered employees must be compensated in cash or compensatory time off at time and one-half (1 and 1/2) their regular rate of pay. A work week consists of 7 consecutive 24-hour periods, i.e., 168 consecutive hours, designated by the employer. The work week may begin at any particular time of the day and any day of the week. Work weeks for firefighters and police may vary from this requirement.

Because union-represented employees have additional provisions for the payment of overtime in their collective bargaining contracts, the above minimum requirements of the law apply only to employees designated as confidential exempt and temporary employees.

All overtime should be approved by your supervisor before using it. Unapproved overtime can have severe impacts on budgets and work processes. Check with your supervisor on the appropriate way to get overtime approval. *APM No. 6.6*

Compensatory Time Accrual Limits

Compensatory time may not accrue beyond eighty 80 hours (112 hours for 56 hour/shift employees), except in emergency situations and with executive manager approval. When accrual is allowed to exceed eighty 80 hours (112 for 56 hour/shift employees), you must use or be paid for the excess accrual within 12 months. Accrued compensatory time is compensable upon termination.

Union Labor Contracts may vary from this policy. The contract language prevails and must be checked for accrual limitations and other stipulations. *APM No. 6.6*

TARDINESS, ABSENTEEISM, AND ATTENDANCE

Attendance is an essential aspect of every position at the City of Eugene. Tardiness and absenteeism adversely affect the efficiency and service level of City departments.

As a City of Eugene Employee, you are expected to adhere to your specified work schedule, report to work on time every scheduled work day, and be at your work station in a fit condition and ready to work at the start of your shift. If unable to report to work at the designated start of your shift, you must follow the appropriate call in and notification procedures set by your work division.

Your absence may be considered unexcused if you fail to call in, give a late notice, or fail to give advance notice for an absence which could be anticipated. Unexcused absences along with excessive tardiness or absences are grounds for disciplinary action.

In the event you are absent for three consecutive work days or more without prior notice or approval and if the City determines that there is not sufficient justification for the lack of notice, then such absence is viewed as job abandonment. *APM No. 6.7*

MERIT INCREASES

You may be considered for a merit increase after 12 months of employment and then every year thereafter. Merit pay increases are based on your satisfactory work performance and should be considered during the annual performance evaluation process. Supervisors may award you for exceptional or outstanding work performance. Supervisors not awarding a merit pay increase will notify you in writing prior to merit review.

For Merit Increases related to Union Represented Employees, see Appropriate Union Labor Contract. *APM No. 7.4*

EMPLOYEE BENEFITS

The City of Eugene offers employee benefits that include Medical, Dental and Vision Coverage, Life and Long Term Disability Insurance, a Deferred Compensation Program, Retirement Benefits and Flexible Spending Accounts.

As a new employee, you will be given a benefits packet on your first day of work that includes information on benefit enrollment timelines. You will also be notified of the opportunity to learn more about your benefits at a group benefit information session, which is normally held the last Friday of each month.

As a new or newly eligible employee, you will have 60 days from your date of hire to enroll in one of the City's health plans or to opt out of health insurance coverage. If you do not do so, you will be automatically enrolled in employee-only coverage on the City of Eugene's default health plan, and will have two calendar weeks immediately following to enroll eligible dependents in the default health plan. Coverage and applicable payroll deductions will be retroactive to when they would have been effective if you had enrolled during their initial enrollment period. *APM No. 9.1-9.9*

For detailed information about benefits, including a Basic Benefits Package summary, please visit the [Employee Benefits website](#) or contact the Risk Services.

PERS/OPSRP Retirement Plans

Qualifying employees at the City of Eugene are eligible for membership in the Oregon Public Service Retirement Plan (OPSRP) or the Oregon Public Employees Retirement System (PERS).

If you are already a member of OPSRP/PERS and you are hired into a position with the City, you will resume your membership immediately upon hire.

If you are not already a member of OPSRP/PERS when hired, you will become an OPSRP member after six full calendar months of qualifying employment. Membership is effective the first day of the month after completion of the six-month waiting period.

The City contributes 6% of each eligible employee's salary as the employee's contribution to their Individual Account Program. Consult the [PERS website](#) for more information on benefits calculations, retirement ages and other details of the PERS and OPSRP plans. *APM No. 9.6*

HOLIDAYS

The City provides paid time off on recognized holidays. The City recognizes 10 holidays throughout the calendar year. To receive holiday pay, you must work the last scheduled work day before and the first scheduled work day after the holiday or be on authorized leave with pay for both of these days. For a list of City holidays consult your Union Labor Contract or the APM. *APM No. 10.1*

VACATION AND SICK LEAVE

As a City of Eugene Employee, you will accrue vacation and sick leave based on your length of service and percent time of your appointment. Employees accrue time so that they are eligible to take paid time off for vacation and sick time. For leave accrual rates refer to your Union Labor Contract or the APM. *APM No. 10.3 & 11.2*

LEAVES OF ABSENCE

Family, Medical, and Parental Leave

The City provides eligible employees with family, medical, and parental leaves of absence when deemed necessary for circumstances covered under and consistent with Federal and State law. You must provide verbal or written notice to your supervisor within 30 days in which the leave is to begin if the leave is foreseeable. You will need to work with your supervisor to arrange the leave schedule and prepare for your absence. To determine if you qualify for leave under State or Federal law refer to the Family and Medical Leave Guide on the [Employee Benefits website](#). *APM No. 11.1*

Leaves of Absence with Pay

You are eligible for paid leaves of absence to include, but not limited to: vacation, sick leave, military leave, compassionate leave, jury duty, and being a witness in court of law. Requests for leaves of absence must be submitted in the approved manner as designated by your department/division. *APM No. 11.2, 11.4, 11.5, 11.6, & 11.7*

Leaves of Absence without Pay (LWOP)

You may be granted a leave of absence without pay (LWOP) for up to 12 months. Reasons for LWOP include, but are not limited to: illness, educational opportunities, parental responsibilities arising from birth or adoption, and family illness. Leave of absence will not be granted if you have accepted regular on-going employment with another employer.

Leave without pay is normally granted only after you have exhausted all appropriate accrued leave. However, division managers may recommend an exception to exhausting accrued leave before beginning LWOP. All exceptions must be reviewed and approved by Human Resources. *APM No. 11.8*

DISCIPLINARY PROCESS

The City of Eugene believes in holding employees accountable for their conduct and performance and has established a structured corrective action process to improve and prevent recurrences of undesirable

behavior and/or performance issues. The progressive discipline process generally proceeds from oral reprimand, written reprimand, suspension, and finally termination. The City reserves the right to skip steps depending on the facts of the situation and severity of misconduct. Other forms of discipline such as demotion or denial of merit may be used when deemed appropriate.

General causes of discipline include, but are not limited to: insubordination, poor performance, excessive absence and/or tardiness, violation of safety policies, offensive conduct, willful disobedience or failure to follow supervisory directive, misuse of City property, and dishonesty.

Disciplinary actions, when directed toward regular, non-probationary employees, are subject to review. Non-represented employees may grieve a disciplinary action under the [City's Complaint Policy and Process](#). Union employees may use the grievance procedures set forth in their contract. *APM No. 12.1, 12.2 & 12.3*

WEAPONS POLICY

The City of Eugene is committed to providing a safe working environment for all employees, volunteers, and interns. In order to meet this goal, the City prohibits the possession of any dangerous weapon while on duty or at any other time while in a City owned or controlled building, job site, or vehicle. If you have any questions about the intent or application of this policy, contact Human Resources. *APM No. 15.1*

WORKPLACE VIOLENCE

It is the responsibility of all employees and agents of the City to create and maintain a work environment free of violence. Any act of violence or intimidation, including verbal or physical threats, is strictly prohibited at all times. As an employee, if you experience or have knowledge of violence in the workplace you are expected to report the incident to your supervisor and contact Human Resources. If a report is made of workplace violence, Human Resources will complete a thorough investigation. *APM No. 15.2*

EMPLOYEE SAFETY

The City of Eugene is committed to providing a safe and healthy workplace for all City employees in compliance with State and Federal safety laws. The City is also committed to having a proactive and effective safety program with support of both management and employees. *APM No. 15.4*

WORKERS' COMPENSATION

The City provides Workers' Compensation benefits for eligible employees in accordance with Oregon law through a self-insured program administered by a third party administrator. Benefits include, but are not limited to: medical, temporary disability, permanent disability, and vocational absence. For more information review the [Workers Compensation Guide](#). *APM No. 17.1*

City of Eugene
EMPLOYEE HANDBOOK
-HANDBOOK ACKNOWLEDGEMENT-

HANDBOOK ACKNOWLEDGEMENT

I understand that I am responsible for reading this handbook, familiarizing myself with its contents, and adhering to all of the policies and procedures of the City of Eugene, whether set forth in this handbook or elsewhere. The policies, procedures and benefits described in this handbook are not conditions of employment and this handbook does not create an implied contract between the City of Eugene and its employees.

I understand that the City of Eugene reserves the right to modify this handbook, amend or terminate any policies, procedures or employee benefit whether or not described in this handbook at any time, with or without notice. Policies, procedures or employee benefits contained herein were adopted by the City of Eugene on or before May 1st, 2012 and supersede previous policy.

I acknowledge that I have read the information within this handbook.

Employee Name (printed)	Date	Employee Signature	Date
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Supervisor Signature	Date
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This signed acknowledgement needs to be submitted to the Human Resources office to be placed in the employee's personnel file.

Senate Bill 111

Printed pursuant to Senate Interim Rule 213.28 by order of the President of the Senate in conformance with pre-session filing rules, indicating neither advocacy nor opposition on the part of the President (at the request of Attorney General Hardy Myers for Department of Justice)

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**.

Creates planning authority in each county to develop plan concerning use of deadly physical force by police officers. Directs planning authority to submit plan to governing body of each law enforcement agency within county except Department of State Police and Department of Justice. Specifies required elements of plan. Directs governing body to approve or disapprove plan.

Authorizes Department of Justice, to extent funds are appropriated for such purposes, to make grants to law enforcement agencies for expenses incurred in implementing and revising approved plans.

Establishes procedures for law enforcement agencies to follow in dealing with use of deadly physical force and for grand jury proceedings in which use of deadly physical force is element.

Appropriates moneys from General Fund to Department of Justice for grants and for grand jury recording and transcription costs.

Declares emergency, effective on passage.

A BILL FOR AN ACT

1
2 Relating to use of physical force; creating new provisions; amending ORS 132.090, 132.330, 132.430,
3 146.135, 181.640 and 181.662; appropriating money; and declaring an emergency.

4 **Be It Enacted by the People of the State of Oregon:**

SECTION 1. As used in sections 1 to 7 of this 2007 Act:

5
6 (1) **"Employ," when used in the context of the relationship between a law enforcement**
7 **agency and a police officer, includes the assignment of law enforcement duties on a volunteer**
8 **basis to a reserve officer.**

9 (2) **"Law enforcement agency" means the Department of State Police, the Department**
10 **of Justice, a district attorney, a political subdivision of the State of Oregon and a municipal**
11 **corporation of the State of Oregon, that maintains a law enforcement unit as defined in ORS**
12 **181.610 (12)(a)(A).**

13 (3) **"Police officer" means a person who is:**

14 (a) **A police officer or reserve officer as defined in ORS 181.610; and**

15 (b) **Employed by a law enforcement agency to enforce the criminal laws of this state.**

16 **SECTION 2. (1) There is created in each county a deadly physical force planning author-**
17 **ity consisting of the following members:**

18 (a) **The district attorney and sheriff of the county.**

19 (b) **A nonmanagement police officer selected by the district attorney and sheriff. If there**
20 **are unions representing police officers within the county, the district attorney and sheriff**
21 **shall select the police officer from among candidates nominated by any union representing**
22 **police officers within the county.**

23 (c) **If at least one city within the county employs a police chief, a police chief selected**
24 **by the police chiefs within the county.**

NOTE: Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted. New sections are in **boldfaced** type.

1 (d) A representative of the public selected by the district attorney and sheriff. The person
 2 selected under this paragraph may not be employed by a law enforcement agency.

3 (e) A representative of the Oregon State Police selected by the Superintendent of State
 4 Police.

5 (2) The district attorney and sheriff are cochairpersons of the planning authority.

6 (3) The law enforcement agency that employs the police officer selected under subsection
 7 (1)(b) of this section shall release the officer from other duties for at least 16 hours per year
 8 to enable the officer to serve on the planning authority. The agency shall compensate the
 9 officer at the officer's regular hourly wage while the officer is engaged in planning authority
 10 activities.

11 (4) The planning authority shall develop a plan consisting of the following:

12 (a) An element dealing with education, outreach and training regarding the use of deadly
 13 physical force for police officers, attorneys employed by state or local government within the
 14 county and members of the community.

15 (b) An element dealing with the immediate aftermath of an incident in which a police
 16 officer used deadly physical force.

17 (c) An element dealing with the investigation of an incident in which a police officer used
 18 deadly physical force.

19 (d) An element dealing with the exercise of district attorney discretion to resolve issues
 20 of potential criminal responsibility resulting from a police officer's use of deadly physical
 21 force.

22 (e) An element dealing with collecting information regarding a police officer's use of
 23 deadly physical force, debriefing after an incident in which a police officer used deadly
 24 physical force and revising a plan developed under this subsection based on experience.

25 (f) An estimate of the fiscal impact on the law enforcement agencies to which the plan
 26 applies of each element described in paragraphs (a) to (e) of this subsection.

27 (5) The planning authority shall conduct at least one public hearing in the county before
 28 submitting a plan, or a revision of a plan, to the governing bodies in the county under sub-
 29 section (7) of this section.

30 (6) The planning authority may consult with anyone the planning authority determines
 31 may be helpful in carrying out its responsibilities.

32 (7) The planning authority shall submit the plan developed under subsection (4) of this
 33 section, and revisions of the plan, to the governing body of each law enforcement agency
 34 within the county except for the Department of State Police and the Department of Justice.

35 (8) A governing body shall approve or disapprove the plan submitted to it under sub-
 36 section (7) of this section within 60 days after receiving the plan. The governing body may
 37 not amend the plan.

38 (9) If the plan is not approved by at least two-thirds of the governing bodies to which the
 39 plan is submitted, the planning authority shall develop and submit a revised plan.

40 (10) If the plan is approved by at least two-thirds of the governing bodies to which the
 41 plan is submitted, the planning authority shall submit the approved plan to the Attorney
 42 General. No later than 30 days after receiving the plan, the Attorney General shall review
 43 the plan for compliance with the minimum requirements described in section 3 of this 2007
 44 Act. If the Attorney General determines that the plan complies with the minimum require-
 45 ments, the Attorney General shall approve the plan. Upon approval of the plan:

1 (a) Each law enforcement agency within the county to which the plan applies is subject
 2 to the provisions of the plan; and

3 (b) Each law enforcement agency subject to the plan is entitled to grants as provided in
 4 section 4 of this 2007 Act.

5 (11) If the plan is not approved by the Attorney General, the planning authority shall
 6 develop and submit a revised plan.

7 (12) Notwithstanding subsection (10)(a) of this section, a law enforcement agency is not
 8 subject to a provision of a plan approved under subsection (10) of this section that:

9 (a) Conflicts with a provision of a city or county charter or a general ordinance that
 10 applies to the law enforcement agency; or

11 (b) Imposes an obligation not required by section 5 of this 2007 Act if complying with the
 12 provision would require the law enforcement agency to budget moneys, or submit a revenue
 13 measure for a vote of the people, in order to comply with the provision.

14 (13) The Attorney General shall periodically publish all approved plans.

15 (14) A law enforcement agency within a county has a duty to participate in good faith in
 16 the planning process of the planning authority for the county.

17 (15) A person bringing an action challenging the validity or enforceability of a plan ap-
 18 proved under subsection (10) of this section shall serve the Attorney General with a copy of
 19 the complaint. If the Attorney General is not a party to the action, the Attorney General
 20 may intervene in the action.

21 **SECTION 3.** In the plan required by section 2 (4) of this 2007 Act, a deadly physical force
 22 planning authority shall, at a minimum:

23 (1)(a) Address, under section 2 (4)(a) of this 2007 Act, the manner in which each law
 24 enforcement agency within the county will comply with section 5 (2) of this 2007 Act; and

25 (b) Attach a copy of each policy adopted under section 5 (2) of this 2007 Act to the plan.

26 (2) Address, under section 2 (4)(b) of this 2007 Act, the manner in which each law
 27 enforcement agency within the county will comply with section 5 (3)(a) and (4) of this 2007
 28 Act.

29 (3) Address, under section 2 (4)(c) of this 2007 Act, the manner in which each law
 30 enforcement agency within the county will comply with section 5 (5)(a) of this 2007 Act.

31 (4) Address, under section 2 (4)(d) of this 2007 Act, the manner in which the district at-
 32 torney of the county will comply with ORS 146.135 (2).

33 (5) Address, under section 2 (4)(e) of this 2007 Act, the manner in which each law
 34 enforcement agency within the county will comply with section 5 (6) of this 2007 Act.

35 **SECTION 4.** (1) As used in this section, “expenses” does not include personnel costs.

36 (2) To the extent that funds are appropriated to it for such purposes, the Department
 37 of Justice shall make grants to law enforcement agencies to reimburse the law enforcement
 38 agencies for expenses incurred in implementing and revising the plans required by section 2
 39 of this 2007 Act. A grant under this section may not exceed 75 percent of the expenses in-
 40 curred by the law enforcement agency.

41 (3) The department may not make a grant under this section to a law enforcement
 42 agency unless the law enforcement agency is subject to a plan that has been approved by the
 43 Attorney General under section 2 (10) of this 2007 Act.

44 (4) The department shall adopt rules necessary for the administration of this section.

45 **SECTION 5.** (1) As used in this section, “involved officer” means:

1 (a) A police officer whose official conduct, or official order to use deadly physical force,
 2 was a cause in fact of the death of a person. As used in this paragraph, “order to use deadly
 3 physical force” means an order issued to another officer to use deadly physical force in a
 4 specific incident or an order or directive establishing rules of engagement for the use of
 5 deadly physical force for a specific incident.

6 (b) A police officer whose official conduct was not a cause in fact of the death of a person
 7 but whose official involvement in an incident in which the use of deadly physical force by a
 8 police officer resulted in the death of a person:

9 (A) Began before or during the use of the deadly physical force; and

10 (B) Was reasonably likely to have exposed the police officer to greater stresses or trauma
 11 than other police officers experienced as a result of their involvement in the incident before
 12 or during the use of the deadly physical force.

13 (2) A law enforcement agency shall adopt a policy dealing with the use of deadly physical
 14 force by its police officers. At a minimum, the policy must include guidelines for the use of
 15 deadly physical force.

16 (3)(a) For each involved officer employed by a law enforcement agency, the law enforce-
 17 ment agency shall pay the costs of at least two sessions with a mental health professional
 18 that are attended by the officer. The sessions must be held within six months after the in-
 19 cident in which the officer was involved.

20 (b) An involved officer shall attend at least one of the sessions described in paragraph
 21 (a) of this subsection.

22 (c) Sessions with a mental health professional under this subsection may not be substi-
 23 tuted for a fitness for duty examination required or requested as a condition of employment
 24 by the law enforcement agency that employs the involved officer.

25 (4) For at least 72 hours immediately following an incident in which the use of deadly
 26 physical force by a police officer resulted in the death of a person, a law enforcement agency
 27 may not return an involved officer to duties that might place the officer in a situation in
 28 which the officer has to use deadly physical force. A law enforcement agency may not reduce
 29 an involved officer’s pay or benefits as a result of the law enforcement agency’s compliance
 30 with this subsection. Notwithstanding section 4 (1) of this 2007 Act, a personnel cost in-
 31 curred in complying with this subsection by a law enforcement agency employing 40 or fewer
 32 police officers is an expense for purposes of section 4 of this 2007 Act.

33 (5)(a) A law enforcement agency employing an involved officer shall include at least one
 34 police officer from a different law enforcement agency in the investigation of the incident in
 35 which the involved officer was involved.

36 (b) The failure of a law enforcement agency to comply with paragraph (a) of this sub-
 37 section is not grounds for suppressing evidence obtained in the investigation.

38 (6)(a) A law enforcement agency shall collect at least the following information relating
 39 to incidents in which a police officer’s use of deadly physical force resulted in the death of
 40 a person:

41 (A) The name, gender, race, ethnicity and age of the decedent.

42 (B) The date, time and location of the incident.

43 (C) A brief description of the circumstances surrounding the incident.

44 (b) A law enforcement agency shall promptly submit the information collected under
 45 paragraph (a) of this subsection to the Department of Justice.

1 **(7) The department shall compile and periodically publish information submitted under**
 2 **subsection (6) of this section. The department, by rule, may specify a form to be used by law**
 3 **enforcement agencies in submitting information under subsection (6) of this section.**

4 **SECTION 6. Conclusions and recommendations for future action made by or for a law**
 5 **enforcement agency that result from activities conducted pursuant to the element of a plan**
 6 **described in section 2 (4)(e) of this 2007 Act are not admissible as evidence in any subsequent**
 7 **civil action or administrative proceeding.**

8 **SECTION 7. (1) Notwithstanding sections 2, 3, 5 (3) and (6) and 12 of this 2007 Act, if**
 9 **sufficient moneys are not appropriated to the Department of Justice for purposes of making**
 10 **grants under section 4 of this 2007 Act, a deadly physical force planning authority created**
 11 **by section 2 of this 2007 Act or a law enforcement agency is not required to comply with any**
 12 **requirement of section 2, 3 or 5 (3) or (6) of this 2007 Act for which the law enforcement**
 13 **agency is entitled to reimbursement under section 4 of this 2007 Act.**

14 **(2) If sufficient moneys are not appropriated to the Department of Justice to pay the**
 15 **costs of recording and transcribing testimony before a grand jury as required by section 12**
 16 **of this 2007 Act:**

17 **(a) The Department of Justice is not required to comply with section 12 (5) of this 2007**
 18 **Act; and**

19 **(b) A district attorney is not required to comply with section 12 of this 2007 Act.**

20 **SECTION 8. ORS 132.330 is amended to read:**

21 132.330. **(1) The district attorney may submit an indictment to the grand jury in any case when**
 22 **the district attorney has good reason to believe that a crime has been committed which is triable**
 23 **within the county.**

24 **(2) The district attorney may present facts to the grand jury about an incident in which**
 25 **a police officer used deadly physical force.**

26 **SECTION 9. ORS 132.090 is amended to read:**

27 132.090. **(1) Except as provided in subsections (2) and (3) of this section and section 12 of this**
 28 **2007 Act, no person other than the district attorney or a witness actually under examination shall**
 29 **be present during the sittings of the grand jury.**

30 **(2) If not otherwise required under section 12 of this 2007 Act, upon a motion filed by the**
 31 **district attorney in the circuit court, the circuit judge may appoint a reporter who shall attend the**
 32 **sittings of the grand jury to take and report the testimony in any matters pending before the grand**
 33 **jury, and may appoint a parent, guardian or other appropriate person 18 years of age or older to**
 34 **accompany any child 12 years of age or younger, or any person with mental retardation, during an**
 35 **appearance before the grand jury. The circuit judge, upon the district attorney's showing to the**
 36 **court that it is necessary for the proper examination of a witness appearing before the grand jury,**
 37 **may appoint a guard, medical or other special attendant or nurse, who shall be present in the grand**
 38 **jury room and shall attend such sittings.**

39 **(3) The district attorney may designate an interpreter who is certified under ORS 45.291 to in-**
 40 **terpret the testimony of witnesses appearing before the grand jury. The district attorney may des-**
 41 **ignate a qualified interpreter, as defined in ORS 45.288, if the circuit court determines that a**
 42 **certified interpreter is not available and that the person designated by the district attorney is a**
 43 **qualified interpreter as defined in ORS 45.288. An interpreter designated under this subsection may**
 44 **be present in the grand jury room and attend the sittings of the grand jury.**

45 **(4) No person other than members of the grand jury shall be present when the grand jury is**

1 deliberating or voting upon a matter before it.

2 (5) As used in this section, “mental retardation” has the meaning given that term in ORS
3 427.005. Mental retardation may be shown by attaching to the motion of the district attorney:

4 (a) Documentary evidence of intellectual functioning; or

5 (b) The affidavit of a qualified person familiar with the person with mental retardation. “Quali-
6 fied person” includes, but is not limited to, a teacher, therapist or physician.

7 **SECTION 10. The Legislative Assembly finds that:**

8 (1) Grand juries originally were created and have existed for centuries as a check against
9 potential abuse of the government’s power to charge individuals with crimes.

10 (2) Grand jury proceedings are kept secret to help protect witnesses, victims and grand
11 jurors against retaliation and innocent persons against wrongful accusations of crime.

12 (3) As authorized by law and as guided by the policies of law enforcement agencies, police
13 officers may cause the death of a person by the use of deadly physical force.

14 (4) The use of deadly physical force by a police officer that results in the death of a
15 person requires a level of public scrutiny that uniquely justifies limited intrusions into the
16 secrecy historically accorded grand jury proceedings.

17 **SECTION 11. Section 12 of this 2007 Act is added to and made a part of ORS 132.310 to
18 132.390.**

19 **SECTION 12. (1) As used in this section:**

20 (a) “Certified shorthand reporter” has the meaning given that term in ORS 8.415.

21 (b) “Involved officer” has the meaning given that term in section 5 of this 2007 Act.

22 (c) “Police officer” has the meaning given that term in section 1 of this 2007 Act.

23 (2) A proceeding before a grand jury must be on the record and recorded by a certified
24 shorthand reporter as provided in this subsection if the proceeding has been convened to
25 examine the use of deadly physical force by a police officer that resulted in the death of a
26 person. When a proceeding is required to be on the record under this subsection, the district
27 attorney shall ensure that a certified shorthand reporter attends the sittings of the grand
28 jury to take and report the questioning and testimony of all witnesses. The certified short-
29 hand reporter may not record any information that reveals the identity of a grand juror. The
30 certified shorthand reporter may not be present during, or record, the deliberations of the
31 grand jury.

32 (3) Unless the certified shorthand reporter can show good cause why the time should be
33 extended, no later than seven days after a grand jury in a proceeding required to be on the
34 record under subsection (2) of this section determines that no criminal charges should be
35 returned or returns an indictment indorsed “not a true bill,” the certified shorthand reporter
36 shall provide a certified transcript of the report to the district attorney of the county in
37 which the incident occurred.

38 (4)(a) No later than five days after receiving the transcript from the certified shorthand
39 reporter, the district attorney shall send notice of the following to all witnesses who ap-
40 peared before the grand jury:

41 (A) The witness’s right to file a petition under subsection (6) of this section;

42 (B) The time period within which the petition must be filed; and

43 (C) The witness’s right to review the transcript and submit objections to the accuracy
44 of the transcript as provided in paragraph (b) of this subsection.

45 (b) No later than seven days after the district attorney sends the notice required by

1 paragraph (a) of this subsection, a witness may:

2 (A) Review, under the supervision of the district attorney, the portion of the grand jury
3 transcript in which the witness's testimony is transcribed; and

4 (B) Submit an objection to the accuracy of the transcription of the witness's testimony.
5 A witness submitting an objection under this subparagraph shall attach the objection to the
6 transcript.

7 (c) No earlier than eight days after sending the notice required by paragraph (a) of this
8 subsection, the district attorney shall provide a copy of the complete transcript to each in-
9 volved officer in the incident and to the law enforcement agency that employs each involved
10 officer.

11 (5) The Department of Justice shall pay the costs of the recording and the transcripts
12 required by subsections (2) and (3) of this section.

13 (6)(a) No later than 14 days after the district attorney sends the notice required by sub-
14 section (4)(a) of this section, the district attorney, an involved officer, the law enforcement
15 agency employing the involved officer or any witness who appeared before the grand jury
16 may petition the circuit court for a judgment sealing all or part of the transcript or delaying
17 the public release of all or part of the transcript. The petition must be served on the district
18 attorney, the involved officer and the law enforcement agency employing the involved officer.
19 The petition must be supported by an affidavit showing why the public interest in disclosure
20 is outweighed by one of the factors listed in subsection (7)(b) of this section.

21 (b) If no petition is timely filed, the district attorney shall make the transcript available
22 to any person upon request and payment of copying fees set under ORS 192.440.

23 (7)(a) No later than seven days after service under subsection (6)(a) of this section, the
24 district attorney, an involved officer or the law enforcement agency that employs the in-
25 volved officer may file an objection to the petition. If no objection is timely filed, the court
26 may rule without a hearing on the petition. If an objection is timely filed, the court shall hold
27 a hearing on the petition no later than seven days after the time for filing objections has
28 expired.

29 (b) The court shall deny the petition unless the court finds that the public interest in
30 disclosure is outweighed by:

31 (A) The impairment of the proceeding or prosecution of any criminal matter related to
32 the proceeding;

33 (B) The probable prejudice to the right of a witness who appeared before the grand jury
34 or of an involved officer to a fair trial; or

35 (C) The privacy right of a witness who appeared before the grand jury.

36 (8) When the court determines that all or part of the transcript should be sealed or that
37 disclosure of all or part of the transcript should be delayed, the court shall enter a judgment
38 sealing the transcript or portions of the transcript or delaying the public release of the
39 transcript or portions of the transcript.

40 (9) A judgment sealing or delaying release of all or any portion of a transcript based on
41 subsection (7)(b)(B) or (C) of this section has no further effect with respect to public release
42 of the transcript after a witness whose testimony is subject to the judgment:

43 (a) Files a civil action against an involved officer or the law enforcement agency em-
44 ploying the involved officer; or

45 (b) Gives testimony, including depositions, in a civil or criminal action arising out of the

1 **incident in which deadly physical force was used.**

2 **(10) The testimony of a police officer who is the subject of an investigation of the use of**
 3 **deadly physical force and who is called as a witness before a grand jury in a proceeding re-**
 4 **quired to be on the record under subsection (2) of this section is not admissible evidence in**
 5 **a civil proceeding except:**

6 **(a) When the testimony before the grand jury is compelled under ORS 136.617; or**

7 **(b) When the testimony before the grand jury is offered as a prior inconsistent statement**
 8 **to impeach the witness.**

9 **(11) This section does not create a cause of action.**

10 **(12) The failure of a certified shorthand reporter to record all of the grand jury pro-**
 11 **ceeding required to be recorded under subsection (2) of this section does not affect the va-**
 12 **lidity of any indictment or prosecution that arises from the proceeding.**

13 **SECTION 13.** ORS 146.135 is amended to read:

14 146.135. (1) The district attorney for the county where the death occurs may order an inquest
 15 to obtain a jury finding of the cause and manner of death in any case requiring investigation.

16 **(2) The district attorney may not order an inquest under this section concerning a death**
 17 **that resulted from a police officer’s use of, or order to use, deadly physical force until after**
 18 **the district attorney has determined that the police officer did not commit a crime or a**
 19 **grand jury has received testimony concerning the incident and has declined to indict the**
 20 **police officer. As used in this subsection, “police officer” has the meaning given that term**
 21 **in section 1 of this 2007 Act.**

22 [(2)] (3) For the purpose of conducting an inquest, the district attorney shall have the powers
 23 of a judicial officer as described by ORS 1.240 and 1.250.

24 [(3)] (4) The district attorney shall advise the jury of inquest as to its duties and instruct the
 25 jury on questions of law.

26 [(4)] (5) The district attorney shall cause a record of the inquest proceedings to be made which
 27 shall include the written order of inquest, a record of the testimony of witnesses and the written
 28 verdict of the jury.

29 [(5)] (6) Within a reasonable time after the verdict is returned, the record of inquest shall be
 30 filed in the district medical examiner’s office for the county where the inquest was held.

31 [(6)] (7) A copy of the order of inquest and verdict of the jury shall be filed in the State Medical
 32 Examiner’s office.

33 [(7)] (8) The record of inquest shall be available for inspection as provided by ORS 146.035 (5).

34 **SECTION 14.** ORS 146.135, as amended by section 13 of this 2007 Act, is amended to read:

35 146.135. (1) The district attorney for the county where the death occurs may order an inquest
 36 to obtain a jury finding of the cause and manner of death in any case requiring investigation.

37 (2) The district attorney may not order an inquest under this section concerning a death that
 38 resulted from a police officer’s use of, or order to use, deadly physical force [*until after the district*
 39 *attorney has determined that the police officer did not commit a crime or a grand jury has received*
 40 *testimony concerning the incident and has declined to indict the police officer*]. As used in this sub-
 41 section, “police officer” has the meaning given that term in section 1 of this 2007 Act.

42 (3) For the purpose of conducting an inquest, the district attorney shall have the powers of a
 43 judicial officer as described by ORS 1.240 and 1.250.

44 (4) The district attorney shall advise the jury of inquest as to its duties and instruct the jury
 45 on questions of law.

1 (5) The district attorney shall cause a record of the inquest proceedings to be made which shall
 2 include the written order of inquest, a record of the testimony of witnesses and the written verdict
 3 of the jury.

4 (6) Within a reasonable time after the verdict is returned, the record of inquest shall be filed in
 5 the district medical examiner's office for the county where the inquest was held.

6 (7) A copy of the order of inquest and verdict of the jury shall be filed in the State Medical
 7 Examiner's office.

8 (8) The record of inquest shall be available for inspection as provided by ORS 146.035 (5).

9 **SECTION 15.** ORS 181.662 is amended to read:

10 181.662. (1) The Department of Public Safety Standards and Training may deny the application
 11 for training, or deny, suspend or revoke the certification, of any instructor or public safety officer,
 12 except a youth correction officer or fire service professional, after written notice and hearing con-
 13 sistent with the provisions of ORS 181.661, based upon a finding that:

14 (a) The public safety officer or instructor falsified any information submitted on the application
 15 for certification or on any documents submitted to the Board on Public Safety Standards and
 16 Training or the department.

17 (b) The public safety officer or instructor has been convicted of a crime or violation in this state
 18 or any other jurisdiction.

19 (c) The public safety officer or instructor does not meet the applicable minimum standards,
 20 minimum training or the terms and conditions established under ORS 181.640 (1)(a) to (d).

21 **(d) The public safety officer failed to comply with section 5 (3)(b) of this 2007 Act.**

22 (2) The department shall deny, suspend or revoke the certification of a fire service professional,
 23 after written notice and hearing consistent with the provisions of ORS 181.661, based upon a finding
 24 that the fire service professional has been convicted in this state of a crime listed in ORS 137.700
 25 or in any other jurisdiction of a crime that, if committed in this state, would constitute a crime
 26 listed in ORS 137.700.

27 (3) The department may deny, suspend or revoke the certification of any fire service professional
 28 after written notice and hearing consistent with the provisions of ORS 181.661, based upon a finding:

29 (a) That the fire service professional falsified any information submitted on the application for
 30 certification or on any documents submitted to the board or the department; or

31 (b) Consistent with ORS 670.280, that the fire service professional is not fit to receive or hold
 32 the certification as a result of conviction of a crime in this state, or in any other jurisdiction, other
 33 than a crime described in subsection (2) of this section.

34 (4) The department shall deny, suspend or revoke the certification of any public safety officer
 35 or instructor, except a youth correction officer, after written notice and hearing consistent with the
 36 provisions of ORS 181.661, based upon a finding that the public safety officer or instructor has been
 37 discharged for cause from employment as a public safety officer.

38 (5) The department, in consultation with the board, shall adopt rules specifying those crimes and
 39 violations for which a conviction requires the denial, suspension or revocation of the certification
 40 of a public safety officer or instructor.

41 (6) Notwithstanding the lapse, suspension, revocation or surrender of the certification of a pub-
 42 lic safety officer or instructor, the department may:

43 (a) Proceed with any investigation of, or any action or disciplinary proceedings against, the
 44 public safety officer or instructor; or

45 (b) Revise or render void an order suspending or revoking the certification.

1 (7) The department shall deny, suspend or revoke the accreditation of a training or educational
 2 program or any course, subject, facility or instruction thereof if the program, course, subject, facility
 3 or instruction is not in compliance with rules adopted or conditions prescribed under ORS 181.640
 4 (1)(g) or 181.650 (3).

5 **SECTION 16.** (1) A deadly physical force planning authority created by section 2 of this
 6 2007 Act shall submit the plan required by section 2 (4) of this 2007 Act to the governing
 7 bodies described in section 2 (7) of this 2007 Act no later than July 1, 2008.

8 (2) Notwithstanding section 2 (3) of this 2007 Act, for the period of time from the effective
 9 date of this 2007 Act to June 30, 2008, the law enforcement agency that employs the police
 10 officer selected under section 2 (1)(b) of this 2007 Act shall release the officer from other
 11 duties for at least 80 hours to enable the officer to serve on the planning authority. The
 12 agency shall compensate the officer at the officer's regular hourly wage while the officer is
 13 engaged in planning authority activities during that period of time.

14 **SECTION 17.** A law enforcement agency shall adopt the policy required by section 5 (2)
 15 of this 2007 Act no later than July 1, 2008.

16 **SECTION 18.** (1) A law enforcement agency that participates in the development of the
 17 plan required by section 2 (4) of this 2007 Act shall keep track of the expenses it incurs by
 18 reason of its participation. For purposes of this subsection and subsection (2) of this section,
 19 "expenses" includes, but is not limited to, personnel costs.

20 (2) The Department of Justice shall award a law enforcement agency one credit for each
 21 dollar of expenses incurred before July 1, 2008, by reason of the law enforcement agency's
 22 participation in the development of the plan required by section 2 (4) of this 2007 Act.

23 (3) Notwithstanding section 4 (2) of this 2007 Act, when a law enforcement agency applies
 24 for a grant under section 4 of this 2007 Act, the department, to the extent that funds are
 25 appropriated to the department for the purpose, shall make a grant that exceeds 75 percent
 26 of the expenses incurred by the law enforcement agency if the law enforcement agency has
 27 unused credits awarded under subsection (2) of this section. When the department makes a
 28 grant that exceeds 75 percent of the expenses incurred by a law enforcement agency, the
 29 department shall deduct the amount of the grant that exceeds 75 percent from the credits
 30 awarded the law enforcement agency under subsection (2) of this section.

31 (4) The department may adopt rules necessary for the administration of this section.

32 **SECTION 19.** ORS 132.430 is amended to read:

33 132.430. (1) When a person has been held to answer a criminal charge and the indictment in
 34 relation thereto is not found "a true bill," it must be indorsed "not a true bill," which indorsement
 35 must be signed by the foreman and filed with the clerk of the court, in whose office it shall remain
 36 a public record. **Except for the recording and transcript required by section 12 of this 2007**
 37 **Act,** in the case of an indictment not found "a true bill" against a person not so held, the same,
 38 together with the minutes of the evidence in relation thereto, must be destroyed by the grand jury.

39 (2) When an indictment indorsed "not a true bill" has been filed with the clerk of the court, the
 40 effect thereof is to dismiss the charge; and the same cannot be again submitted to or inquired of by
 41 the grand jury unless the court so orders.

42 **SECTION 20.** A law enforcement agency, as defined in section 1 of this 2007 Act, may not
 43 use moneys it receives under section 4 of this 2007 Act to supplant moneys from another
 44 source that the law enforcement agency has been previously authorized to expend.

45 **SECTION 21.** There is appropriated to the Department of Justice, for the biennium be-

1 **ginning July 1, 2007, out of the General Fund, the amount of \$300,000 for the purpose of**
 2 **carrying out the provisions of sections 4 and 12 (5) of this 2007 Act.**

3 **SECTION 22.** ORS 181.640 is amended to read:

4 181.640. (1) In accordance with any applicable provision of ORS chapter 183, to promote
 5 enforcement of law and fire services by improving the competence of public safety personnel and
 6 their support staffs, and in consultation with the agencies for which the Board on Public Safety
 7 Standards and Training and Department of Public Safety Standards and Training provide standards,
 8 certification, accreditation and training:

9 (a) The department shall recommend and the board shall establish by rule reasonable minimum
 10 standards of physical, emotional, intellectual and moral fitness for public safety personnel and in-
 11 structors.

12 (b) The department shall recommend and the board shall establish by rule reasonable minimum
 13 training for all levels of professional development, basic through executive, including but not limited
 14 to courses or subjects for instruction and qualifications for public safety personnel and instructors.
 15 Training requirements shall be consistent with the funding available in the department's
 16 legislatively approved budget.

17 (c) The department, in consultation with the board, shall establish by rule a procedure or pro-
 18 cedures to be used by law enforcement units, public or private safety agencies or the Oregon Youth
 19 Authority to determine whether public safety personnel meet minimum standards or have minimum
 20 training.

21 (d) Subject to such terms and conditions as the department may impose, the department shall
 22 certify instructors and public safety personnel, except youth correction officers, as being qualified
 23 under the rules established by the board.

24 (e) The department shall deny applications for training and deny, suspend and revoke certif-
 25 ication in the manner provided in ORS 181.661, 181.662 and 181.664 (1).

26 (f) The department shall cause inspection of standards and training for instructors and public
 27 safety personnel, except youth correction officers, to be made.

28 (g) The department may recommend and the board may establish by rule accreditation stan-
 29 dards, levels and categories for mandated and nonmandated public safety personnel training or ed-
 30 ucational programs. The department and board, in consultation, may establish to what extent
 31 training or educational programs provided by an accredited university, college, community college
 32 or public safety agency may serve as equivalent to mandated training or as a prerequisite to man-
 33 dated training. Programs offered by accredited universities, colleges or community colleges may be
 34 considered equivalent to mandated training only in academic areas.

35 (2) The department may:

36 (a) Contract or otherwise cooperate with any person or agency of government for the procure-
 37 ment of services or property;

38 (b) Accept gifts or grants of services or property;

39 (c) Establish fees for determining whether a training or educational program meets the accred-
 40 itation standards established under subsection (1)(g) of this section;

41 (d) Maintain and furnish to law enforcement units and public and private safety agencies infor-
 42 mation on applicants for appointment as instructors or public safety personnel, except youth cor-
 43 rection officers, in any part of the state; and

44 (e) Establish fees to allow recovery of the full costs incurred in providing services to private
 45 entities or in providing services as experts or expert witnesses.

1 (3) The department, in consultation with the board, may:

2 (a) Upon the request of a law enforcement unit or public safety agency, conduct surveys or aid
3 cities and counties to conduct surveys through qualified public or private agencies and assist in the
4 implementation of any recommendations resulting from such surveys.

5 (b) Upon the request of law enforcement units or public safety agencies, conduct studies and
6 make recommendations concerning means by which requesting units can coordinate or combine their
7 resources.

8 (c) Stimulate research by public and private agencies to improve police, fire service, corrections
9 and adult parole and probation administration and law enforcement.

10 (d) Provide grants from funds appropriated or available therefor, to law enforcement units,
11 public safety agencies, special districts, cities, counties and private entities to carry out the pro-
12 visions of this subsection.

13 (e) Provide optional training programs for persons who operate lockups. The term "lockup" has
14 the meaning given it in ORS 169.005.

15 (f) Provide optional training programs for public safety personnel and their support staffs.

16 (g) Enter into agreements with federal, state or other governmental agencies to provide training
17 or other services in exchange for receiving training, fees or services of generally equivalent value.

18 (h) Upon the request of a law enforcement unit or public safety agency employing public safety
19 personnel, except youth correction officers, grant an officer, fire service professional, telecommu-
20 nicator or emergency medical dispatcher a multidiscipline certification consistent with the minimum
21 requirements adopted or approved by the board. Multidiscipline certification authorizes an officer,
22 fire service professional, telecommunicator or emergency medical dispatcher to work in any of the
23 disciplines for which the officer, fire service professional, telecommunicator or emergency medical
24 dispatcher is certified. The provisions of ORS 181.652, 181.653 and 181.667 relating to lapse of cer-
25 tification do not apply to an officer or fire service professional certified under this paragraph as
26 long as the officer or fire service professional maintains full-time employment in one of the certified
27 disciplines and meets the training standards established by the board.

28 (i) Establish fees and guidelines for the use of the facilities of the training academy operated
29 by the department and for nonmandated training provided to federal, state or other governmental
30 agencies, private entities or individuals.

31 (4) Pursuant to ORS chapter 183, the board, in consultation with the department, shall adopt
32 rules necessary to carry out the board's duties and powers.

33 (5) Pursuant to ORS chapter 183, the department, in consultation with the board, shall adopt
34 rules necessary to carry out the department's duties and powers.

35 (6) For efficiency, board and department rules may be adopted jointly as a single set of combined
36 rules with the approval of the board and the department.

37 (7) The department shall obtain approval of the board before submitting its legislative concepts,
38 Emergency Board request or budget requests to the Oregon Department of Administrative Services.

39 **(8) The Department of Public Safety Standards and Training shall develop a training**
40 **program for conducting investigations required under section 5 of this 2007 Act.**

41 **SECTION 23. The Department of Public Safety Standards and Training shall complete**
42 **development of the training program required by ORS 181.640 (8) no later than August 31,**
43 **2008. The department shall submit a report summarizing the training program to the legis-**
44 **lative interim committees dealing with the judiciary no later than September 30, 2008.**

45 **SECTION 24. (1) Sections 4, 10 to 12 and 20 of this 2007 Act and the amendments to ORS**

1 132.090, 132.430, 181.640 and 181.662 by sections 9, 15, 19 and 22 of this 2007 Act become op-
2 erative on July 1, 2008.

3 (2) The amendments to ORS 146.135 by section 14 of this 2007 Act become operative on
4 July 1, 2009.

5 **SECTION 25.** (1) Notwithstanding the effective date of section 5 of this 2007 Act, section
6 5 (3) to (7) of this 2007 Act applies to incidents occurring on or after July 1, 2008.

7 (2) Section 12 of this 2007 Act applies to incidents occurring on or after July 1, 2008.

8 **SECTION 26.** This 2007 Act being necessary for the immediate preservation of the public
9 peace, health and safety, an emergency is declared to exist, and this 2007 Act takes effect
10 on its passage.
11

**POLICY
810**

**EFFECTIVE
DATE
9-29-14**

Eugene Police Department



Use of Deadly Force (UDF) Investigations

810.1 PURPOSE AND SCOPE

To establish policy and procedures for the investigation of an incident in which police use of deadly force (UDF) has resulted in death or serious physical injury to a person. The intent of this policy is to ensure that such incidents be investigated in a fair and impartial manner. This policy includes requirements found in ORS 181.781 *et seq.*, and the Lane County *Deadly Physical Force Plan*.

Nothing in this policy is intended to increase, modify, or in any way affect the current legal standards, nor will any deviation from these guidelines be considered a breach of any legal standard.

810.1.1 DEFINITIONS

Deadly Physical Force Plan (DPFP): The Lane County *Deadly Physical Force Plan* developed by the Lane County Use of Deadly Physical Force Planning Authority and related document(s) (e.g., IDFIT Memorandum of Understanding).

IDFIT: Lane County Interagency Deadly Force Investigations Team.

Involved Officer: An officer whose official conduct, or official order, was the cause in fact of the death or serious physical injury of a person. This term also applies to an officer whose conduct was not the cause of the death or serious physical injury, but who was involved in the incident before or during the use of deadly physical force, and this involvement was reasonably likely to expose the officer to a heightened level of stress or trauma.

Public Safety Statement: A formal, compelled statement, taken from involved officers by a scene supervisor for the purpose of identifying facts critical to the effective investigation of an officer-involved shooting and preservation of the safety of the public.

810.2 TYPES OF INVESTIGATIONS AND JURISDICTION

Uses of deadly force that result in death or serious physical injury by police involve several separate investigations. The investigations are summarized in the following chart:

UDF INVESTIGATION MATRIX

	Criminal Investigation of Suspect(s) Conduct	Criminal Investigation of Officer(s) Conduct	Civil Investigation (Potential Liability)	Administrative Investigation (Compliance with Policy)
EPD officer in Eugene	EPD (unless relinquished to another agency by Chief of Police)	IDFIT and District Attorney's Office	EPD Civil Liability Team	EPD Internal Affairs
Other agency officer in Eugene	EPD (unless relinquished to another agency by Chief of Police)	IDFIT and District Attorney's Office	Involved officer's agency	Involved officer's agency
EPD officer in other jurisdiction	Agency where incident occurred (unless relinquished to another agency by Chief of Police)	OIS (Officer Involved Shooting)/UDF protocol dictated by county where incident occurred	EPD Civil Liability Team	EPD Internal Affairs

The Department may utilize its own resources if a use of deadly physical force results only in physical injury.

810.3 THE INVESTIGATION PROCESS

The following procedures are guidelines used in the investigation of a police use of deadly force covered by this policy.

810.3.1 DUTIES OF INITIAL ON-SCENE SUPERVISOR

Upon arrival at the scene of the incident, the first uninvolved supervisor will assume the role of Incident Commander (until relinquished to another command officer or supervisor) and should ensure the following are addressed as soon as practicable:

- (a) Take all reasonable steps to obtain emergency medical attention for all apparently injured individuals.
- (b) As soon as sufficient additional officers are on scene, relieve any involved officer of his or her duties and assign those duties to an uninvolved employee.
- (c) Ensure that the crime scene is completely identified and secure, and managed consistent with any other major crime scene.
- (d) Obtain a Public Safety Statement from all involved officers. See *Use of Force Policy 810 Appendix A*.
- (e) Normally, an officer will be assigned to accompany and assist an involved officer. The involved officer should not discuss the incident with this person except as outlined in Section § 810.4.5.

(g) Provide all available information to the Watch Commander and dispatch. If feasible, sensitive information should be communicated over secure networks.

(i) As soon as practical, involved officers should be offered an opportunity for a medical examination and, if none is needed, respond or be transported (separately, if feasible) to the station for further direction.

1. Each involved officer should be given an administrative order not to discuss the incident with other involved officers pending further direction from a supervisor.

2. If the incident is a shooting, the duty weapon of any officer who fired his or her weapon, or who was in the vicinity when weapons were fired, will be seized by investigators. When an officer's weapon is taken or left at the scene (e.g., evidence), the officer will be provided with a comparable replacement weapon or be accompanied by an armed officer.

(k) Ensure that involved officers are instructed to refrain from making public statements about the investigation until such time as the investigation has been concluded and the District Attorney has made a determination regarding the criminal responsibility of all involved persons.

810.3.2 WATCH COMMANDER DUTIES

Upon learning of a UDF incident covered by this policy, the Watch Commander will normally assume incident command and will be responsible for coordinating all aspects of the incident until relieved by a person of higher rank than the Watch Commander. The IDFIT supervisor will assist in defining the portion of the crime scene that they want the WC's assistance in managing, if any.

810.3.3 NOTIFICATIONS

- Investigations Section Lieutenant (who may assist in IDFIT notification)
- IDFIT
- Patrol Captain(s)
- Chief of Police
- District Attorney, Chief Deputy, or other Senior DDA
- PIO
- Lieutenant, Office of Professional Standards
- Officer Union representative (if requested)
- Police Auditor
- Psychological/Peer support personnel

The Office of Professional Standards will ensure that the Risk Manager and City Attorney are notified when required.

After consultation with the involved officer(s), the officer(s) or the Department will notify the officer's family.

In order to avoid a family member of an involved officer hearing about the incident from a non-EPD official, officers who are not involved, but need to reassure family of their welfare, should not discuss details of the case or event with family. Notifications of involved employee's family should not be delayed unreasonably. Media interest and presence may impact the timeliness of these notifications.

All outside inquiries about the incident will be directed to the Watch Commander or PIO.

810.3.4 MEDIA RELATIONS

A single press release will be prepared with input and concurrence from the supervisor and agency representative responsible for each phase of the investigation. This release will include information about the time and place of the incident, the condition of any suspect, and the nature of the use of deadly force, and will be available to the Watch Commander, Investigations Division Manager, and Public Information Officer in the event of inquiries from the media.

It will be the policy of this department to not release the identities of involved officers absent their consent or as required by law. Moreover, no involved officer will be subjected to contact from the media and no involved officer will make any comments to the press unless authorized by the Chief of Police or designee.

A request for information regarding an incident which occurred in another agency's jurisdiction will be referred to the agency of jurisdiction.

810.3.5 INVOLVED OFFICERS

Once the involved officer(s) have arrived at the Police Headquarters, Union Office, Hospital, or any other safe, secure and neutral environment that has the resources to deal with the officers physical and emotional well-being the involved officer(s) will be told who will be conducting the investigation as soon as practical. The following will be considered for the involved officer (ORS 181.789):

(a) Any request for department or legal representation will be accommodated and the officer will be provided with a location where s/he can confer privately with such representative(s). However, involved officers will not be permitted to meet collectively or in a group with an attorney or any representative prior to providing a formal interview or report.

(b) Discussions with licensed attorneys will be considered privileged as attorney-client communication.

(c) Discussions with department representatives (e.g., employee association) will be privileged only as to the discussion of non-criminal information.

(d) Communications with peer counselors are confidential and may not be disclosed by any person participating in the peer support counseling session (ORS 181.860). To be considered confidential communications under the statute, the peer counselor must:

1. Have been designated by a law enforcement agency or employee assistance program to act as a peer counselor, and
2. Have received training in counseling and in providing emotional and moral support to public safety personnel or emergency services personnel who have been involved in emotionally traumatic incidents by reason of their employment.

(e) Officers should not unnecessarily handle any item of potential evidentiary value, and care should be taken to preserve the integrity of any physical evidence present on the officer, equipment, and clothing (e.g., blood, fingerprints) until investigators or lab personnel can properly retrieve it.

(f) A formal interview with an involved officer who discharged a firearm during a use of deadly force incident which results in death or serious physical injury will occur after a reasonable period of time to prepare for the interview, and will take into account the emotional and physical state of the officer. This interview will occur no sooner than 48 hours after the incident, unless

this waiting period is waived by the officer. This waiting period does not preclude an initial on-scene conversation with the officer to assess and make an initial evaluation of the incident.

(g) Each involved officer will be given reasonable paid administrative leave following a UDF incident covered by this policy. Officers who use deadly physical force that results in the death of a person will not be returned to duties that might place an officer in a situation in which he or she has to use deadly force until at least 72 hours immediately following the incident. It will be the responsibility of the Watch Commander or Scheduling Supervisor to make schedule adjustments to accommodate such leave.

(h) Any officer involved in discharging his/her firearm that results in death or serious physical injury to a person will immediately be placed on administrative leave until such time as sufficient information exists to determine the justification for the use of deadly physical force, and that the officer has had an opportunity for mental health counseling with an outcome that there are no issues that would preclude the officer from performing the duties of a police officer.

(i) The Chief of Police or designee will assign a supervisor to keep any involved officer apprised of the progress of the investigations.

(j) Within 6 months following the incident, any involved officer will be given a minimum of two opportunities for mental health counseling. The officer is required by Oregon law to attend at least one session (ORS 181.789(3)(b)). The Lieutenant in the Office of Professional Standards will be responsible for the necessary notifications and arrangements.

1. Interviews with a licensed mental health professional will be considered privileged and will not be disclosed except to the extent that the officer is or is not fit for return to duty.

2. An interview or session with a licensed mental health professional may take place prior to the involved officer providing a formal interview or report, but the involved officers will not be permitted to consult or meet collectively or in a group with a licensed mental health professional prior to providing a formal interview or report.

810.4 UDF INCIDENT CRIMINAL INVESTIGATION

810.4.1 INVESTIGATIONS PERSONNEL

Once notified of a UDF incident covered by this policy, it will be the responsibility of the Investigations Section Lieutenant to assign appropriate detective personnel to handle the investigation of related crimes in compliance with the IDFIT Memorandum of Understanding. Detectives will be assigned to work with the District Attorney's Office and may be assigned to separately handle the investigation of any related crimes not being investigated under the direction of the District Attorney's Office.

All related departmental reports except administrative and/or privileged reports will be forwarded to the designated detective supervisor for approval. Privileged reports will be maintained exclusively by those personnel authorized such access. Administrative reports will be forwarded to the appropriate Division Manager.

810.4.2 CRIMINAL INVESTIGATION PROCEDURE

It is the policy of this department to utilize the District Attorney's Office to provide guidance in a criminal investigation into the circumstances of any UDF incident involving injury or death.

If available, detective personnel from this department may be assigned to "partner" with investigators from the interagency investigative team so as to not duplicate efforts in related criminal investigations.

Once the Public Safety Statements have been addressed, criminal investigators will be given the next opportunity to interview involved officers in order to provide them with an opportunity to give a voluntary statement. The following will be considered for the involved officer:

(a) Supervisors and Internal Affairs Unit personnel should not participate directly in any voluntary interview of officers.

(b) If requested, any involved officer will be afforded the opportunity to consult individually with a representative of his or her choosing or an attorney, prior to speaking with criminal investigators. However, in order to maintain the integrity of each individual officer's statement, involved officers will not consult or meet with a representative or attorney collectively or in groups prior to being interviewed.

(c) Any voluntary statement provided by the officer(s) will be made available for inclusion in the administrative or other related investigations.

(d) Absent consent from the involved officer or as required by law, no administratively coerced statement(s) will be provided to any criminal investigators.

810.4.3 REPORTS BY INVOLVED OFFICERS

In the event that suspects remain outstanding or subject to prosecution for related offenses, this department will retain the authority to require involved officers to provide sufficient information for related criminal reports to facilitate the apprehension and prosecution of those individuals.

While the involved officer may write the report, it is generally recommended that such reports be completed by assigned investigators who should interview involved officers as victims/witnesses. Since the purpose of these reports will be to facilitate criminal prosecution, statements of involved officers should focus on evidence to establish the elements of criminal activities by involved suspects. Care should be taken not to duplicate information provided by involved officers in other reports.

Nothing in this section will be construed to deprive an involved officer of the right to consult with legal counsel prior to completing any such criminal report.

Reports related to the prosecution of criminal suspects will be processed according to normal procedures, but should also be included for reference in the investigation of the UDF incident.

810.4.4 WITNESS IDENTIFICATION AND INTERVIEWS

Because potential witnesses to a UDF incident or other major incident may be lost or the integrity of their statements compromised with the passage of time, a supervisor should take reasonable steps to promptly coordinate with criminal investigators to utilize available personnel for the following:

(a) Identify all persons present at the scene and in the immediate area.

1. When feasible, a recorded statement should be obtained from those persons who claim not to have witnessed the incident but who were present at the time it occurred.

2. Any potential witness who is unwilling or unable to remain available for a formal interview should not be detained absent reasonable suspicion to detain or probable cause to arrest. Without detaining the individual for the sole purpose of identification, officers should attempt to identify the witness prior to his/her departure.

(b) Witnesses who are willing to provide a formal interview should be asked to meet at a suitable location where criminal investigators may obtain a recorded statement.

1. Such witnesses, if willing, may be transported by department personnel.
2. A written, verbal, or recorded statement of consent should be obtained prior to transporting a witness in a department vehicle.

3. When the witness is a juvenile, reasonable effort must be made to obtain consent from the parent or guardian prior to transportation or a formal interview of the juvenile. If these efforts are unsuccessful prior to transporting or interviewing the juvenile, the officer (or his or her representative) will make reasonable efforts to attempt to contact the juvenile's parent/guardian in order to explain the situation and what transpired during the transportation and/or interview.

(c) Available personnel should be assigned to promptly contact the suspect's family and associates to obtain any available and untainted background information about the suspect's activities and state of mind prior to contact with officers.

810.5 ADMINISTRATIVE INVESTIGATION

In addition to all other investigations associated with a UDF incident, this department will conduct an internal administrative investigation to determine conformance with department policy. This investigation will be conducted under the supervision of the Internal Affairs Unit and will be considered a part of the confidential peace officer personnel file.

(a) Any officer involved in a UDF incident will be offered the opportunity to provide a blood sample for alcohol/drug screening. If there is reasonable suspicion that the officer was under the influence of alcohol or a controlled substance, the officer may be administratively compelled to provide a blood sample. Absent consent from the officer, such compelled samples and the results of any such testing will not be disclosed to any criminal investigative agency.

(b) If any officer has voluntarily elected to provide a statement to criminal investigators, the assigned administrative investigator should review that statement before proceeding with any further interview of that involved officer.

1. If a further interview of the officer is deemed necessary to determine policy compliance, care should be taken to limit the inquiry to new areas with minimal, if any, duplication of questions addressed in the voluntary statement.

2. The involved officer will be provided with a copy of his or her prior statement before proceeding with any subsequent interview(s).

(c) In the event that an involved officer has elected to not provide criminal investigators with a voluntary statement, or if there are additional issues that were not covered in the criminal investigation, the assigned administrative investigator will conduct an administrative interview to determine all relevant information.

1. Although this interview should not be unreasonably delayed, care should be taken to ensure that the officer's physical and psychological needs have been addressed before commencing the interview.

2. If requested, the officer will have the opportunity to select an uninvolved representative to be present during the interview. However, in order to maintain the integrity of

each individual officer's statement, involved officers will not consult or meet with a representative or attorney collectively or in groups prior to being interviewed.

3. Administrative interview(s) should be recorded by the investigator. (The officer may also record the interview.)

4. The officer will be informed of the following (Garrity admonishment – See Appendix B:

- The interview will be for administrative purposes only
- They are ordered to provide full and truthful answers to all questions
- The statements they give cannot be used criminally against the officer giving the statement

5. The Internal Affairs Unit will compile all relevant information and reports necessary for the Department to determine compliance with applicable policies.

6. The completed administrative investigation will be submitted to the Use of Force Review Board, which will restrict its findings to whether there was compliance with the Department Use of *Deadly Force Review policy 802*.

7. Any other indications of potential policy violations will be determined in accordance with standard disciplinary procedures.

810.5.1 CIVIL LIABILITY RESPONSE

A member of this department may be assigned to work exclusively under the direction of the City Attorney to assist in the preparation of materials deemed necessary in anticipation of potential civil litigation.

All materials generated in this capacity will be considered attorney work product and may not be used for any other purpose. The civil liability response is not intended to interfere with any other investigation, but will be given reasonable access to all other investigations.

810.6 FEDERAL CIVIL RIGHTS INVESTIGATIONS

The federal government may choose to conduct its own investigation to determine if an employee's actions violated a person's civil rights.

EPD will cooperate with federal investigators by providing them copies of any criminal investigative reports and related materials regarding the incident.

The extent to which an employee chooses to exercise his or her individual civil rights with respect to federal investigations is his or her decision. So long as he or she exercises them legally, his or her decision will not jeopardize employment or career opportunities inside the department.

810.7 POST-INVESTIGATION DEBRIEFING

Upon final determination by the District Attorney, an internal review of the incident will be conducted for compliance with department policy. This will include a review of the incident with the involved officer(s).

An opportunity will be provided for any involved officer who makes a request to participate in a critical incident debriefing.

Involved officers are encouraged to avail themselves of the Employee Assistance Program or other resources which might be useful to them.

CONTRACT

Between

THE CITY OF EUGENE

and

THE EUGENE POLICE EMPLOYEES' ASSOCIATION



Effective July 1, 2022 - June 30, 2025

TABLE OF CONTENTS

PREAMBLE.....	1
Article 1 RECOGNITION.....	1
Article 2 SERVICE FEES AND CHECKOFF	1
Article 3 ASSOCIATION SECURITY	1
Article 4 MANAGEMENT RIGHTS	2
Article 5 POLICE SERVICE EFFECTIVENESS	2
Article 6 CITY SECURITY.....	2
Article 7 ASSOCIATION BUSINESS.....	3
Article 8 CONTRACT NEGOTIATIONS.....	4
Article 9 LEFT INTENTIONALLY BLANK.....	4
Article 10 OUTSIDE EMPLOYMENT.....	4
Article 11 SENIORITY.....	5
Article 12 PROBATIONARY PERIOD	8
Article 13 LAYOFF	8
Article 14 HISTORICAL BENEFITS/WORK RULES	9
Article 15 WORKING OUT OF CLASSIFICATION.....	9
Article 16 SALARIES	11
Article 17 HOURS-OVERTIME	12
Article 18 TIME OFF IN LIEU OF HOLIDAYS	19
Article 19 VACATIONS	20
Article 20 STANDBY COMPENSATION.....	21
Article 21 DEFENSE & INDEMNIFICATION	21
Article 22 LIFE INSURANCE	23
Article 23 HEALTH AND ACCIDENT INSURANCE	23
Article 24 RETIREMENT.....	25
Article 25 LONG-TERM DISABILITY INSURANCE	25
Article 26 WORKERS' COMPENSATION	25
Article 27 SICK LEAVE	26
Article 28 COMPASSIONATE LEAVE.....	27
Article 29 MILITARY LEAVE.....	28
Article 30 WITNESS OR JURY DUTY.....	28
Article 31 LEAVE WITHOUT PAY	29
Article 32 MILEAGE RATE AND TRAVEL EXPENSES.....	29
Article 33 WORK EQUIPMENT REIMBURSEMENT	29
Article 34 CLOTHING ALLOWANCE.....	30
Article 35 GRIEVANCE PROCEDURE.....	30
Article 36 DISCIPLINE AND DISCHARGE.....	32
Article 37 PERSONNEL RECORDS.....	34
Article 38 PROMOTIONS	35

Article 39	PARKING.....	35
Article 40	USE OF ALCOHOL AND DRUGS	35
Article 41	TIME TRADING	39
Article 42	COMMUNICATIONS TRAINING	40
Article 43	TRAINING	41
Article 44	EPEA PREMIUM PAY PLAN.....	41
Article 45	EMPLOYEE PROTECTIONS	44
Article 46	MANAGING EXCHANGE TIME	45
Article 47	AUTOMATIC VEHICLE LOCATORS/GPS	45
Article 48	COMMUNICATIONS CENTER STAFFING	45
Article 49	BLUE TEAM (EARLY INTERVENTION SYSTEM)	46
Article 50	ROTATION	46
Article 51	PSYCHOLOGICAL EVALUATIONS.....	48
Article 52	TERMINATION	48
Article 53	SAVINGS CLAUSE	49
Appendix A	– EPEA SALARY SCHEDULE.....	50
MOU (1)	– CELL PHONE ALLOWANCE.....	54
MOU (2)	– COLD CASE SQUAD AND VIP PROGRAM	55
MOU (3)	– CRIMINAL BACKGROUND INVESTIGATOR.....	56
MOU (4)	– RECORDS SECTION – SPLIT SHIFT SCHEDULE FOR 2019.....	57
MOU (5)	– PILOT PROGRAM RE COMMUNICATIONS CENTER EMPLOYEES	58
MOU (6)	– PILOT PROJECT RE COMMUNICATIONS SPECIALISTS SHIFT HOLIDAY	60
MOU (7)	– POLICING OF UNIVERSITY OF OREGON EVENTS	61

PREAMBLE

This CONTRACT is entered into between the City of Eugene, Oregon, hereinafter referred to as the City, and the Eugene Police Employees' Association (EPEA), hereinafter referred to as the Association.

The purpose of this CONTRACT is to establish an agreement between the City and the Association on matters of wages, hours, and other terms of employment.

Article 1 RECOGNITION

- 1.1 The City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other terms and conditions of employment for all members of the bargaining unit. The bargaining unit includes all employees within the classifications listed in Appendix A.
- 1.2 People hired as temporary employees are not covered by this contract. Temporary employees are hired to work on a temporary, seasonal, occasional, or on-call basis for no more than 520 hours in a calendar year, unless the Association agrees to an exception. It is not the intent of this Agreement to allow for a temporary position to be filled on a regular, on-going basis. Temporary employees will not be assigned to work in a sworn capacity or to perform any duties requiring sworn status. The City will give the Association prior notice of any temporary employee to be hired and what work s/he will be performing. The City agrees to meet with the Association and discuss any concerns regarding the use of temporary employees. If the Association raises a legitimate safety concern, the City agrees not to assign the temporary employee the work that is causing the concern until the issue is resolved. The use of temporary employees will not result in the loss of any regular EPEA positions.

Article 2 SERVICE FEES AND CHECKOFF

- 2.1 Any regular employee who is hired by the City for a position which is represented by this bargaining unit will be provided an opportunity to join the Association upon hire with the City. Employees who agree to join the Association shall have deducted from their pay each pay period by the City Association dues in an amount indicated by the Association. Dues deduction for an employee may be made only if the accrued earnings of the employee are sufficient to cover the dues after all other authorized payroll deductions for the employee have been made. The Association shall assume the liability for all checkoff matters beyond the City's responsibility to make deductions in accordance with this Article.
- 2.2 Association representatives shall be allowed to meet for sixty (60) minutes on duty with a new bargaining unit member within thirty (30) days of hire.
- 2.3 An authorization for payroll deductions may be canceled upon written notice to the City and the Association before the 20th day of the month in which the cancellation is to become effective, subject to the provisions of Article 2.1, above.
- 2.4 The City shall not be liable for checkoff errors but shall make proper adjustments with the Association for errors as soon as is practicable. In no case shall such an adjustment extend beyond the following pay period.

Article 3 ASSOCIATION SECURITY

Employees have the right to self-organization, to form, join, or assist labor organizations, and to bargain collectively through representatives of their own choosing. There may be no discrimination against an employee covered by this contract because of his/her Association membership or activities.

Article 4 MANAGEMENT RIGHTS

The City shall retain the exclusive right to exercise the customary functions of management, including, but not limited to, directing the activities of the Department; determining the levels of service, staffing (with the understanding that the City and Association will meet annually to reach a mutual agreement regarding minimum staffing levels), and methods of operation, including subcontracting and the introduction of new equipment; the right to hire, lay off, transfer, and promote; to discipline or discharge for cause; to determine work schedules and assign work; and any other such rights not specifically referred to in this agreement. Management rights, except where abridged by specific provisions of this agreement, or State Public Employee Collective Bargaining Law, are not subject to the grievance procedure.

Article 5 POLICE SERVICE EFFECTIVENESS

- 5.1 The delivery of essential municipal services in the most efficient and effective manner is of paramount importance and interest to both the City and the Association. Maximized service to the community is recognized to be a mutual desire of both parties within their respective roles and responsibilities. Work procedures, schedules, and assignments for improving services shall be established and revised from time to time, in accordance with management rights under this agreement, so long as no other right guaranteed under this agreement or the continuing duty to bargain under Oregon law is violated. The parties agree to confer at mutually convenient times to discuss means of increasing departmental effectiveness.
- 5.2 If the City anticipates a reduction in force due to the introduction of new equipment, then the City will consult and confer with the Association regarding reasonable methods to manage the impact on bargaining unit members.
- 5.3 The City will not expand reserve officer duties unilaterally without consultation and agreement with EPEA. Reserve officers will be assigned as a back-up officer to a regular officer, and will be in the immediate presence of the regular officer except for necessary short separations which may occur during the course of duties. A reserve officer who has completed his/her field training may be assigned to work alone in selected assignments, such as foot patrols in downtown, park areas, and traffic control, but only in conjunction with a regular officer working the same assignment available to provide whatever assistance or direction is required.
- 5.4 Should the City consider subcontracting existing police services, it shall notify the Association in writing at least thirty (30) days prior to the proposed implementation date what it is considering subcontracting. Upon request from the Association, the City shall provide the Association with all available information necessary to assist the Association in understanding and evaluating the proposal under consideration. If the Association is not in agreement with the City's decision, it must indicate in writing within ten (10) business days after receipt of the City's notice that it is dissatisfied and wishes to meet and negotiate the impact of the City's proposal. All other rights and obligations of the Association and the City concerning subcontracting shall be as provided in this agreement, applicable laws, rules, or decisions.

Article 6 CITY SECURITY

- 6.1 Neither the Association nor an employee may strike, slowdown, picket, boycott, or otherwise interrupt work during the term of this contract. The City may not lock out employees during the term of this contract.
- 6.2 If a strike, slowdown, picketing, boycott, or other interruption of work occurs, the City shall notify the Association of the existence of that activity and ask the Association whether it has authorized that activity. The Association shall respond immediately in writing to the City's request.

- 6.3 Upon receiving notice of such activity, whether authorized or not, the Association shall take all reasonable steps to terminate the activity and induce the participating Association members to return to work.
- 6.4 An employee who participates in a strike, slowdown, picket, boycott, or other interruption of work in violation of this Article may be disciplined, up to and including discharge.
- 6.5 Actions for monetary damages arising from alleged violations of this Article are not subject to the grievance procedure of this contract. This Article may be enforced in a court of competent jurisdiction. The Association shall not be liable for actions of individual employees, provided it has taken reasonable steps to prevent violations of this Article by its members.

Article 7 ASSOCIATION BUSINESS

- 7.1 Official Association representatives shall be allowed reasonable time off, without loss of pay during their normal working hours, for the purpose of meeting with the City for negotiations, grievance meetings, internal investigatory interviews, Benefits Study group, employee representation, meetings with the Civilian Review Board or the Police Auditor, and other similar purposes. A member of the Executive Board of the Association shall specify to the City, in writing, those members serving as such representatives. If the City believes the amount of time spent on employee representation is unreasonable, the Association agrees to meet with the City to discuss their concerns.
- 7.2 The City will allow three hundred seventy five (375) hours per fiscal year for designated Association representatives to attend training and Executive Board meetings and perform other Association business outside normal representation activities. If the three hundred seventy five (375) hours are reached within a fiscal year, the City agrees to meet with the Association and discuss additional hours being granted.
- 7.3 Reasonable notice of time off for Association business shall be given to the City prior to the use of such time off. If the Association provides thirty (30) days' notice, the City will provide reasonable time off from duty for five (5) Executive Board members to attend the regularly scheduled quarterly membership meetings. All work time spent on Association business must be coded appropriately in accordance with Articles 7.1 and 7.2 above.
- 7.4 Whenever possible, Association business shall be transacted so as to avoid unreasonable disruption of the work of "on-duty" bargaining unit members.
- 7.5 It has always been the City's position that City equipment should only be used for City business because of the ethical and legal parameters regarding the expenditure of public funds for public purpose. However, the City believes there is a benefit to the organization, and indirectly to the citizens, in providing a means for Association Representatives to communicate both with City managers and, in some circumstances, with bargaining unit members in an expeditious and reliable manner. Therefore, the City has agreed that official EPEA Representatives may use the City's e-mail system for the following purposes:
 - a. To communicate with management employees regarding matters of labor relations or related topics;
 - b. To communicate with management or union employees in order to set or give notice of meetings related to City/Association issues;
 - c. To inform members of the status or outcome of bargaining, grievances, or issues between the City and the Association when there is a critical need to disseminate the information immediately and thoroughly, if it is done in a factual or neutral manner; and,

- d. To communicate information regarding an individual member's welfare, as long as it doesn't violate any legal requirements for confidentiality, such as the Americans with Disabilities Act (ADA), or compromise an individual's right to privacy.
- 7.6 Individual EPEA members may use the City e-mail to communicate with official Association representatives to clarify a contract provision, to ask advice regarding a specific work situation that has occurred, or to inquire about the status of a grievance or investigation they are involved in.
- 7.7 The Association agrees to comply with all terms of the City's general policy on the use of City equipment and e-mail, except where the terms of that policy are superseded by the terms of this agreement. The Association agrees not to use e-mail for any fund-raising or political purposes, except those allowed by City policy. The Association agrees that e-mail communications will meet the standards generally required for any communications between City and Police Department employees. The Association recognizes that the City's e-mail system is the exclusive property of the City, and that any communications or files generated or distributed by the Association on the system may be accessed by the City according to the City's general policies. The Association also recognizes that communications over the City's e-mail system may be public records open to public examination, unless an exemption applies.
- 7.8 The Association agrees that all other policies related to the use of work time and the use of City property or resources for personal or Association business continue to apply.
- 7.9 If the City finds that the Association has violated this agreement, the City may deny the Association further use of its e-mail system. If the City finds such a violation, it will bring the violation to the Association's attention and attempt to resolve any disagreement.

Article 8 CONTRACT NEGOTIATIONS

- 8.1 The negotiating team of each side shall not exceed six (6) members, including legal counsel, when meeting to secure contract renewal. Whenever such meetings are scheduled during the duty hours of the Association representatives attending, the representatives will be allowed to attend without loss of pay. The City acknowledges the Association's right to designate bargaining representatives. Wherever possible, the Association agrees that such designations shall take into consideration the City's operational needs. Whenever subjects are discussed in the course of negotiations for which each side may require additional personnel with special knowledge of the subject matter under discussion, each side may increase the negotiating team as may be reasonably necessary for that subject matter.
- 8.2 Association representatives who attend scheduled bargaining sessions outside their regularly scheduled hours will be allowed to flex their work schedule up to their regularly scheduled work hours, unless there is an operational requirement that precludes allowing the time off. No overtime will be incurred by the City as a result of time spent at the table or flexed as a result of bargaining time. The flex-time must be arranged in advance with the employee's supervisor.

Article 9 LEFT INTENTIONALLY BLANK

Article 10 OUTSIDE EMPLOYMENT

- 10.1 Employees employed other than with the City must, as soon as reasonably practical, advise the Chief or his/her designee of such employment on forms provided by the City for that purpose. For purposes of this Article, employment includes all paid employment, on-going self-employment, volunteer firefighter, and reserve law enforcement officer. A request by a member of the bargaining unit to work at outside employment must be approved by the Chief or his/her designee. In order to be approved, the outside employment must:

- a. In no way detract from the efficiency of the employee in the performance of his/her City duties;
 - b. In no way discredit the Department or the City;
 - c. Not create a conflict of interest with the employee's City employment; and,
 - d. Not take preference over extra duty required by City employment.
- 10.2 It is also understood that:
- a. Workers' Compensation benefits through the City will not be received for illnesses or injuries resulting from outside employment;
 - b. Under no circumstances may City equipment or resources be used in outside employment; and,
 - c. An employee cannot be a contractor or a sub-contractor on City projects, unless an exception is granted by the City.
- 10.3 The Chief or his/her designee may, at any time, revoke permission for outside employment if, in his/her judgment, such employment is contrary to the requirements above. Such judgment shall be based on a reasonable standard.

Article 11 SENIORITY

- 11.1 Bargaining unit seniority means the length of an employee's continuous service since his/her last date of hire by the Department. Those employees with the same hire date will decide their respective seniority by lot.
- 11.2 Any part-time employee hired after November 2, 2000 will receive seniority credit on a pro-rated basis. Prior to the annual rotation process, part-time employees' seniority dates will be adjusted annually based on the number of hours utilized by the City to determine pro-rated benefits.
- 11.3 In the event a City employee from another bargaining unit transfers into the Department, his/her seniority will be established in accordance with Article 11.1, except such an employee will not lose accrued vacation, sick leave time, or other accrued personal time. An employee who leaves the bargaining unit and maintains regular, continuous employment with the City and subsequently returns to the bargaining unit shall be credited with previous time within the bargaining unit for seniority purposes. In addition, an employee who leaves the bargaining unit for outside employment but is rehired within twelve (12) months of leaving shall be credited with previous time within the bargaining unit for seniority purposes. The returning employee shall not be required to serve a new probationary period unless they departed the City during their probationary period.
- 11.4 If an employee is on leave without pay for one (1) calendar month or more, his or her seniority date will be adjusted to reflect the deduction of the time of leave without pay, as described in Article 31.4. Employees who are on leave without pay due to a valid worker's compensation claim, qualifying Family Medical Leave, military leave, or other statutorily protected leave shall continue to accrue seniority while on an approved leave of absence.
- 11.5 The City will provide the Association with copies of the seniority list on July 1 of each year and shall post the list in conspicuous places available to employees.
- 11.6 Communications employees' primary vacation requests: Following shift assignments for a calendar year, all eligible employees will be given the opportunity to sign up for a primary vacation in seniority order. Sign-up will take place over a three (3) week period. Employees must sign up on the day they receive the sign-up sheet. Supervisors will review each sign-up to ensure that guidelines have been followed and to approve the time off request prior to allowing the next most senior employee to

exercise their seniority privilege. Following the initial primary vacation sign-up period, time off requests must follow the procedures outlined in Article 11.7, below.

- 11.7 Preference in vacation scheduling, extra days off, or other choices in which the City allows seniority to be the deciding factor for selection shall be by bargaining unit seniority. Time off requests will be administered by work unit as defined in Article 17.
- a. Employees will be allowed to designate one request for time off as their primary vacation period (which may be charged to vacation, holiday, or compensatory time off) per calendar year, which must be designated as such at time of submission. If an employee's first scheduled vacation preference cannot be granted because of circumstances beyond the City's control, the City will make every effort to allow the employee his/her next vacation preference. Primary vacation requests will be posted for fifteen (15) calendar days prior to approval and will take precedence over all other unapproved requests for time off, except a primary vacation request submitted by a senior employee within the posting period.
 - b. Requests for time off will be submitted to the supervisor who will note the date posted and post the request in a designated location accessible to the work unit. Senior employees have fifteen (15) calendar days for primary vacation requests and five (5) calendar days for all other time off requests to exercise their right to request the same time off. It may be necessary to hold a five-(5) day posting for additional days if a primary vacation request for the same time is received during the five (5)-day period. If no one exercises his/her seniority within the designated period, the supervisor will approve the request if it is consistent with operational requirements. Once the approval is granted, the employee may not be bumped from the scheduled time off by another employee. If an employee is denied time off, and it later becomes possible to allow an additional employee off on a date that was denied, the employee who was denied the time off, who would have otherwise been granted the time off, will be offered that time off and have precedence over any subsequent request for that date off.
 - c. If a request for time off is submitted within five (5) calendar days of the requested time off, the supervisor will poll those members of the unit who are working and may approve the request unless senior employees exercise their seniority at that time, except as listed below:
 - 1) An employee may not request time off while the work unit is off duty except to request the next work day off. Approval shall be on a first-come, first-serve basis.
 - 2) Requests to secure early made during the shift will be evaluated and approved on a first-come, first-serve basis, except that employees who have previously requested time off for that date, and have been denied, will be given preference in securing early.
 - d. Primary vacations or vacation time requested in blocks of at least five (5) days may be submitted at any time. All other requests for time off may not be submitted more than ninety (90) days prior to the requested time off. In no case will the five (5) calendar days or fifteen (15) calendar days for primary vacations posting period begin to run until the affected supervisor and work unit is identified and advised of the request.
 - e. In the event that conflicts exist between requests for time off from employees in different work units (e.g., different teams assigned to the same shift), time off will be approved in the priority defined in 11.7.g below. Seniority will be the deciding factor between requests of the same type, providing the requests were submitted within the designated posting period for all affected employees. If the designated posting period has elapsed, preference will be given to the earliest request submitted.
 - f. Primary vacations, or time off scheduled in blocks of at least five (5) days, will not be canceled once they are approved unless the employee voluntarily transfers to another work unit or, in emergency situations, where operational requirements dictate.
 - g. Time off and time off requests will follow the below listed priority schedule:

- 1) Approved time off. (Approved time off cannot be bumped by any other time off request by any other employee.)
 - 2) Primary vacation.
 - 3) Time taken in blocks of five (5) days or more for those on a 5/8 schedule or four (4) days or more for those on a 4/10 schedule.
 - 4) Time taken less than five (5) days in duration, except for primary vacations.
- h. Bargaining unit members' time off requests will not be disapproved solely because of a conflict with a unit supervisor's time off, unless the supervisor's time off has been previously approved and there is an operational reason for denying the time off request. In order to provide notice to employees of approved supervisory time off, a schedule of approved supervisory time off will be available in each work area.
 - i. In the contract provisions outlining the process to be used for requesting time off, all references to time off taken in blocks of at least five (5) days shall be applied as four (4) days for employees on a 4/10 schedule.
 - j. Employees who choose to cancel an approved vacation day or return to work early from a vacation must give their supervisor a minimum of forty-eight (48) hours notice. Exceptions to the notice requirements will not be unreasonably denied by the City.
- 11.8 Requests for changes in duty assignment based on demonstrated employee hardship will be considered and will normally be granted if, in the City's judgment, operational efficiency and effectiveness will not be negatively affected. If the request is not granted, the reason for denial will be communicated to the employee, in writing, if requested.
- 11.9 In the event that the Department requests applications from eligible employees to fill a vacant position or assignment, seniority shall be a factor considered by the City in making its final selection. The Department will normally post such positions for fifteen (15) days. Seniority shall be the deciding factor considered in such selections, if all other qualifications have been determined by the City to be equal.
- 11.10 Employees will be allowed to indicate shift assignment preferences in an annual shift bid which, absent extraordinary circumstances or mutual agreement of the City and the Association, shall take place by November of each calendar year. The City shall post the Patrol shifts for the following year noting the slots for both hours of work and days off. Shift bidding will occur for the two (2) six-month periods of the following year. Those preferences will be reviewed in seniority order except when the Department determines that special skills, as defined in Article 17.1.e, require otherwise. The Department will consider indications of preference along with seniority and the efficiency and effectiveness of police services in making final assignments. Employees may be required to rotate between such sign-ups.
- 11.11 An employee shall lose all seniority in the event of voluntary quitting or discharge. Failure to report for three (3) consecutive working days without authorization or notice shall be considered a voluntary termination unless the City determines to the contrary or the employee shows good cause for the failure to make the required notice.
- 11.12 Employees shall be allowed to trade shifts during any shift quarter, subject to comparable skills and approval by the affected shift supervisors. Approval will not be unreasonably denied.

Article 12 PROBATIONARY PERIOD

- 12.1 An employee shall not be considered a regular employee until s/he has completed the entry probationary period. The entry probationary period shall be twelve (12) months for all classifications other than Police Officer, Communications Specialist, and Bailiff. The entry probationary period shall be eighteen (18) months for all sworn Police Officers, Communications Specialists, and Bailiffs. For a lateral, DPSST certified sworn Police Officer, the probationary period shall be twelve (12) months. Prior to completion of the entry probationary period, employees who are discharged or otherwise disciplined may grieve such disputes through the contract grievance procedure, terminating at the completion of Step 4. In special circumstances where an employee is absent from work or working in a different capacity for more than a thirty (30) day period, the City may extend probation for the equivalent amount of time with the consent of the Association.
- 12.2 Employees promoted within the unit shall be subject to the probationary period for their new classification. A promoted employee, while on probationary status, will be returned to his/her former classification if, in the supervisor's judgment, the employee is not meeting the standards of the higher classification.
- 12.3 Disputes concerning an employee's rejection during probation are not arbitrable.

If requested by the Association, the City shall provide all documentation from the employee's field training files, including the daily observation reports, biweekly evaluations, and rotation summaries and the letter of termination for any probationary employee who is terminated.

Article 13 LAYOFF

- 13.1 Classification seniority means the length of an employee's continuous service in a classification series since his/her last date of hire in the classification. Layoff of employees shall be in the inverse order of their classification seniority unless, in the City's judgment, the retention of special skills requires layoff on another basis.
- 13.2 The City will provide the Association a list of those persons who occupy special skill positions in advance of any layoff. In the event that a designated person ceases to be able to function in a special skill area, the City may designate a replacement at that time. Special job skills for layoff and recall are defined to be any of the following:
- a. Training in a specialized field of knowledge;
 - b. Involvement in or knowledge of specialized projects, operations, or equipment; and
 - c. Skills or knowledge not readily attainable by, or available to, other employees in the same classification.
- 13.3 Except in the event of an emergency, no fewer than thirty (30) days' notice will be given to employees the City intends to layoff.
- 13.4 An employee scheduled for layoff may elect to displace an employee in a lower classification within the classification series, provided:
- a. The employee is qualified to perform the job duties of the lower classification; and,
 - b. The person displaced has less seniority than the person displacing him/her; and,
 - c. The person previously held the lower classification or has been trained to perform and has actually performed the primary job duties of the lower classification.

- 13.5 The City agrees, to the extent practicable, to allow employees to transfer or demote to other open positions for which they are qualified in lieu of layoff.
- 13.6 An employee shall be called back from layoff according to seniority in the classification from which the employee is laid off within the Department unless, in the City's judgment, special skills require call-back on another basis.
- a. Recall status shall not extend beyond five (5) years.
 - b. It shall be the responsibility of employees on recall status to notify the City of their continued interest in employment every six (6) months. Employees must notify the City in writing. The letter must be hand-delivered to the Human Resource and Risk Services Department or sent by registered or certified mail. Employees who fail to notify the City within fourteen (14) calendar days of the six (6) month deadline will be removed from the recall list.
 - c. It shall be the responsibility of employees on recall status to maintain a current address on file with the City's office of Human Resource and Risk Services. The City may notify employees of recall in person, by telephone or, if necessary, by certified letter mailed to the employee's last address on file. Any employee who fails to report for work within fourteen (14) calendar days of such notice shall be removed from the recall list.
 - d. Employees returning from recall status must meet all mandatory standards for their classification and may be required to participate in a classroom or field training program as determined by the City or required by statute.
- 13.7 Employees on recall status are not eligible for any economic benefits specifically provided under the terms of this agreement. Nothing in this Article restricts the prerogatives of the City to determine the financial necessity of reducing service or the form or duration of layoff.
- 13.8 The City agrees to make the employees' health insurance benefits available to employees on recall status for a minimum of eighteen (18) months from the date of layoff, provided the employee reimburses the City by the first day of each month for the cost of the monthly premium.

Article 14 HISTORICAL BENEFITS/WORK RULES

- 14.1 To the extent that any proposed changes in work rules or working conditions consist of, or affect, mandatory subjects of bargaining, the City agrees to collectively bargain the mandatorily negotiable aspects of the change(s). If an impasse develops in such negotiations or in such bargaining, the matter will be submitted directly to interest arbitration for final and binding resolution. Employees will have access to all applicable work rules.
- 14.2 The City agrees to make available to each employee of the bargaining unit a copy of the Employee Handbook, the Police Operating Manual, and any other City or department policies they are held accountable to know and follow, and a copy of this contract to be printed by the Association. Manuals will be available online and in each work section. Employees will be offered a hard copy. All updates to manuals will be distributed electronically. All employees will be provided ready access to copies of their respective operating manuals. Sufficient copies of the operating manuals shall be made available to employees preparing for promotional opportunities. In addition, copies of all operating manuals and the City's Administrative Policy and Procedures Manual will be provided to the Association.

Article 15 WORKING OUT OF CLASSIFICATION

- 15.1 An employee designated to act in a capacity in a higher position than his/her regular classification shall receive a five percent (5%) pay increase after either:

- a. One (1) day in the assignment; or
 - b. One (1) day or the equivalent number of hours in a calendar month in the position. Such increase shall be retroactive to the first day in the assignment and continue for either the remainder of the assignment in 15.1.a above or the remainder of the calendar month in 15.1.b. The length of such an assignment normally shall not exceed one (1) year.
 - c. Regular classification, as defined in 15.1, does not include Ad Hoc team assignment. An employee designated to act in a higher position within an Ad Hoc team assignment will receive the 5% pay increase for all hours worked only within the Ad Hoc position assignment.
- 15.2 Employees, who serve as primarily assigned field training officers or coaches, will receive a ten percent (10%) pay increase while working in that capacity. For absences of one (1) day or less, field training officer or coaching pay will not be discontinued. Coaching is defined as the assignment of an experienced employee to train, evaluate, and supervise the activities of a newly assigned employee.
- a. Notwithstanding the above paragraph, Communications Center employees who are assigned any work that qualifies for FTO pay will receive a ten percent (10%) pay increase for the full duration of their work shift on the day(s) of the assignment. If this assignment is interrupted due to unplanned or temporary circumstances (such as sick leave or training days canceled due to unforeseen staffing needs), the FTO pay will not be discontinued. If the remainder of a training assignment is canceled or discontinued, such as an employee separating from the department, the pay will be halted after the last day in which training work was performed.
 - b. For purposes of Communications Center employees, work that qualifies for FTO pay includes the following: routine coaching assignments for Communications Center positions; hosting a ride-along or observer who is a Communications employee for the purpose of training or demonstrating a Communications Center position; monitoring or shadowing assignments for the purpose of evaluating a Communications Center employee; instruction in Calltaker, Dispatcher, and Follow-Up Academies; any other work assigned for the purpose of training, evaluating, or supervising the activities of another newly-assigned employee; and other training assignments as agreed upon by the parties. FTO pay does not generally apply to ride-alongs or observers for non-Communications Center positions, such as civilians or police/fire employees who are not Communications Center employees, except as set forth above.
- 15.3 Should the City desire to designate any new lead positions which are proposed to be exempt from the provisions of this section, the City agrees to collectively bargain the wages for the new lead position (whether the position is newly created or is the result of changed job duties of an existing position). Any wage adjustment resulting from such negotiations shall be retroactive to the date of the creation of the new or amended classification.
- 15.4 Police Officers may be assigned to an investigative unit of the investigations division as a detective either in a long-term position or in a career development position. Any Police Officer assigned as a detective will receive five percent (5%) working out of classification pay for the duration of the assignment.
- Police Officers assigned to act in the capacity of a Sergeant in an investigative unit of the investigations division will receive an additional two and one half percent (2.5%) increase for the duration of the assignment for a total of seven and one half percent (7.5%) increase, with an agreement by the employees to waive compensation for phone calls received outside of regular working hours.
- Police Officers assigned to be the Police Training Coordinator or the Court Liaison for the department will receive a five percent (5%) differential for the time of the assignment.

- 15.5 An employee who is appointed to act in the capacity of a supervisor remains a member of the bargaining unit, but s/he shall assume all of the duties and be subject to the working conditions of the other supervisors of similar rank for the duration of the appointment.
- 15.6 When an employee chooses to exercise his/her right to overtime or other rights as designated by this agreement which are outside the duties of an acting-in-capacity supervisor, the employee shall revert to his/her normal rank and salary for the purpose of exercising those rights.
- 15.7 Employees classified as either a Communications Specialist 2 or a Communications Specialist Lead may work as the CAD Specialist. The City will honor the CAD Specialist schedule and property rights regardless of the classification filling this position.

Article 16 SALARIES

- 16.1 Effective July 1, 2022, increase the wages for all bargaining unit members by 5.1%. In addition, all employees employed as of the date of ratification will receive a ratification bonus in the gross amount of \$1,500.
- 16.2 Effective July 1, 2023, increase the wages for all bargaining unit members by 3.0%. In addition, all positions will receive a market adjustment of 2.0%.
- 16.3 Effective July 1, 2024, increase the wages for all bargaining unit members by 4.0%.
- 16.4 Employees who are hired or promoted to a bargaining unit position at Step 1 of the salary range will be eligible for a one-step merit increase six (6) months after the date of appointment, and every year thereafter. Employees who are hired or promoted to a bargaining unit position above Step 1 of the salary range will be eligible for a one-step merit increase twelve (12) months after the date of appointment, and every year thereafter. Merit increases will be effective the beginning of the pay period which is closest to the employee's merit anniversary date. Exceptional increases may be approved according to the City salary practices. Merit increases shall only be granted to employees who are below the maximum salary for their classifications. Approval for merit increases shall be granted only after a departmental review of the employee's work performance, providing the evaluation is satisfactory.
- 16.5 The City reserves the right to eliminate classifications or establish new positions within the bargaining unit with advance notice and consultation with the Association. The Association reserves the right to negotiate new salary schedules for new positions established within the bargaining unit. Disputes regarding salaries for new positions established within the bargaining unit shall be resolved through the contract grievance procedures beginning at Step 3.
- 16.6 When an employee is promoted or advanced to a higher classification, the employee shall receive the next step in the new range which is at least equal to a one-step increase in the employee's previous classification.
- 16.7 Advancement from Communications Specialist 1 to 2 shall be effective the date the employee meets all established qualifications for the "2" level and is assigned work at the "2" level. Such advancement shall be in accordance with Article 16.4. If an employee is eligible for a merit increase within sixty (60) days of the advancement, the employee will receive a two-step increase.
- 16.8 Graveyard Shift Differential: All employees regularly scheduled to work graveyard shift shall receive an additional five percent (5%) added to their base wage for all time worked. Graveyard shift shall be considered any shift regularly scheduled to start between 2000 hours and 2400 hours. Employees assigned to non-graveyard shifts who temporarily work graveyard shifts for less than five (5) continuous weeks (such as for a shift trade) or who work overtime hours during the denoted hours will not receive shift differential pay.
- 16.9 Swing Shift Differential: All employees regularly scheduled to work a late swing shift shall receive an additional two-and-one-half percent (2.5%) added to their base wage for all time worked. Late swing

shift shall be considered any shift regularly scheduled to start between 1600 hours and 1959 hours. Employees assigned to non-swing shifts who temporarily work a late swing shift for less than five (5) continuous weeks (such as for a shift trade) or who work overtime hours during the denoted hours will not receive shift differential pay.

Article 17 HOURS-OVERTIME

17.1 As used in this Article:

- a. **OVERTIME** means those hours worked in excess of and continuous with an employee's scheduled watch, which is compensated at the rate of one-and-one-half (1.5) times his/her regular pay rate or by compensatory time at the rate of one-and-one-half (1.5) times the number of hours worked. Overtime will be computed in accordance with statutory requirements and shall be based on the actual number of hours on duty, except for callbacks. Overtime will be rounded to the nearest quarter (1/4) of an hour.
- b. **PART-TIME EMPLOYEES:** For part-time employees, any additional hours worked beyond those scheduled will be paid on a one-to-one (1:1) basis for all hours up to the threshold hours for overtime in a Fair Labor Standards Act (FLSA) work period as specified by law (e.g., forty (40) hours for a seven (7) day a week employee). All hours beyond the FLSA threshold will be paid at one-and-one-half (1.5) times the regular rate.
- c. **CALLBACK** is defined as hours worked which are not continuous with the end of an employee's shift except that callback does not include overtime that is continuous with the beginning of an employee's shift and is assigned with more than twenty-four (24) hours notice, or if the employee is already at work prior to the beginning of the shift. Callbacks will be compensated by a minimum of three (3) hours of overtime when they occur on an employee's regularly scheduled work day and by a minimum of four (4) hours of overtime if they occur on an employee's scheduled day off.

This means that In any callback situation, including court appearances, where there is at least twenty-four (24) hours notice to the employee, if an employee is called back to work prior to the beginning of his/her scheduled watch, regardless of whether it is the first or subsequent work day in his/her work schedule, he/she will receive the minimum overtime compensation defined above, unless the required call back time overlaps with the employee's regular work hours. If the minimum callback pay requirement overlaps with the employee's regularly scheduled hours, the employee will receive overtime only until the beginning of their watch.

The only time callback should be paid on top of regular salary is if there is less than twenty-four (24) hours notice. If there is less than twenty-four (24) hours notice and the callback overlaps with an employee's regular hours, the employee will be compensated at an overtime rate for either the three (3) or four (4) hours of the callback. To administer this, the employee would receive 1:1.5 for all hours worked up to the start of his/her shift and 1:0.5, in addition to his/her regular salary, for the remaining callback time after the start of the shift.

- 1) **COMMITTEE CALLBACK:** If an employee returns to work as a result of voluntary committee membership, such as the Department's Standing Committees, the employee will be paid overtime only for the actual time of the meeting and the callback provision will not apply. However, if an employee has been assigned to serve on a committee and attendance at that meeting is mandatory, the employee shall be compensated in accordance with the provisions of this article.
- 2) **CALLBACK DURING PERSONAL LEAVE:** Overtime or callbacks that occur while an employee is on personal or vacation time off will be treated as though it were a regularly scheduled work day if the time off was requested after notice of the work assignment resulting in the overtime or callback.

If an employee is required to report to work when on leave and the time is during his/her regularly scheduled hours, the employee will code all hours worked as regular work time on a 1:1 basis, with a minimum of three (3) hours work credited. If an employee is required to work when on leave and the time is not during his/her regularly scheduled hours, the employee will be compensated at a rate of 1:1.5 for all hours worked. The employee will receive callback pay as specified above, based on what the employee's eligibility would have been if the employee were working his/her regular schedule.

If an employee works a voluntary assignment during a leave period, he/she will be credited with hours worked at the rate of 1:1 for actual hours worked, unless an exception is granted by the City.

- 3) **COURT CALLBACK:** Callbacks stemming from court appearances for employees who have less than eight (8) hours off prior to their scheduled appearance time will commence with the time they are advised to appear and conclude when they are released from their subpoena without interruption for breaks, recesses, or standby, or the minimum callback, whichever is greater. If the employee has had at least eight (8) hours off, s/he will not be compensated for the court-established lunch period.

If an employee has more than one subpoena, and they are separated by more than the minimum callback, a second minimum callback applies. Court appearances that are continuous with the employee's shift are not callbacks, except as defined above.

- 4) **POSITION SELECTION PROCESS:** If an off-duty employee returns to work in order to participate in an interview or job selection process for another position within the City, the employee will be paid overtime only for the actual time of the meeting and the callback provision will not apply.

- d. **HOLDOVER** is defined as all hours worked continuous with an employee's end of shift.
- e. **SPECIAL SKILLS** are defined as advanced training in a specific field, involvement or knowledge in a particular case, or assignment to a specific category of investigation on an individual or team basis assignment to a specific area of the City.
- f. **DAY** is defined as the twenty-four (24)-hour period, beginning with the start of the employee's regularly scheduled shift.
- g. **WORK DAY** is defined as the twenty-four (24)-hour period, beginning with the start of the employee's regularly scheduled watch, except for the last regularly scheduled work day of an employee's work period. On the last regularly scheduled work day of an employee's work period, the work day is defined as the period that begins with the start of the employee's regularly scheduled watch and ends with the completion of the employee's regularly scheduled watch.

An employee's regularly scheduled work day will provide for a minimum of eight (8) consecutive hours off between watches, excluding training days or a change in work hours required by an investigative assignment as described in paragraph 17.18. Employees attending and instructing training will be given a minimum of eight (8) consecutive hours off between the training and the work day preceding and following the training. Recognizing the negative impact of fatigue to the employee's safety and in the event this scheduling conflict exists, the employee will be granted administrative time off, not from their own accrued banks, to provide the minimum hours off between required shifts (commonly referred to as "safety valve") to help ensure employee wellness. This provision does not apply to circumstances created by either voluntary overtime or voluntary short-term shift changes, trades, etc.

- h. **WORK PERIOD** is defined as beginning at the start of the employee's regularly scheduled watch on the first day of the scheduled work period and ending at the start of the employee's regularly scheduled watch on the first day of the next scheduled work period. Work periods shall be defined and posted in compliance with the Fair Labor Standards Act (FLSA). The parties agree

to a twenty-eight (28) day work period under the FLSA for police officers. This change in the length of the work period will not change the methodology used for calculating overtime.

- i. SCHEDULED OVERTIME means assignments which are deemed necessary, either "extra-duty" type, wherein the need for or request for personnel has been made, anticipated, and planned for at least five (5) days prior to the scheduled starting time or "on-duty" type, wherein the need for or request for personnel has been made, anticipated, and planned for at least forty-eight (48) hours prior to the scheduled starting time.
 - j. UNSCHEDULED OVERTIME means assignments which are deemed necessary, either "extra-duty" type, wherein neither the need for, nor the request for, personnel was anticipated or planned for at least five (5) days in advance of the scheduled starting time or "on-duty" type, wherein the need for nor the request for, personnel was anticipated or planned for at least forty-eight (48) hours in advance of the scheduled starting time.
 - k. EXTRA-DUTY OVERTIME means that overtime is paid for, or reimbursed for, by outside parties or entities.
 - l. WORK UNIT means the employees under the span of control of a regularly assigned first-line supervisor.
 - m. MEAL PERIODS AND BREAKS will be allowed under written Department guidelines. An employee's meal period shall be paid.
 - n. ALTERNATE SCHEDULES: Nothing herein prevents the implementation of alternative work day schedules or flexible work hours so long as it does not exceed FLSA standards. The City agrees to meet and confer with the Association prior to the implementation of a change.
 - o. DRAFT means an employee who is involuntarily assigned to work overtime other than the overtime work that is required to complete the activity of an employee's shift and mandatory meetings.
 - p. PYRAMIDING OF OVERTIME refers to counting the same hours against two different overtime limits.
- 17.2 Newly recruited employees in the classifications of Patrol Officer may be required to work beyond their normal shift schedule in accordance with existing departmental training and overtime practices. Employees assigned to act in the capacity of a supervisor shall work for a total of one (1) hour more than their normally scheduled work shift before being eligible for the overtime pay, unless held over to supervise operational activities or unless otherwise compensable under the FLSA.
- 17.3 Personnel who are working the shift during which Daylight Savings Time is lifted will be paid overtime at a one-and-one-half (1.5) rate for all hours in excess of their normal work day. Personnel who are working the shift during which Daylight Savings Time is imposed may use accrued holiday, compensatory or vacation hours to fulfill the number of hours required for that normal work day.
- 17.4 Employees may elect to receive either monetary compensation or compensatory time off for all overtime worked except in situations where the City is legally restricted from paying the overtime as compensatory time off. Employees choosing payment for overtime worked will receive such payment within the guidelines established under existing State and Federal laws governing the payment of wages.
- 17.5 Employees hired on or before July 1, 2003 may accrue up to two hundred twenty (220) hours of personal time (holiday time and compensatory time combined). For all employees hired after July 1, 2003, there will be a cap of one hundred (100) hours on compensatory time and one hundred twenty (120) hours on shift holiday accrual. Personal time in excess of the above caps shall be paid off automatically at the end of the pay period in which it is earned, unless supervisory approval to exceed that amount is granted. Employees who wish to receive payment for any accumulated hours accrued

in the calendar year may submit a request to the Department. The cash-out request must be submitted no later than December 31st immediately preceding the year of the cash-out and is subject to Department Executive Director approval based on availability of funds and the employee's actual accrual balance being sufficient to meet the request. Once approved, the employee may not revoke the request. Payouts will be processed in December of each calendar year based on the employee's request and the amount of personal time accrued as of the end of the the pay period prior to the pay period that includes December 1st. If, in the City's judgment, funds are available, employees shall be paid off on a pro-rata basis until such available funds are expended.

- 17.6 Unscheduled overtime requirements will be met by holding over employees already working and/or early callback of employees scheduled for work. The Department will offer such overtime to eligible employees in order of their seniority.
- 17.7 Employees may voluntarily sign up to receive a text message instead of a phone call when unscheduled overtime arises and there is a need to poll prior to drafting. This voluntary notification is non-compensable. No cell phone stipend will be paid to the employees. No employee will be paid overtime for receiving or responding to the text message. Overtime will be paid in accordance with Article 17.1(a) for the actual overtime worked, if assigned.
- a. The text will state the block, actual times if different than the standard block hours, skill, and the time the overtime will be assigned.
 - 1) Example: *Block 2 OT, Saturday, 10/10/15, any skill. OT assigned at 1200. Call x-2791 if interested.*
 - 2) Example: *Block 3 OT (1700-1900), Thursday, 10/21/15, dispatcher only. OT assigned at 1130. Call x-2791 if interested.*
 - b. If a text message is not received when it is believed one should have been received, the employee will hold the City harmless. The employee should notify the on-duty supervisor as soon as the issue is recognized so it can be researched.
 - c. Employees have thirty (30) minutes to respond to the text message by calling 541-682-2791 to advise they are interested in the overtime. Employees not interested in the overtime do not need to respond. After thirty (30) minutes, the overtime will be assigned by seniority to the employee that meets the skill requirement set forth in the text message. The employee assigned the overtime will be notified via a phone call from the on-duty supervisor. If an employee who volunteered does not hear from the supervisor, it is to be assumed the overtime was assigned to someone else.
 - d. If there is no volunteer for the overtime, drafting will occur in accordance with Articles 17.12 and 17.13 below.
- 17.8 Text messaging also may be used to notify employees of drafts to hold over from their scheduled shift.
- 17.9 Text messaging also may be used for any announcement that affects the staffing needs of the Communication Center including, but not limited to, emergency staffing needs and notification to move to a backup location. Major or catastrophic events requiring emergency staffing of the Communication Center will be paged as "Emergency Staffing Needed" and a brief description of the need.
- 17.10 Updates to the text notifications list will be allowed once a month. If an employee chooses to be added/removed from the text notifications list, they must fill out the appropriate form and submit it to their immediate supervisor. The update will be made within thirty (3) days following the request.

- 17.11 If overtime is scheduled in advance, the Department will post the assignment, including job requirements. In the event posted overtime is an "extra-duty" assignment, only those full-time Department employees meeting the job requirements are eligible to be assigned. Employees meeting the requirements may sign up, and the most senior of such employees will be assigned.
- 17.12 In the event that sufficient personnel do not accept such voluntary overtime, the assignments will be filled by drafting qualified employees in the inverse order of seniority. A drafted employee may be exempted from a given assignment in instances of personal hardship as defined in each work unit.
- a. Employees will not be drafted to work overtime assignments more than twice in any calendar month unless all other eligible employees have been drafted twice in the same month. Employees who are drafted more than two (2) times in a calendar month will receive double time for all drafts subsequent to the second draft.
 - b. Employees who are drafted for overtime assignments will receive one (1) hour overtime pay in addition to the actual number of hours worked if the assignment is separated by one (1) hour or more from the employee's regular shift.
 - c. Employees who work a block of six (6) or more hours of overtime shall receive a paid thirty (30) minute meal period. Both parties acknowledge that there may be times, due to operational issues, where employees may not receive a meal break.
 - d. When an employee is drafted out of order, the employee will receive the appropriate overtime compensation for the hours worked and will be credited with a draft count. The employee also will receive an additional hour of overtime pay paid at the rate of 1.5:1 to compensate for being drafted out of order. The employee who should have received the overtime will receive compensation for the posted hours of the overtime at the rate of 1.5:1. The employee will not receive a draft count nor will they receive additional compensation outside of the posted overtime hours. This paragraph applies only to the employees immediately affected by the original scheduling error. Any employees subsequently impacted are not considered to be immediately affected. Employees must notify a communications supervisor of the drafting error within fifteen (15) days of the occurrence.
- 17.13 Notwithstanding the provisions of Section 17.8 above, the following drafting provisions apply to all Communications employees:
- a. Any employee who signs up for voluntary overtime on a regular scheduled day off (RDO) will be the last employee (of those scheduled to work) considered available for any time period immediately preceding or following the voluntary overtime.
 - b. Drafts on an employee's regularly scheduled work day will not be affected by the provisions of paragraph (a) above. An employee on their regular work day would be required to work involuntary overtime unless the employee on their RDO volunteers for additional overtime.
 - c. Employees will not be drafted to work overtime assignments that are contiguous with the start of their first scheduled work day of the work week unless there are no other eligible employees to draft to work the overtime assignment.
 - d. Employees will not be drafted to work overtime assignments that are contiguous with the end of their last scheduled work day of the work week unless there are no eligible employees to work the overtime assignment. Employees identified in this section will be drafted before employees identified in section (c) above.
- 17.14 Part-time employees have the right to sign up for overtime and will be assigned overtime on a seniority basis if they have not yet worked an overtime block in the current pay period. Employees are eligible to work additional overtime if no other employee has volunteered to work the time. Part-time employees may be drafted to work overtime if they have not yet been drafted for an overtime block in the current pay period

17.15 The City may determine that special skills are required to complete an assignment effectively and efficiently. Such assignments and emergency situations shall be exempt from the requirements of Articles 17.6 and 17.11.

17.16 Overtime will be offered by seniority, within the employee's assignment first. If an insufficient number of employees volunteer, then it will be opened up to any qualified employee.

Patrol overtime will be open to all qualified sworn officers. Patrol overtime includes working a fixed or focused beat or a directed patrol assignment. However, regular Patrol officers (those not identified as working in a special assignment) will have priority for these assignments.

Extra-duty overtime in patrol is open to all qualified sworn officers who are not on light duty or restricted duty status, regardless of whether the assignment requires the wearing of a uniform or not, except if provision 17.16 of this Article applies.

In an effort to reduce drafts in communications, a Communications Supervisor may work floor overtime if no bargaining unit member is willing to work the overtime. A supervisor working the floor overtime on their regular work time can be bumped by a bargaining unit member until the start of the assignment. A supervisor working floor overtime on his or her day off can be bumped by a bargaining unit member up to 48 hours before the assignment.

17.17 For the purpose of assigning a primary investigator in case assignments, special skills shall include the following circumstances:

- a. If, in the City's judgment, it could be reasonably anticipated that a more senior employee would be unable to properly complete the assignment.
- b. If the assignment is to be made pursuant to a defined training plan or purpose.
- c. If the senior investigator has failed to meet a Department performance standard relative to fitness for duty, productivity, and/or performance on duty, or
- d. When it is necessary to more effectively distribute the work units' case load.

Senior employees who request it will be advised of the reason if they are not assigned.

17.18 Notice of shift changes will normally be given fifteen (15) days in advance. The City may decide in any situation that it deems an emergency to reschedule shift changes with less than fifteen (15) days of notice. The City may also determine the need for a directed patrol response to a specific crime problem which would require a temporary shift change of up to five (5) days in duration and no greater than four (4) hours of difference in normal starting time. Twenty-four (24) hours of notice will be given in the case of short-term directed patrol responses. Any shift change without the required notice as provided herein shall be subject to a penalty of four (4) hours pay at the overtime rate (one-and-one-half [1.5] times the regular rate) in addition to regular pay for all hours worked for the first work day.

If an employee is ill or injured either on or off the job and is being placed on a light duty job which necessitates a change in the employee's schedule or if an employee is involved in a traumatic incident and is being assigned to a different schedule because of the incident, the City is not required to give the fifteen (15) days' notice.

Except for directed patrol responses as outlined above, the City will give fifteen (15) days' notice to employees for changing their schedules within a shift on a short-term or long-term basis, including hours changes and changes in days off. If the City fails to give fifteen (15) days' notice, the employee will receive a two (2) hour overtime penalty. However, an employee may voluntarily waive the notice requirement.

The fifteen (15)-day notice requirement does not apply to employees working on a case or investigative assignment in which the working hours must be changed, in the supervisor's judgment, to successfully complete the assignment. In addition, the fifteen (15) -day notice requirement does not apply to schedule changes adjusting for or from an employee's non-mandatory training.

17.19 Certain assignments within the Department require flexible work hours. Employees who accept such assignments, after notification of any special requirements relating to hours and overtime, shall be considered to have agreed to these special conditions and to have waived the provisions of this Article except for overtime pay for hours worked in excess of an employee's regularly assigned shift.

In all such assignments where the City is requesting employees in that assignment waive any provisions of the contract, the City will give notice to the Association prior to any agreement with the employees. If there are assignments where special provisions have been agreed to, those provisions will be documented in writing with copies to the Association and all affected employees. Subsequent to the agreement, the special terms and conditions of the assignment will be included in any posting for vacancies in that assignment.

All current agreements will remain in effect. The City will provide the Association documentation of all existing agreements. The City shall identify all current assignments with flexible work hours by July 15, 2008.

17.20 In any instance where the provisions of Articles 17.6 or 17.11 are violated, the remedy granted to the senior employee(s) who grieve shall be limited to the amount of overtime worked by the junior employee(s), or equivalent compensatory time, or other remedy mutually agreeable to the parties.

17.21 There shall be no pyramiding of overtime provisions (i.e., hours worked in excess of the normal work day that are paid as overtime will not count toward weekly overtime hours).

17.22 The following terms are agreed to for all Patrol Officers:

a. Employees will work a schedule of four (4) days on and three (3) days off. All regular work days will be ten (10) hours.

17.23 The following terms are agreed to for sworn officers in the Property Crimes, Financial Crimes, and Violent Crimes units in the Investigations Divisions:

a. Employees will work a schedule of four (4) days on and three (3) days off. All regular work days will be ten (10) hours. Individual detectives wishing to work a 5/8 schedule may do so with supervisory approval.

17.24 The following terms apply to all canine officers in both Patrol and Investigations:

a. All employees who have responsibility for housing and caring for a Department canine will be compensated four (4) hours of overtime each twenty-eight (28) day FLSA work period for the care and feeding of the dog. In addition, they will be allowed to take off ten (10) hours during each FLSA period, in exchange for time caring for the dog on a daily basis. If the canine officer is assigned as a patrol counter, the canine officer will receive ten (10) hours of compensatory time each FLSA period in lieu of the ten (10) hours off. Both parties agree that the time spent caring for the animal should be no more than one-half (0.5) hour per day. Any time spent other than normal care for the dog (e.g., veterinary appointments), will be treated as any other overtime and should be approved by a supervisor and recorded on the time sheet. The overtime will be for actual hours only and will not be considered callback under the terms of this Article.

b. Employees who transport a department canine will be considered on duty and compensated for time spent driving to and from work. Employees' shifts will begin when they leave (clear) from their residence and will end when they arrive (secure) at their residence. Transportation should be completed within regular shift hours.

- c. In the selection of new canine officers, preference will be given to those living within fifteen (15) minutes driving time from the City limits.

17.25 Phone calls received at home by employees for the purpose of questions or inquiries on work related subjects are considered work performed. However, consistent with all time recording under FLSA, if the time is considered de minimis, it will not be compensated. Phone calls that are less than seven and a half (7.5) minutes will not be compensated. Employees who are engaged in phone calls that are at least seven and one half (7.5) but no more than thirty (30) minutes in length will receive two (2) hours of overtime pay. Employees who are engaged in phone calls that are over thirty (30) minutes will receive callback pay as defined in Article 17.1.c. of the current agreement.

17.26 The parties agree to the following with regard to Communications Center employees:

- a. Employees will work a ten (10) hour day. Within that ten (10) hours, the City will provide a paid thirty (30) minute lunch break and a fifteen (15) minute shift briefing period. The City will follow FLSA requirements for 15 minute breaks, also to be scheduled within the ten (10) hour workday. When an employee requires a second lunch break due to an overtime assignment or draft, that additional lunch break will be paid. Shift start times will be:

Early Days	0700 – 1700 hours
Late Days	1145 – 2145 hours
Early Nights	1645 – 0245 hours
Late Nights	2130 – 0730 hours

- b. Shift Bidding: Employees may sign up for any shift and/or regular day off pattern that is available on the sign-up sheet if they are qualified and eligible for that position.

17.28 The parties agree to the following with regard to Records employees:

- a. Employees will work a ten (10) hour day. Within that ten (10) hours, the City will provide a paid thirty (30) minute lunch break. The City will follow FLSA requirements for 15-minute breaks, also to be scheduled within the ten (10) hour workday. When an employee requires a second lunch break due to an overtime assignment or draft, that additional lunch break will be paid.

Article 18 TIME OFF IN LIEU OF HOLIDAYS

18.1 Employees will accrue personal time off in lieu of holidays at the rate of one-hundred twenty-two (122) hours per year. Holiday time will accrue each bi-weekly pay period based on hours of work and paid leave time coded. Time off in lieu of holidays taken by an employee will be deducted hour for hour. Employees upon termination are entitled to a pro-rated holiday accrual for any portion of the last month served.

18.2 Shift holiday accrual caps and payouts are outlined in Article 17.5.

18.3 If an employee takes a designated holiday off, s/he must charge time off to shift holiday up to a maximum of eight and six-tenths (8.6) hours. If an employee's regular shift is greater than eight and six-tenths (8.6) hours, the remainder of the time off will be paid but the employee will not be required to charge the time to any of his/her personal leave banks. The designated holidays are New Year's Day, Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving, and Christmas.

18.4 The City shall not require an employee to take off any holidays.

18.5 If an employee exhausts all of his/her holiday time, the employee shall be allowed to utilize other personal leave banks in order to take time off on a holiday.

18.6 Employees cannot use accrued holiday leave until the completion of the pay period in which it is earned.

Article 19 VACATIONS

19.1 Vacations shall accrue according to the following schedule:

Length of Continuous Service in Years	Full-Time Annual Accrual Rate	Full-Time Pay Period Accrual Rate
less than 2	100	3.846
2 but less than 5	116	4.462
5 but less than 10	140	5.385
10 but less than 15	164	6.308
15 but less than 19	180	6.923
19 but less than 24	196	7.538
24 and over	220	8.462

Vacation will accrue each pay period based on the schedule above for all hours of regular work and paid leave coded. Vacation accrued during the first twelve (12) months of continuous service shall not be credited as earned vacation until the employee completes the first twelve (12) months of continuous service. Part-time employees accrue vacation on a pro-rated basis according to their regular work schedule.

19.2 Earned but unused vacation credits shall be allowed to accumulate up to four hundred forty (440) hours.

19.3 If an employee's earned but unused vacation credits reach the maximum accumulation allowed in accordance with Article 19.2 above, the City may give reasonable notice of mandatory vacation of sufficient duration, at a time as mutually convenient as possible to both the employee and the City, to reduce unused credits below the maximum allowable accumulation. The employee will make every effort to schedule available vacation hours to bring their balance below the maximum allowance. If the City and the employee are unable to so schedule such a mandatory vacation, the value of any vacation credits in excess of the maximum accumulation as of the end of the pay period prior to the pay period that includes December 1st shall be paid to the employee prior to the end of the calendar year at the employee's current wage rate.

19.4 Upon the termination of an employee for any reason, s/he shall be paid an immediate lump sum payment for earned, but unused, vacation credits at the employee's current wage rate in accordance with the schedule below:

<u>Seniority in Years</u>	<u>Hours</u>
less than 10	240
10 and over	2 times the annual accrual rate

19.5 The City shall make all reasonable efforts to ensure that the vacation times of employees are not interrupted by court appearances.

19.6 The parties agree to the following with regard to Communications Center employees:

- a. During the annual primary vacation bid, employees shall be allowed a maximum of four, one-week (40 hour) vacation periods as their primary vacation bid. The maximum length of a primary vacation is 160 hours for a full-time employee and 60 hours for a part-time employee. The weeks may be taken together or separately based on the preference of the employee and options available on the primary vacation sign-up calendar.

Article 20 STANDBY COMPENSATION

- 20.1 Employees who are notified that they are on standby status subject to a call to duty shall remain on such status and be entitled to standby compensation until relieved by their supervisors. Such employees may be required to report to work and be ready for duty within forty-five (45) minutes of notification.
- 20.2 Compensation for mandatory standby duty shall be granted at the rate of one (1) hour of payment at the employee's normal rate of pay for each six (6) hours on standby duty for the first sixty-five (65) consecutive hours of standby duty, at the rate of one (1) hour of payment at the employee's normal rate of pay for each four (4) hours on standby duty from sixty-six (66) hours through seven (7) consecutive days, and at the rate of one (1) hour of payment at the employee's normal rate of pay for each two (2) hours on standby duty beyond seven (7) consecutive days. This will be calculated by taking the total number of hours an employee is on standby and dividing it by six (6) and then rounding it to the nearest tenth (0.1) of an hour. Standby hours may or may not be contiguous with an employee's regular shift and are exclusive of otherwise compensated time. Standby or on-call time shall be treated in conformance with provisions of the FLSA. Anytime an employee is placed on mandatory standby, s/he will be granted a minimum of one-half (0.5) hour of straight time pay.

Article 21 DEFENSE & INDEMNIFICATION

- 21.1 The City acknowledges its legal responsibility to provide its employees with a defense and indemnification against any tort claim, demand, or action as prescribed by law.
- 21.2 If an employee is issued a citation by anyone who is not a police officer, which the employee believes to be in retaliation for the employee's action(s) as a police officer, the employee may request that the City implement the following steps:
 - a. The City will request the City Attorney's office to initiate an investigation to determine if the employee's action(s) were within the course and scope of employment and not malfeasance in office or willful or wanton neglect of duty.
 - b. The City will investigate the employee's allegations that the citation is retaliatory.
 - c. If the employee's actions were within the course and scope of employment and not malfeasance in office or willful or wanton neglect of duty and there is cause to believe the citation is retaliatory, the City will provide the employee with counsel for defense and with indemnification on any such citation.
- 21.3 Anytime an EPEA member is named as a personal defendant, or there is a high likelihood of being named as a personal defendant, in an ongoing litigation between a third party and the City of Eugene, the Association will inform the City when it wishes its attorney to monitor the lawsuit and which officer(s) the Association wishes the attorney to monitor on behalf thereof.
 - a. The City of Eugene promises that the attorneys representing it will make all effort possible to coordinate the relevant meetings so that the attorney for the Association can be present at those meetings.

- b. The attorneys for the Association promise that, if the primary attorney cannot make a meeting and it cannot be rescheduled, the law firm will make every effort possible to have an alternative attorney present at the meeting.
 - c. In the event that the respective attorneys cannot coordinate a meeting so that an attorney for the Association can be present and the meeting must take place at that time, the Association's attorney will designate to the City which of the Association's members will be deemed an agent of the law firm. The City will then indicate whether or not it will allow that person to attend as an agent of the law firm.
- 21.4 The City agrees to reimburse a bargaining unit employee for reasonable, usual, and customary legal fees charged by an attorney as a direct result of criminal charges or a criminal investigation arising out of the employee's performance of his or her duty as a Police Department employee, which is within the course and scope of his or her employment with the City.
- a. The reimbursement will not be made if:
 - 1) The employee is convicted by verdict or plea, or pleads no contest to criminal charges arising out of the incident; or
 - 2) The employee has sustained disciplinary charges at a level higher than written reprimand based on his/her actions which formed the basis for the possible criminal liability, unless the discipline is overturned completely or reduced to a written reprimand or lower through the grievance arbitration process.
 - b. The City shall have no obligation to reimburse the Association or counsel for the Association for costs or Association legal fees in any instance where the employee or the Association elect to have counsel for the Association represent the employee involved in the incident at any stage of the criminal proceeding, including, but not limited to, any grand jury proceeding.
 - c. The City shall have no obligation to reimburse an employee, the Association, or counsel for the Association for costs or legal fees associated with representation at pre-disciplinary proceedings or through the grievance process.
 - d. Any reimbursement required shall be made only at the conclusion of all criminal and disciplinary proceedings up through the conclusion of the arbitration proceedings against the employee arising out of the incident and are subject to the following monetary maximums:
 - 1) Legal fees related to a grand jury investigation and/or appearance: \$5000.
 - 2) Legal fees related to a grand jury or post-grand jury indictment or other charging instruments: an additional \$10,000.
 - e. To receive reimbursement under this Article, the employee must select one (1) attorney from a list of eight (8) which has been mutually agreed upon by the Eugene Police Employees' Association and the City Attorney. Neither party shall unreasonably oppose the inclusion of an attorney on the list. Within sixty (60) days of the execution of this agreement, the Association shall submit to the City Attorney the names of the attorneys it proposes for inclusion on the list. If the City Attorney does not object to an attorney on the list within ten (10) working days, the attorney shall be included on the list. The names on the list shall be reviewed every six (6) months upon the request of either party. If no attorney on the list is available to represent a bargaining unit employee, the employee may obtain another attorney with approval of the City Attorney's office.
 - f. Before becoming obligated under this Article, the City shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of time spent and describing briefly the purpose of such time. If the City in its discretion feels the charges exceed reasonable, usual and customary

fees normally charged, the City may submit the bill to a mutually acceptable arbitrator. The arbitrator's determination will be final and binding for the City's obligation under this Article.

Article 22 LIFE INSURANCE

The City will provide life insurance and an accidental death and dismemberment benefit at a scheduled amount rounded off to nearest thousand which would be two (2) times the employee's current annual regular rate of income, to a maximum benefit of \$160,000 or four (4) times for accidental death to a maximum of \$320,000. For employees age seventy (70) or over, this benefit will be reduced to sixty-five percent (65%) of the full amount. For employees age seventy-five (75) or over, the benefit will be reduced to forty-five percent (45%) of the full amount.

Article 23 HEALTH AND ACCIDENT INSURANCE

23.1 The City shall provide non-occupational health insurance for its eligible employees. Employees covered by this agreement may select health insurance under either the City Health Plan or the City Managed Care Plan. Premiums shall be based on differential rates for single, two-party, and family coverage. All full-time employees and their qualifying dependents are eligible for coverage on the first of the month following the employee's date of hire (coverage for an employee hired on the first day of the month shall be effective on the first of the next month). This program is designed to reduce the financial hardship of employees in case of serious injuries or illnesses. The City shall also provide a dental plan and vision care plan for employees covered under this agreement. Employees must either elect or opt out of health coverage within sixty (60) days of their date of hire or the employee only will be automatically enrolled in the City's default health plan as outlined in the City's Health Plan Documents. Employees automatically enrolled in default coverage will have an additional two weeks to elect coverage under the default health plan for qualifying family members.

23.2 The City will cover 95% of the total cost of the health insurance premium for full-time employees (32 hours per week and above). Employees on both the City Health Plan and Managed Care Plan will be required to pay five percent (5%) of the total cost of the premium for health insurance based on a tiered rate for single, two-party, and family. There will be a maximum cost per month of \$72 for single, \$118 for two-party, and \$157 for family coverage.

23.3 Part-time employees have the following two (2) options for health insurance coverage:

- a. Medical/dental/vision coverage for the employee and their dependents, if the employee agrees to pay a portion of the health insurance premium pro-rated to their standard hours in the payroll system, based on the following levels.

Standard Hours	Employee Contribution
32.0 hrs/week and above	Same as full-time employee as defined in the Agreement
24.0-31.9 hrs/week	25% of the total premium, based on a tiered rate (two-party or family)
20.0-23.9 hrs/week	50% of the total premium, based on a tiered rate (two-party or family)

- b. Medical/dental/vision coverage for the employee only at the same costs as described in Articles 23.2 above.

23.4 Entry to the City insurance plans are subject to the plan documents' eligibility and enrollment rules or the Insurance Commissioner of the State of Oregon.

23.5 The City shall provide a City-paid Employee Assistance Program to provide individual, family, career, and other counseling services; participation in which shall be voluntary. In addition, the employee's

participation shall be confidential. The City shall be entitled to be informed of the employee's participation in the program, but shall not contact any of the medical providers of the program to ascertain information concerning the employee without the employee's written consent.

The same provider may be used by the City for a wide variety of services, including, but not limited to, training, work group intervention, mediation, and critical incident debriefs. These work-site related services are not part of the "Employee Assistance Program" as defined by this provision.

- 23.6 Employees who retire from the City shall be eligible to participate in the City's health and accident insurance program, at their own expense, in accordance with applicable law.
- 23.7 The parties agree to participate in a benefits study group with other employee groups which may make non-binding recommendations to City management and the Association on benefits design and health insurance cost-containment proposals during the term of this agreement.
- 23.8 So long as an employee is permanently and totally disabled by way of a final order of the Workers' Compensation Division, the City will pay the health insurance premiums for that employee so long as s/he remains permanently and totally disabled. This payment shall terminate when the employee qualifies for disability under Social Security or when the employee qualifies for Medicare, whichever occurs first. The employee shall pay the premiums prior to the time that the permanent and total disability determination is made but shall be reimbursed upon receipt of that determination by the City.
- 23.9 The City shall provide the Association with a copy of every insurance policy covering its members.
- 23.10 Officers on special teams or in certain special assignments will be required to complete physical examinations. The City will notify the Association of all special assignments which, as a condition of the assignment, require employees to complete physical examinations. The notification will include the type of examination and the frequency of the required examination.
- 23.11 The City will make a comprehensive physical examination by the City's occupational health provider available on a voluntary basis every five (5) years, based on age, to all sworn police officers. The purpose of the examination is to determine if the officer has any medical conditions that might affect his/her ability to perform his/her job requirements. At age 55, the exam will be available annually.
- 23.12 The following provisions will be applicable to physical examinations conducted under 23.10 or 23.11 above.
 - a. The City's occupational health provider will have the responsibility for determining the components of all examinations and for conducting them. Any examination or testing performed must be job related and relevant to the classification for which the examination is being completed.
 - b. All records and correspondence related to this examination shall be maintained by the attending physician and shall not be released to any party without the employee's consent, except as noted below.
 - c. The City shall not request, nor receive, any medical information as a result of these examinations other than whether or not the employee is fit to perform the duties related to their position or special assignments, unless the physician determines the employee is not fit for duty. The results of the exam shall be used for the limited purpose of determining fitness for duty exclusively.
 - d. If the physician determines an employee is unfit for duty, the City will be given only the information necessary to make appropriate business decisions, such as the nature of the illness or injury, the recommended follow-up, and the restrictions or limitation placed on the employee. Generally, employees will be referred to their treating physician for continued assessment and treatment. If the City requests information beyond the specific fitness evaluation findings, the amount of information to be released shall be determined by the physician based upon his/her diagnosis.

- e. If the employee files a workers' compensation claim, the information from the physicals would be subject to Oregon Workers' Compensation or other applicable statutory confidentiality and release requirements.
- f. All examinations by the City's occupational health provider and related laboratory costs shall be borne in full by the City. The employee will not be responsible for these costs.

23.13 See Appendix B for a list of medical, dental and vision care benefit changes during the term of this agreement.

Article 24 RETIREMENT

- 24.1 The City shall participate in the Oregon Public Employees Retirement System (PERS) and the Oregon Public Service Retirement Plan (OPSRP), as applicable to employees covered by this Agreement. Any changes in the public employee retirement plans which are enacted during the life of this Agreement by statute or administrative rule will apply to employees covered by this Agreement.
- 24.2 As of the date that an employee becomes eligible for contributions to the PERS or OPSRP Individual Account Program (IAP), the City agrees to pay six percent (6%) of each eligible employee's salary, as defined by the ORS as the employee's contribution to the employee's IAP account (which includes the Employee Pension Stability Account (EPSA)).
- 24.3 Employees who defer at least one percent (1%) of their base salary to the City's Deferred Compensation Plan each pay period will receive an Employer contribution of three percent (3%) of the employees' base salary for the pay period to the employee's pre-tax deferred compensation account.
- 24.4 Eligible employees may enroll in the Deferred Compensation Program at any time.
- 24.5 Effective upon the first full pay period following ratification of this contract, newly hired or rehired employees will be automatically enrolled in the City's default Deferred Compensation Plan unless they earlier enroll or opt out prior to process completion. Upon completion of the automatic enrollment process, employees will be enrolled at the one percent (1%) employee contribution rate and will receive the Employer contribution rate as described in Section 24.3. Employees transferring from a different bargaining unit into an EPEA-represented position will be automatically enrolled as outlined in this paragraph unless they are currently enrolled and contributing to the City's Deferred Compensation Plan. Current EPEA-represented employees who are not contributing to the Deferred Compensation Plan will not be automatically enrolled but may choose to enroll at any time.

Article 25 LONG-TERM DISABILITY INSURANCE

During the life of this agreement, the City will provide a long-term disability benefit for bargaining unit members disabled due to off-or on-the-job injury or illness. The long-term disability benefit will insure sixty-six percent (66%) of the employee's base salary at the time of disability (up to \$6,000 per month). Benefits for eligible employees will begin ninety (90) days from the date of disability, as determined by the insurance company. If an employee becomes eligible for long-term disability, the employee shall not be terminated until one (1) year has elapsed from the date of disability. Employees eligible for long-term disability will be on leave from the City without pay unless receiving paid leave as provided in this contract.

Article 26 WORKERS' COMPENSATION

- 26.1 Employees who sustain an injury or illness compensable under the State of Oregon Workers' Compensation law and who are eligible for workers' compensation temporary disability (time loss) benefits, will receive wage continuation in lieu of temporary disability benefits, which will ensure the

employee's normal take-home pay (not including overtime) for a period of one hundred eighty (180) calendar days following the date the claim becomes disabling. If an employee is to be off work beyond one hundred eighty (180) days as a result of a work-related injury or illness, an employee may use accrued sick leave, vacation, holiday and/or compensatory time may be applied to supplement the employee's worker's compensation benefits up to the level of his/her normal take-home pay until such leave is exhausted. Each employee will be insured under the provisions of the Oregon State Worker's Compensation Act. Medical progress reports may be required prior to approval of such payments.

- 26.2 In the event an employee has exhausted all sick leave and personal time off, the City agrees to pay this wage supplement for sworn employees, or those non-sworn employees with five (5) or more years of service, until such time as three hundred sixty (360) days have elapsed from the date s/he is unable to perform his/her regular work duties. In no case shall the wage supplement extend beyond three hundred sixty (360) calendar days from the date the claim becomes disabling.
- 26.3 To seek treatment for an injury or condition covered by workers' compensation, employees should schedule medical treatment during off-duty hours whenever possible. Employees must get prior approval from their supervisor for medical appointments during work hours. Approval will not be unreasonably denied.

Article 27 SICK LEAVE

- 27.1 To reduce the financial burden of time off due to non-occupational illnesses and injuries, employees shall accrue sick leave at the rate of one hundred two (102) hours per year dispersed in twenty-six (26) equal bi-weekly payroll periods. The amount of leave accrual will be pro-rated in any pay period where the employee takes leave without pay. Part-time employees with a regular work schedule will code sick leave hours according to the scheduled hours to be worked that day. There shall be a limit of one thousand two hundred (1,200) hours on the amount of sick leave time that can be accrued. Accrued sick leave may not be used until the completion of the pay period in which it is earned, unless otherwise allowed under provisions of the Oregon Sick Time law.
- 27.2 Sick leave shall be used for personal illnesses, injuries, and medical appointments. Employees may also use sick leave in compliance with the Oregon Sick Time law, the Family and Medical Leave Act (FMLA), and/or the Oregon Family Leave Act (OFLA). It shall be used in conjunction with Workers' Compensation consistent with Article 26, Long-Term Disability Insurance. Employees must obtain prior approval from their supervisor for medical appointments during work hours. Whenever possible, appointments should be scheduled outside work hours. Unused sick leave shall not be compensated upon termination except as indicated in Article 27.9 below.
- 27.3 Employees may also use up to three (3) days of sick leave per occurrence because of a serious illness of a family member that does not qualify for Oregon Sick Time, FMLA, or OFLA leave where the employee's presence is necessary for the care of the family member. For purposes of this Article, "family member" is defined as the employee's spouse, child, parent or parent-in-law, dependents, and/or other individuals living in the same household. "Family member" also includes domestic partner and the equivalent family relations for employees who are in a qualifying domestic partner relationship pursuant to the City policy on health insurance coverage. Exceptions to the three-day limit on use of sick leave may be approved by the City.
- 27.4 An employee requesting time off due to a non-occupational illness or injury or medical appointment must charge the time to his/her sick leave accrual. If an employee has no sick leave or Oregon Sick Time accrued, s/he will be placed on leave without pay unless an exception is granted by the City. Exceptions will be granted for chronic, long-term, or catastrophic illnesses only. If an exception is granted, the employee may use other available accruals for sick leave purposes.
- 27.5 Employees who qualify under the City's Leave Donation Program may receive time donations in catastrophic circumstances.
- 27.6 The City may request a doctor's verification of an employee's condition of health. For time off qualifying as Oregon Sick Time, verification of illness by a doctor's certificate may be requested only

after the employee has been absent for three (3) consecutive scheduled work shifts. When requested, the employee must provide a medical release to return to work and/or verification satisfactory to the City's physician. A doctor's verification of illness may be required by the City in cases of frequent use of sick leave or when the pattern of sick leave usage indicates potential abuse of sick leave privileges. 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 employee. Expenditures in excess of the usual and customary charges for a visit will be paid by the City, providing the employee informed his/her supervisor and received approval for the excess costs prior to incurrence of such liability. The City will not be liable for any expenses resulting from a doctor's verification if the employee has abused the sick leave benefit.

- 27.7 Verification by an independent medical examination (IME) may also be required in any circumstance in which the City reasonably judges the employee's health status to constitute an obstacle to performing his/her full range of duties without limitations. When the City requires an examination under this provision, the City shall be responsible for the costs of the examination. In the event the City decides to require an employee to participate in an independent medical examination, the employee shall be informed of the decision in writing. Such written notice shall include a statement of the reason(s) for the decision and shall be given in a timely manner. The employee shall cooperate with the City in scheduling and completing the IME. In the event the employee's personal treating physician desires to have information from the independent medical examiner to be utilized in the treatment of the employee, the City will make reasonable efforts to have the information provided to the treating physician.
- 27.8 Employees will be awarded an annual Be Well day. The Be Well day is accumulated annually on a calendar year basis. Full or part-time employees will receive the day on a prorated basis reflected by FTE. At the end of each calendar year, employees who have not used the annual Be Well day will receive the equivalent current FTE value contribution to their Deferred Compensation account. To receive this alternative benefit, employees must be Deferred Compensation participants.
- 27.9 Retiring employees shall receive credit for unused sick leave for the purpose of calculation of final average salary for PERS retirement benefits as provided in the ORS and Oregon administrative rules governing PERS.
- 27.10 The following standards apply for requesting time off and documentation of time off for sick leave:
- a. Supervisors must be notified as soon as possible before, or at the beginning of, the scheduled shift when an employee needs to use sick leave, unless the supervisor gives different directions or the employee has made a concerted effort to contact the supervisor and has been unable to do so. The employee shall be expected to provide such notice personally.
 - b. Supervisors have the right to inquire of employees the nature of an illness for any work related reason (e.g., projected length of time off and ability to perform duties), but should avoid asking specifics of an illness. Employees should not be required to specify their illness on their requests for time off, time sheets, or any other documentation.
 - c. Employees must specify on their request for time off whether the sick leave use is for themselves or a family member. Also, employees should indicate if it is parental leave time.
 - d. All records related to employees' illnesses or any medical information should be kept separate from other personnel records.
 - e. Supervisors have the right to verify sick leave use both for employees and for employees' family members if they suspect abuse or there is excessive use of sick leave.

Article 28 COMPASSIONATE LEAVE

- 28.1 In the event of a death in the immediate family, miscarriage, or stillborn birth of a child, employees shall be granted compassionate leave of up to five (5) working days, or the forty (40) hour equivalent, as warranted by the circumstances to make funeral arrangements and attend the funeral. Compassionate leave should normally be taken within two (2) weeks of the death. Employees also are entitled to protected bereavement leave as provided for by OFLA. Compassionate leave shall run concurrently with OFLA.
- 28.2 For purposes of this Article, immediate family is defined as spouse, domestic partner, parent, child, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandparent, grandparent-in-law, foster parent or legal guardian, or any person living in the affected employee's household and the equivalent family relations for employees who are in a qualifying domestic partner relationship as defined by City policy on health insurance coverage.
- 28.3 The Chief or his/her designee may grant exceptions to the limitations defined above in 28.1 and 28.2 based on the situation.
- 28.4 Compassionate leave shall not be charged to sick leave accumulation.
- 28.5 Employees may be granted compassionate leave with pay of up to four (4) hours to attend the funeral of a coworker. Employees may also be granted leave with pay of up to four (4) hours for other funerals if the employee is serving as a pallbearer.
- 28.6 Vacation, compensatory time, or holiday time may be used to supplement compassionate leave with the supervisor's approval. In some circumstances, the use of sick leave in conjunction with compassionate leave may be appropriate.

Article 29 MILITARY LEAVE

- 29.1 Annual Training Leave: An employee who is a member of the National Guard or a reserve component of the Armed Forces of the United States is entitled to leave not to exceed fifteen (15) work days in any training year for annual active duty training in accordance with Oregon Revised Statute 408.250. The training year coincides with the federal fiscal year. Employees are expected to inform the City of the dates of the training year after their unit fixes those dates and provides them to the employee. Such leave shall be granted without loss of pay or other leave and without impairment of other rights or benefits to which s/he is entitled, providing the employee receives bona fide orders to active training duty for a temporary period, provides such orders to the City, and returns to his/her position within legally defined time frames. Employees may, but are not required to use accrued personal time to cover weekend military training leave. Employees may use accrued personal time to cover additional National Guard or reserve training leave in accordance with the provisions of Article 11, Seniority. If the employee is denied personal time off, leave without pay shall be allowed in accordance with State and Federal laws for reserve military training of any length of time including weekends.
- 29.2 Military Leave While on Active Duty: Employees called up for active duty in one of the uniformed services of the United States military will be granted leave without pay in accordance with applicable state and federal laws.

Article 30 WITNESS OR JURY DUTY

- 30.1 An employee shall receive his/her regular salary for any period of required service as a juror or witness. All moneys received for such services shall be surrendered to the City. Employees shall report for work when less than a normal work day is required by such duties.
- 30.2 When reasonable, an employee on jury duty will be administratively reassigned to day shift for the extent of such jury duty. The decision regarding a change in shifts will be dependent on the jury duty requirements and duration.

Article 31 LEAVE WITHOUT PAY

- 31.1 A regular employee may take leave without pay of up to one (1) year if approved by the City. Leave without pay of a longer duration may be approved by the City in special circumstances. The employee's request and the City's response shall be in writing.
- 31.2 Employees will be granted family medical leave and parental leave in accordance with State and Federal law.
- 31.3 Employees on authorized voluntary leaves without pay for one (1) calendar month or more will not be eligible for any insurance benefits provided under the terms of this Agreement, except as required by the Family Medical Leave Act (FMLA).
- 31.4 Except for military leave, workers' compensation leave, or qualified family medical leave (FMLA), employees who voluntarily take a leave without pay of one (1) month or more will have their credited years of service, merit review, probationary end date and seniority date adjusted to reflect a deduction of the time of the leave without pay. Exceptions may also be granted for chronic, long-term, or catastrophic illnesses which result in the employee exhausting all accrued leave time.
- 31.5 Employees who work intermittent hours during a leave without pay (e.g., court time) will be paid as hourly employees and will continue to be ineligible for accruals or benefits.

Article 32 MILEAGE RATE AND TRAVEL EXPENSES

- 32.1 Employees covered by this contract shall be reimbursed according to applicable City policies covering mileage and travel expenses, except as provided in Article 32.2 below. The City compensation rate for mileage reimbursement shall be that rate established by the Federal Internal Revenue Service. The mileage compensation rate may fluctuate up or down to remain consistent with rate changes established by the Federal Internal Revenue Service. The City will post such current policies on bulletin boards available to Association members and shall provide a copy to the Association. The employee may choose alternative travel and subsistence benefits available from another agency.
- 32.2 Employees who have to make one (1) day trip outside the Eugene area will be reimbursed for their lunch expense based upon receipts, within the City's policy limits.

Article 33 WORK EQUIPMENT REIMBURSEMENT

- 33.1 The City shall reimburse employees for personal property stolen, damaged, lost, or destroyed as a result of the employee's performance of his/her duties. However, reimbursement may not be granted if the employee's negligence or wrongful conduct was a substantial contributing factor for the theft, damage, loss, or destruction. The final decision whether to reimburse for repair or whether to replace the item shall remain with the City.
- 33.2 Only those personal items that have a direct use or application in the employee's performance for assigned job duties will be considered for reimbursement under this Article. The reimbursement schedule may be revised from time to time by mutual agreement between the parties.
- 33.3 Each employee shall receive reimbursement for certain items at the lower of replacement costs or scheduled amount:
 - a. Clothing: \$125 maximum each item or \$325 for all clothing;
 - b. Footwear: \$150;

- c. Binoculars: \$100;
- d. Wristwatches: \$125;
- e. Briefcases: \$75;
- f. Glasses or contact lenses: \$350 (if not covered by Workers' Compensation);
- g. Miscellaneous items not listed: \$125.

33.4 The Department shall issue firearms, handcuffs, protective vests, flashlights, and department approved duty gear appropriate to the employee's regular assignment.

Article 34 CLOTHING ALLOWANCE

Forensic Analysts, Forensic Technicians and all sworn personnel in regular plainclothes assignments are eligible for clothing allowance. The annual clothing allowance for eligible employees shall be \$800 per year, payable each pay period, effective the beginning of the pay period closest to the effective date of the transfer to a qualifying assignment.

Article 35 GRIEVANCE PROCEDURE

35.1 A grievance, for the purpose of this agreement, is defined as a dispute regarding the meaning or interpretation of a particular clause of this agreement or regarding an alleged violation of this agreement.

35.2 Grievances which involve multiple grievants working in different work units or grievances by a discharged employee shall commence at Step 3. Grievances of any discharge, demotion, suspension without pay, or reduction in pay for disciplinary reasons shall commence at Step 3 of the grievance process. All other grievances shall commence at Step 1, unless the parties mutually agree to start at a higher step.

35.3 Step 1: The aggrieved employee and/or the Association representative shall first attempt to informally resolve the issue with the employee's immediate supervisor within fifteen (15) business days from the occurrence thereof, or of the employee's knowledge thereof.

35.4 Step 2: In the event such attempt is unsuccessful, the employee and/or the Association representative shall submit within this 15 business day time period written notice to the Lieutenant or Section Manager and a copy to the Association, including:

- a. A statement of the grievance and relevant facts;
- b. The specific provision(s) of the contract violated; and
- c. The remedy sought.

35.5 The Lieutenant or Section Manager shall respond to the employee in writing within ten (10) business days of receiving the employee's written notice, with a copy to the Association.

35.6 Step 3: If, after receiving the Lieutenant or Section Manager's written reply, the grievance remains unadjusted, the grievance may be submitted within ten (10) business days to the Division Manager or his/her designee who shall have the authority to completely and fully resolve the grievance. The Division Manager or his/her designee may meet with the employee's immediate supervisor and the aggrieved party, who may request an Association representative at the meeting. The Division Manager shall respond to the grievance in writing within ten (10) business days of receipt of the grievance, with a copy to the Association.

- 35.7 Step 4: If, after receiving the Division Manager's written reply, the grievance remains unadjusted, the grievance may be submitted within ten (10) business days to the Chief. The Chief or his/her designee who shall have the authority to completely and fully resolve the grievance may meet with the aggrieved party, Association representatives, and the Human Resource Manager or his/her designee, and shall respond to the grievance in writing within fifteen (15) business days of receiving the grievance, with a copy to the Association.
- 35.8 Step 5: If, after receiving the Chief's written reply, the grievance remains unadjusted, it may be submitted by mutual agreement to mediation (if the parties agree to mediation, the timelines will be temporarily waived and submission for future arbitration is in no way hindered by this process, unless the grievance is resolved in mediation) or, if no mutual agreement, it may be submitted by the Association, within thirty (30) business days of the Chief's response to an arbitrator in the following manner:
- a. The parties will negotiate a mutual statement stipulating the issue to be submitted to arbitration.
 - b. For all grievances except disciplinary grievances involving sworn police employees, a list of seven (7) arbitrators from the State Mediation and Conciliation Service (SMCS) shall be requested and the parties shall alternately strike one (1) name from the list until only one (1) is left. The order of striking shall be determined by lot. For disciplinary grievances involving sworn police employees, arbitrator selection shall be in accordance with ORS 243.808.
 - c. The arbitrator shall render a decision within thirty (30) days. The powers of the arbitrator shall be limited to interpreting this agreement and determining if it has been violated. S/he shall have no authority to alter, modify, vacate, or amend any terms of this agreement, to substitute his/her judgment for that of the City in any instance where the City is exercising its operational prerogatives under this agreement, or to decide on any condition which is not specifically treated in this agreement. The decision of the arbitrator shall be binding on both parties and, for disciplinary grievances involving sworn police employees, must be consistent with ORS 243.808 *et seq.* Neither of the parties shall submit any new factual information or evidence in arbitration that was not presented previously to the other party within two (2) weeks of the date of the arbitration hearing. If prior to the arbitration hearing either of the parties discovers new evidence not previously disclosed, the parties shall reconvene at the third step of this procedure. This meeting shall not result in delay of the arbitration hearing unless mutually stipulated.
 - d. Each grievance will be submitted at a separately convened arbitration hearing unless the parties agree mutually to submit more than one grievance at the same arbitration hearing. The costs of the impartial arbitrator, court reporter, or stenographer if requested by the arbitrator and the transcript of the hearing furnished to the arbitrator shall be paid by the losing party who shall be designated by the arbitrator. Each party shall be responsible for all costs of presenting their position to the arbitrator. All meetings and hearings under this procedure shall be kept informal and private, and shall include only such parties in interest and/or designated representatives as referred to in this Article. All information relative to the grievance and resolutions accomplished via the procedure shall be considered exempt from public disclosure in an effort to assure confidentiality to the employees.
 - e. The arbitrator, in weighing questions of discipline or discharge for cause, may review whether such actions were decided by the Department reasonably consistent with City and departmental guidelines on disciplinary matters. This provision is not intended to restrict the authority of the City or Department to establish or modify rules and regulations for the conduct of employee discipline, nor is it intended to deny the City or Department the right to vary from established procedures where the particular circumstances of a case reasonably require variance.
- 35.9 Any or all time limits specified in the grievance procedure may be waived by mutual consent of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to submit a reply within the specified time will advance the grievance to the next step in the grievance procedure. A grievance may be

terminated at any time upon receipt of a signed statement from the Association or the employee that the matter has been resolved.

35.10 As used in this Article, business days are defined as Monday through Friday.

35.11 An employee may decide to accept a City offer of settlement of a grievance at any time; however, a grievance settlement without Association concurrence does not constitute a contractual precedent. Upon the request of the aggrieved employee, an Association representative will be allowed to be present when such agreements are being finalized between the City and the employee.

35.12 If the grievance concerns a matter which is received or reviewed by the Police Auditor and/or Civilian Review Board, the City shall include as part of discovery all copies of the complaint, and documentation created by the Police Auditor or Civilian Review Board concerning the substance of the complaint, and any correspondence between the Police Auditor, Civilian Review Board, any other City employee or official and the complainant regarding the substance of the complaint.

Article 36 DISCIPLINE AND DISCHARGE

36.1 No employee who has completed the initial probationary period, as defined in Article 12 of this agreement, shall be subject to discipline or discharge without just cause.

- a. For the purposes of this Article, Discipline shall be defined as including only Oral Reprimand, Written Reprimand, Suspension, Demotion, Salary Sanction, and Termination.
- b. Other forms of communication between a supervisor and employee to provide direction and guidance regarding policies and procedures, such as coaching and document counseling does not constitute discipline.

36.2 If the City determines there is just cause for demotion, suspension or discharge, the City shall provide the employee with written notice of the proposed disciplinary action, the grounds for such action, and of the right to respond both orally and in writing to the person initiating such action prior to implementing the proposed action. Such written notice shall be provided to the employee at least seven (7) calendar days prior to the proposed effective date of the action.

36.3 Upon the request of the employee, the City shall allow the employee an opportunity to consult with an Association representative or have an Association representative present as a witness during interviews or other disciplinary meetings with management representatives. The employee will be afforded an opportunity to consult with a representative before the interview takes place. However, this opportunity for representation shall not unduly delay such interviews or meetings. This section shall not apply to any interview or meeting with an employee in the normal course of duty, counseling, instruction, or other routine contact with a supervisor.

36.4 Articles 36.2 and 36.3 above shall not apply to an investigation concerned solely and directly with alleged criminal activities.

36.5 The parties acknowledge that they have negotiated to their mutual satisfaction changes in the Department policies for internal investigations into allegations of possible misconduct and investigations into the use of force. Violations of the internal investigations procedure and Police Auditor and/or Civilian Review Board protocols that directly affect the terms or conditions of an employee's employment for allegations shall be grievable, as defined in Article 35 of this agreement.

36.6 The City auditor shall not review any file, nor make any suggestions regarding potential employee discipline until all appeals of such discipline have occurred. The City shall provide a copy of all auditor reports to the Association within one (1) week of receipt.

36.7 A copy of any notice of discipline to a bargaining unit member shall be provided to the Association President, or his/her designee, within seven (7) days of the notice. The City shall also provide copies

of any investigation involving a bargaining unit member upon written request of the Association President, or his/her designee. If the Association has not been involved in the investigation or disciplinary proceedings, the City must receive a release from the employee prior to sending documents to the Association.

- 36.8 Any discipline which is subjected to the grievance procedure by the Association, and which is ultimately modified or overturned by an arbitrator, shall be purged from all employees' personnel files or replaced in such files by a modified discipline.
- 36.9 Employees normally will be provided with seventy two (72) hours' notice of an investigatory interview. If the Chief of Police determines that the nature of an investigation requires that an employee be interviewed with less than 72 hours' notice, the Department will provide the employee with at least twenty four (24) hours' notice of the investigatory interview and will provide EPEA with the rationale for the decision.

Investigations will be concluded within sixty (60) days of intake unless EPEA is notified and provided with the rationale for an investigation continuing for longer than sixty (60) days. The final adjudication of all cases except community impact cases will take place within fourteen (14) days of the conclusion of the investigation. In community impact cases that are reviewed by the Civilian Review Board, the preliminary adjudication will take place within fourteen (14) days of the conclusion of the investigation, and the Civilian Review Board will complete its review and take action within thirty (30) days of the date of the preliminary adjudication. If the Civilian Review Board returns the case to the Chief for further investigation, the final adjudication will take place within thirty (30) days of the action of the Civilian Review Board.

- 36.10 Employees will be notified of the outcome of an investigation within five (5) days of the final adjudication.
- 36.11 The parties agree to the following with regard to the mediation program implemented by the Police Auditor:
- a. The Police Auditor will develop a list of qualified mediators for selection in the mediation process. The list will be provided to EPEA and any involved employee. EPEA will be provided an updated list at any time the list is changed.
 - b. The list of mediators will be reviewed annually by EPEA and the Police Auditor to determine whether the mediator panel is appropriate.
 - c. Employees will be permitted to object to the selection of a particular mediator for cause and the Police Auditor will utilize a different mediator from the list.
 - d. Refusal to enter into mediation will not result in any negative employment action being taken against the employee.
 - e. EPEA may raise issues or concerns about particular mediators at any time. The Police auditor will meet with EPEA representatives to determine an appropriate course of action regarding the use of the particular mediator.
 - f. Employees who agree to enter into mediation will be required to cooperate and participate during the mediation. If the employee fails to participate and adhere to the guidelines established by the mediator, the mediation will be suspended and the complaint will be returned to the Police Auditor for further action.
 - g. Statements made by the employee during mediation cannot serve as the basis for any additional allegations of misconduct against the officer and may not serve as the basis for discipline.
 - h. Mediation will be considered confidential and the mediator will only report whether mediation occurred, the parties cooperated, and a resolution was reached.

- i. Participation in mediation will be limited to the complainant, the affected employee, and the mediator. If the mediator determines that the presence of another person is necessary, for instance an interpreter, the mediator will notify the Police Auditor and the affected employee of the need for an additional person to be present. An employee has the option to withdraw from the mediation if they object to the presence of any additional persons in the process. If an employee withdraws, the complaint will be returned to the Police Auditor for further action.
- j. If the employee arrives and is willing to participate in mediation and the complainant fails to attend without good cause, the employee will be considered to have participated, and mediation will be deemed to be concluded.

Article 37 PERSONNEL RECORDS

- 37.1 The City shall establish and maintain individual records relative to each employee, including selection, hiring, performance, discipline, evaluation, transfer, promotion, salary change, separation, and other matters relative to the status of the employee. Such records shall be collectively referred to as the personnel file. Divisions or Sections may also create and maintain employee files, which may contain duplicates of items in the City personnel file and any other information concerning the employee that would assist the supervisor in monitoring employee performance and in completing the employee's annual evaluation.
- 37.2 Personnel files of all employees shall be considered confidential in accordance with Oregon's Public Records law except as otherwise provided by law. Access to the Personnel files shall be limited to authorized supervisory and management employees and those clerical employees responsible for maintaining the files. Personnel files shall be available for inspection upon request by an employee or by a law enforcement agency to which an employee (or former employee) has applied for a position. An employee may, by written authorization, grant an Association representative the right to inspect the employee's personnel files. The employee or authorized representative may receive copies of documents. A charge may be assessed for providing such copies, consistent with City policy. Nothing in this agreement shall be construed as a waiver of the Association's right to information to which it is entitled under the Public Employees Collective Bargaining Act (PECBA).
- 37.3 No information that reflects critically upon an employee shall be placed in an employee's City personnel file that has not been reviewed and signed by the employee. The employee's signature confirms only that the supervisor has discussed with, and given a copy of the material to, the employee, and does not indicate agreement or disagreement. All documents placed in the personnel file shall be dated. The employee shall have the right to attach a statement of rebuttal to any information placed in the personnel file.
- 37.4 Coaching, Counselings, and Oral Reprimands shall be deemed stale after one (1) year from the date of the incident in question unless the employee receives subsequent discipline of a like nature within that time period. However, exceptions may be made when justified by a clear pattern of disciplinary action.
- 37.5 Written reprimands shall be deemed stale after two (2) years from the incident in question unless the employee receives subsequent discipline of a like nature within that time period. However, exceptions may be made when justified by a clear pattern of disciplinary action.
- 37.6 A suspension without pay shall be deemed to be stale after five (5) years from the incident in question unless the employee receives subsequent discipline of a like nature within that time period. However, exceptions may be made when justified by a clear pattern of disciplinary action.
- 37.7 No documentation related to unfounded or insufficient evidence complaints will be maintained in an employee's personnel file, used in reviews for promotions, referred to in written performance evaluations, nor relied upon as a basis for discipline or future disciplines.

- 37.8 No documentation created by the Police Auditor or the Civilian Review Board may be maintained in the employee's official personnel file.
- a. The City will not release the contents of the database to outside parties except as required by law.
- 37.9 The City will document all contacts, including inquiries, complaints and commendations in a log or database by Internal Affairs and the Police Auditor. This database may be shared only by and among Internal Affairs, the Police Auditor, City staff, the City attorneys, and management consultants, or as required by law.
- 37.10 The City, upon the receipt of a valid public information request which asks for the release of an Internal Affairs investigation, will notify the employee of the request. The employee may consent to the immediate release of the information. If an employee does not consent, the City's attorney will make a decision whether the requested information must be released.

Article 38 PROMOTIONS

- 38.1 Employee rights regarding promotional processes:
- a. An employee, upon inquiring, shall have the right to be informed of the specific criteria that will be used for selection, including the areas of knowledge and the skills that will be tested. The City will provide the information in a timely manner.
 - b. An employee, who participates in a promotional process but is not a successful candidate for promotion, shall have the right, upon request, to feedback on his/her performance in the selection process. The employee may request the feedback be either oral or in written form.
 - c. An employee who is not successful in a selection process, upon providing a written statement of reasons for believing the process to have been flawed, may file a complaint under the City's formal complaint procedure (see the Employee Handbook). This provision shall not apply to employees who voluntarily withdraw from the process prior to its conclusion. The employee shall exhaust the complaint procedure before resorting to any external process which may be available.
 - d. If the City uses an assessment center, the City will insure that only trained assessors are utilized in the assessment center. Questions relating to technical exercises will not be assessed for technical dimensions by non-technical persons.
 - e. When an internal promotional process is completed for any position in the bargaining unit, the City will notify all candidates of their score and, if applicable, their rank on the eligibility list for the position. The City will promote employees from an eligibility list in rank order unless the City can reasonably demonstrate a specific business reason for promoting out of order.
 - f. In bargaining unit promotional processes opened for outside applicants, if all qualifications are basically equal, internal applicants will be given preference over outside applicants.

Article 39 PARKING

The City will provide free parking to all bargaining unit members at their regularly assigned stations.

Article 40 USE OF ALCOHOL AND DRUGS

- 40.1 Statement of Principle: The City and the Association jointly recognize that the use of drugs and alcohol, whether on or off the job which adversely affects job performance, may constitute a serious

threat to the health and safety of the public, to the safety of the fellow officers, and to efficient operation of the Department.

40.2 Definitions:

- a. **Drugs and Alcohol:** For the purposes of this Agreement, drugs and alcohol will be defined as alcohol and controlled substances as defined by the Federal Controlled Substance Act (21 U.S.C. #812), excluding any substance lawfully prescribed for the employee's use. Marijuana is defined as a drug for the purpose of this Agreement, regardless of whether or not the marijuana was distributed for medical purposes.
- b. **Drug and Alcohol Test:** The compulsory production and submission of urine, breath or blood by an employee in accordance with procedures contained herein for chemical analysis to detect prohibited drug and/or alcohol use.
- c. **Reasonable Suspicion:** Reasonable suspicion shall be defined for the purposes of this Article as defined by Oregon law.
- d. **Under the Influence:**
 - 1) An individual is considered to be "under the influence of intoxicants" when the individual's blood alcohol content exceeds .03% and for the purposes of this Article a test result with a blood alcohol content exceeding .03% is considered a positive test.
 - 2) An individual is considered to be "under the influence of a controlled substance" when a detectable amount of a controlled substance is found in the individual's body.

40.3 Prohibited Conduct: Except as authorized by Department policy for job-related reasons, the following conduct is strictly prohibited and employees engaged in the prohibited conduct described below will be subject to discipline, which may include discharge.

- a. The unlawful buying, selling, transportation, possession, providing or use of any controlled substances as defined in 40.2.
- b. Except as a necessary part of an official assignment, consuming intoxicants while on duty or in uniform. Employees must have their supervisor's authorization to do so.
- c. Reporting for normally assigned work with any of the following:
 - 1) any amount of alcohol exceeding .03% blood alcohol content in the body; or
 - 2) when an employee has a detectable amount of any controlled substance found in the employee's body (but excluding any substance lawfully prescribed for the employee's use if used in accordance with Article 40.10).
- d. In the event that the City wishes to call out an employee to perform additional duties and the employee has consumed intoxicants, the employee will notify his or her supervisor as to the amount of intoxicants the employee has consumed, and the City will decide whether the employee will be called out to perform additional duties.
- e. Failure to report use of prescribed medication, controlled substance, and/or over-the-counter drugs as prescribed in Articles 40.10 and 40.11.
- f. Failure to notify his/her supervisor if a controlled substance is ingested unintentionally or if the employee is made to ingest a controlled substance so that appropriate medical steps may be taken to ensure the employee's health and safety.

- 40.4 Preconditions to Drug Testing: Before any employee may be tested for controlled substances, the City shall select a NIDA certified laboratory or laboratories that is licensed under the provisions of ORS 438.010 to 438.510 and can demonstrate experience and capability of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urine and blood analysis.
- 40.5 Grounds for Testing:
- a. Random testing of any kind is prohibited.
 - b. Employees may be required to submit to drug or alcohol testing if reasonable suspicion exists that there is a violation of this Article.
 - c. The City may test for those drugs for which it has reasonable suspicion that an employee may have consumed.
- 40.6 Testing Mechanisms: Testing mechanisms used for any test for alcohol or controlled substances performed on members of the Association may include standard field impairment tests, breath alcohol test, and/or standard laboratory blood and/or urine analysis tests.
- 40.7 Procedure to be Used When the Urine Sample is Given: The following procedure shall be used whenever an employee is requested to give a urine sample:
- a. Prior to testing, the employee will be required to list all prescribed medications, controlled substances, and/or over-the-counter medications currently being used. A form for this purpose will be supplied by the City. Prescribed medications or controlled substances listed must be substantiated by written communication from the attending physician.
 - b. The test shall be administered in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
 - c. Immediately after the sample is given, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. One (1) of the samples will then be sent or delivered to the City's designated testing laboratory. The other sample will be held for the employee until the employee either instructs that it be sent to their designated lab or destroyed.
 - d. The sample will first be tested using the screening procedure set forth in 40.4 of this Article.
 - e. If the test is positive for the presence of any intoxicants or controlled substances, the employee will be notified of the positive results within twenty-four (24) hours after the City learns of the results, and will be provided with copies of all documents pertinent to the test sent to or from the City by the laboratory. The employee will then have the option, at his or her own expense, of having the untested sample submitted to a laboratory of the employee's own choosing which meets the standards specified in 40.4 of this Article.
 - f. Each step in the collection and processing of the urine specimens shall be documented to establish procedural integrity and a chain of custody.
- 40.8 Procedure to be Used When the Blood Sample is Given: The following procedure shall be used whenever an employee is requested to give a blood sample:
- a. The employee will be transported as soon as possible to the contracted City physician's office during normal business hours or to a local hospital during non-business hours to have the blood drawn. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.

- b. Immediately after the sample has been drawn, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. One (1) of the samples will then be sent or delivered to the City's designated testing laboratory. The other portion will be held for the employee until the employee either instructs that it be sent to their designated lab or destroyed.
- c. If the test is positive for the presence of alcohol, the employee will be notified of the positive results within twenty-four (24) hours after the City learns of the results and will be provided with copies of all documents pertinent to the test sent to or from the City by the laboratory. The employee will then have the option, at his or her own expense, of having the untested sample submitted to a laboratory of the employee's own choosing which meets the standards specified in 40.4 of this Article.
- d. Each step in the collection and processing of the blood specimens shall be documented to establish procedural integrity and chain of custody.

40.9 Consequences of Positive Test Results:

- a. An employee who has tested positive for the presence of intoxicants and/or controlled substances pursuant to this Article may be referred to the Employee Assistance Program or drug and alcohol counseling. An employee's participation in the Employee Assistance Program or in drug or alcohol counseling will be considered in determining what, if any, disciplinary action may be taken.
- b. Employees under this agreement hold safety sensitive positions, and any employee who tests positive may be subject to unannounced testing for a one (1) year period following the positive test. If the employee violates the terms of agreed to treatment or again tests positive during such a period, he or she shall be subject to immediate discipline, which may include discharge.
- c. Employees who provide a sample that is positive for a controlled substance will be disciplined, which may include discharge.

40.10 Prescribed Medications: An employee utilizing any prescribed medications or controlled substances that may affect his or her ability to safely perform assigned duties must immediately report this treatment to his or her supervisor. In the event there is a question regarding an employee's ability to safely perform assigned duties, the employee shall be responsible for receiving clearance from the employee's physician. For the purpose of this agreement, under no circumstances shall the use of marijuana constitute the use of medication under this section. The lawful use of prescription medications is not grounds for disciplinary action by itself; however, failure to follow the reporting procedure may subject an employee to disciplinary action. Employees may also be disciplined for using medication that is unlawfully obtained, or for use that is inconsistent with the prescription or label. Failure to report the use of a prescribed medication or a controlled substance which the employee has been informed may affect his or her abilities to safely perform assigned duties may subject an employee to disciplinary action.

40.11 Use of Over-the-Counter Medications: The use of over-the-counter medications are in no way prohibited. An employee ingesting an over-the-counter medication in doses that may affect his or her ability to safely perform assigned duties must report the use of the over-the-counter medication to his or her supervisor. There will be no discipline to an employee who reports to his or her supervisor the use of an over-the-counter medication which the employee feels may affect his or her assigned duties. Protected use of over-the-counter medication shall not include the use of "designer drugs" not approved by the U.S. Food and Drug Administration, or the abuse of over-the-counter drugs. Failure to report the use of an over-the-counter medication which affects an employee's ability to safely perform his or her duties may subject the employee to disciplinary action.

40.12 Searches: For administration of this Article, the City may, upon reasonable suspicion, conduct searches on City property of employees and/or assigned City property and/or their personal property excluding personal vehicles parked on City property. An employee has the right to request an

Association representative be present during the search, as long as the search is not unreasonably delayed by accommodating this provision. A refusal to submit to a search may result in disciplinary action. This provision is not intended to restrict the City's right to conduct administrative searches of assigned City property for other purposes or searches related to any criminal investigation.

40.13 Interference with Policy: Any activity which purposely interferes with this Substance Abuse Policy will be grounds for disciplinary action which may include discharge. Examples include, but are not limited to the following: tainting, tampering, or substitution of blood or urine samples; falsifying information regarding the use of prescribed medications or controlled substances; failure to cooperate with any tests outlined in this policy to determine the presence of intoxicants or controlled substances; or failure to cooperate with any searches.

40.14 Employee Rights:

- a. The employee shall have the right to an Association representative up to and including the time the sample is given. However, this provision shall not unreasonably delay testing. Nothing herein shall restrict the employee's legal right to representation.
- b. If, at any point, the results of the laboratory testing procedures specified in this Article are negative, all further testing shall be discontinued. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. All test results will be kept confidential by the City.
- c. Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of custody of the specimen, and the accuracy rate of the laboratory.
- d. If the results of the test are negative, the employee shall have the right to grieve in accordance with Article 35. If the results of the test(s) are positive, neither the Association nor the employee shall have the right to challenge whether reasonable suspicion existed for the ordering of the test.
- e. Any employee who has been exposed on the job to a substance covered under this article will note the exposure on the minor injury log. Any employee who has been exposed off the job will be allowed to report the exposure to his or her immediate supervisor, provided such filing is complete prior to any testing authorized in this article.

Article 41 TIME TRADING

41.1 Time-trading will be permitted only in the event that requested time off has been denied. All time trading arrangements must be negotiated by the time-trading individuals and, except in cases of emergency, they must give the supervisor at least forty-eight (48) hours' advance notice in writing, or electronically submitted. The trade must be acceptable to the appropriate supervisor whose shift is affected. Approval will be based on ability to hold the position to be filled, and the number of consecutive hours to be worked prior to and following the trade. Such a request for a trade shall not be unreasonably denied. The employee negotiating the trade will be responsible for obtaining the approval of all those involved.

41.2 Approved trades will be made on the basis of comparable skill levels. Parties agreeing to work a trade must at least be able to perform the same skills that the other person is certified to perform at the time they work for the other person, unless approval is received to trade within 7 days with an employee with lesser training. However, Communications Specialists may trade regardless of skill as long as operational needs are met. The ability to perform AIC Supervisory work will not be considered a skill necessary to qualify for time trade. Salary level will not be a factor. City payroll will not be affected by the process (i.e., a Communications or Records Specialist, Step 6, working for a Communications or Records Specialist, Step 1, will earn their normal monthly salary).

- 41.3 If, for any reason, the person working for the original employee does not show up as approved on the time trade, the original employee will be charged for the absence at a rate consistent with what the City paid to back fill through overtime, which is generally 1:1.5. Failure to show up for a time trade, for reasons other than sick leave, may result in the revocation of the ability to trade for the offending party. The duration of such revocation will be at the City's discretion.
- 41.4 If there is a no show or inability to work the trade as approved and the original employee is contacted by telephone, he/she will be responsible for finding an acceptable emergency replacement for his/her work shift. If he/she is unable to locate a substitute, he/she will be required to report to work as scheduled.
- 41.5 When employees work shifts as a result of time-trading, their time sheets will not reflect that those hours were worked, since the trade time and payback remains a personal matter between the trading employees and are not subject to formal record-keeping by the City. Records of trades and times owed are to be kept by the employees making the trade. The City will not become involved in disputes between employees over time owed as a result of the time-trading policy.

Article 42 COMMUNICATIONS TRAINING

- 42.1 The City agrees to the following provisions to address the training demands placed on Communications Specialists assigned as FTOs:
- a. Communications Supervisors will make an effort to provide breaks, when possible, from coaching for Communications Specialists who request them. It is the responsibility of the employee to communicate his/her interest in the break to the appropriate supervisor.
- 42.2 Communications Specialists interested in performing coaching may submit a memo to their supervisor when Communications FTO selection processes are formally announced. Various factors will be considered in making coaching selection and assignments such as experience, work performance, schedule and seniority.
- 42.3 In an effort to lessen the impact on bargaining unit employees when Communications Supervisors are on personal leave, the following special provisions will apply:
- a. When a supervisor is on personal leave for less than five (5) days and a bargaining unit employee is assigned as an acting supervisor and, because of this, a bargaining unit employee is denied time off, one (1) overtime position will be posted.
 - b. All standard posting requirements will apply, including the supervisor's ability to have an adequate time frame to post for employee sign-up.
 - c. No drafts will occur to fill the overtime slot. If no one volunteers for the overtime, the employee will not be able to take the time off unless s/he can arrange a time trade. All requirements of time trading will apply including the notice requirement.
- 42.4 Communications Specialists will be assigned cross-training on the second and third dispatch positions by seniority. In order to meet the provisions of this agreement, the City may move employees for the duration of the cross-training with 15 days' notice.
- 42.5 The following dispatch training will be given priority over the cross-training offered under the terms of this agreement:
- a. Training for probationary Communications Specialists who must be trained for at least one (1) dispatch position within the first twelve (12) months, or:
 - b. There is a business need to train at a different dispatch position necessitated by the lack of sufficient employees trained at that position.

42.6 The City will cross-train by seniority order except as noted above.

42.7 Central Lane Communications will hold up to four (4) mandatory in-service sessions during the calendar year which will be scheduled between January 1 and October 30. Each session will be comprised of a minimum three classes. The classes will be compensable as overtime. Employees will sign up for one class in each session. The classes will be eight (8) hours in length and will include a 30 minute lunch break. Specific in-service dates and times will be posted no later than 30 days in advance or they will be considered a draft.

Article 43 TRAINING

43.1 The following terms are agreed to for all bargaining unit employees:

- a. If an employee working a four-ten (4-10) work schedule is in training and the training ends after eight (8) or more hours, the employee will be released for the day and not required to report back to his/her regular assignment or to charge the time to his/her personal leave.
- b. Mandatory in-service training days will generally not be scheduled in July, August, and December to allow for prime vacation time and the holiday season.
- c. Training required for members of special teams or units is separate from the training referred to in this agreement. Employees joining a special team will be informed of the training requirements and provisions for that team prior to accepting the assignment.
- d. The Department will establish a joint labor management committee to assess training needs, recommend training topics, and participate in developing the annual training calendar for in-service training. The committee will meet at least annually.

Article 44 EPEA PREMIUM PAY PLAN

44.1 Eligibility Criteria: To qualify for premium pay, any EPEA employee must first meet the following minimum threshold requirements:

- a. Serve three (3) continuous years in the bargaining unit
- b. Maintain the standards for satisfactory work performance for the classification:

44.2 Premium Pay Plan Components - Sworn:

- a. Maximum Benefit: No Police Officer or Baliff shall receive more than nineteen and one-half percent (19.5%) award under this plan. The percentage will be added to an employee's base wage as indicated in Appendix A.
- b. Premium Pay Elements:
 - 1) Education
AA/S or equivalent credits (90 quarter/60 semester hours)
from an accredited college or university **2.5%**
OR
BA/S from an accredited college or university **5%**
 - 2) Certification Pay
Police Officer

Intermediate Certificate	5%
OR	
Advanced Certificate	10%
3) Seniority	
For each ten (10) years of continuous service in a sworn capacity in the bargaining unit	1.5%

44.3 Premium Pay Plan Components - Non-Sworn:

Community Service Officers, Records Specialist A and B, Animal Welfare Officer, Police Evidence Specialist, Forensic Technician, and Forensic Analysts

- a. Maximum Benefit: No employees in these classes shall receive more than fourteen percent (14%) award under this plan.
- b. Premium Pay Elements:
 - 1) Education
 - AA/S or equivalent credits (90 quarter/60 semester hours)
from an accredited college or university **2.5%**
 - OR
 - BA/S from an accredited college or university **5%**
 - 2) Seniority
 - For each five (5) continuous years in the bargaining unit **1.5%**

Communications Specialists

- a. Maximum Benefit: No employees in these classes shall receive more than twenty percent (20%) award under this plan.
- b. Premium Pay Elements:
 - 1) Education
 - AA/S or equivalent credits (90 quarter/60 semester hours)
from an accredited college or university **2.5%**
 - OR
 - BA/BS from an accredited college or university **5%**
 - 2) Seniority
 - For each five (5) continuous years in the bargaining unit **1.5%**
 - 3) Cross Training
 - Trained, proficient and available to work in two (2) dispatch positions **3%**
 - OR
 - Trained, proficient and available to work in all three (3) dispatch positions **6%**

Forensic Evidence Unit (FEU)

All employees in FEU who are certified shall receive an additional 2.5%, which does not count toward the 10% maximum premium pay cap addressed above.

44.4 Premium Pay Plan Administration:

- a. **Mandatory Standards:** To be eligible for the premium pay program, employees must meet the minimum mandatory standards prior to the premium pay being awarded. The City agrees to bargain any change in these standards with the Association.
- b. **Education:** Employees who have provided copies of Associates or equivalent credits or Bachelor's degrees as part of the hiring process are not required to resubmit additional copies of their degree when becoming eligible for Education Pay at the three years of continuous service date. The EPD Payroll Coordinator will complete the necessary paperwork to allow for the award to be effective the beginning of the pay period following the eligibility date.

Employees who receive an Associates or equivalent credits or Bachelor's degree after his/her hire date or did not provide their degree as part of the hiring process will provide proof of their degree or equivalent credits to the Payroll Coordinator and the award will be effective the beginning of the pay period following the date the degree is submitted to the Payroll Coordinator.

- c. **Certification Pay:** Employees who have met the three (3) years of continuous service date and receive an Intermediate or Advanced Certificate from DPSST will be eligible for the Premium Pay effective the beginning of the pay period following the date on the certificate from DPSST.

If the certificate is applied for prior to the employee's three (3) years of continuous employment and the issuance date on the DPSST Certificate exceeds 30 days from the three (3) years continuous employment anniversary date, Premium Pay will be effective the beginning of the pay period following the 30 days from the three (3) years of continuous employment anniversary date.

If the certificate is applied for on or after the three (3) years of continuous employment anniversary mark and the issuance date on the DPSST Certificate exceeds 30 days from the date the certificate was applied for, Premium Pay will be effective the beginning of the pay period following the 30-day mark of the application for the certificate.

Retroactive pay will be issued once the DPSST Certificate is received and the Premium Pay effective date is determined using the criteria stated above. If the three (3) years of continuous service requirement has not been met, the employee will be eligible for the Premium Pay effective the beginning of the pay period following the date the continuous service requirement has been met. The EPD Payroll Coordinator will complete the necessary paperwork to allow for the award to be effective the beginning of the pay period following the eligibility date.

- d. **Seniority:** If employees become eligible for seniority pay during the term of the contract, the award will begin the beginning of the pay period following the date of eligibility.
- e. **Cross-Training:** Communication Specialists who are fully trained, proficient, and available to work in the specified number of dispatch positions will receive the premium pay. During the term of the contract, employees who become eligible will receive the premium pay the beginning of the following pay period.
- f. **Premium pay for EPEA represented employees** will be included in the gross wages reported to PERS.

44.5 Bi-Lingual Pay:

- a. To qualify for bi-lingual pay, an employee must demonstrate fluency in an eligible language (e.g., Spanish, American Sign Language or other appropriate language), as determined by the Department in its sole discretion, and must successfully pass a fluency examination administered by the City's Human Resources Division. The fluency examination will be administered quarterly for new employees or employees wishing to re-test. Employees who do not pass the examination may re-test only once per year.
- b. Subject to the testing requirements stated above, bi-lingual pay for eligible employees will be paid at five percent (5%) of base wages and becomes effective at the start of the first full pay

period following test results. Bi-lingual pay will not count towards the maximum premium pay amounts mentioned above.

The City retains the right to contract out bilingual services as deemed necessary.

Article 45 EMPLOYEE PROTECTIONS

- 45.1 Due Process: Pre-disciplinary “due process” means written notice of the charges and the facts upon which the charges are based, concerning an act for which disciplinary action involves loss of pay or dismissal is contemplated, notice of the maximum range of discipline under consideration, and an opportunity to meet with the decision maker or his/her designee. If the essential facts which support the allegations are not described in detail in the written notice, the City shall provide the Association and the affected employee with all the documents which are relied upon.
- 45.2 Avoidance of Embarrassment: If the Chief of Police or designee has reason to discipline an employee, the Chief of Police or designee shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the general public.
- 45.3 Association Representation in Interview and Discipline Process: The City acknowledges the right of the employee to have a representative of the Association present at meetings with the employee, which could lead to discipline, in accordance with Article 36.3.
- 45.4 General Procedures: Any employee who will be interviewed by an investigator or supervisor concerning an act which, if proven, could reasonably result in disciplinary action involving loss of pay or dismissal, will be afforded the following safeguards:
- a. The employee and the Association will be informed when an investigation is commencing, unless the employee is under investigation for violation of the Controlled Substance Act, or violations which are punishable as felonies or misdemeanors under law, or if doing so would jeopardize either the criminal or administrative investigation.
 - b. Employees will be provided with notice of investigatory interviews in accordance with Article 36.9.
 - c. The employee shall be allowed the right to have an Association representative present during the interview in accordance with Article 36.3.
 - d. The employee will be directed to answer all questions specifically involving any non-criminal matter(s) under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America.
 - e. The employee shall be entitled to such reasonable intermissions as may be requested for personal necessities.
 - f. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the City from questioning the employee about information which is developed during the course of the interview or investigation.
 - g. The City shall record the interview and a copy of the complete interview of the employee shall be furnished, upon request, to the Association. If the interviewed employee is subsequently disciplined and a transcript of the recording is made, the Association shall be provided with a copy of the transcript.
 - h. Interviews and investigations shall be concluded without unreasonable delay.
 - i. The employee and the Association shall be notified in writing of the results of the investigation.

- j. The City will adhere to the Internal Affairs policies, Civilian Review Board policies and protocols, and the Police Auditor policies and protocols.

Article 46 MANAGING EXCHANGE TIME

Exchange time is intended to provide flexibility by giving an employee the option of either earning overtime or comp time when working extra hours, or to exchange the extra work hours for pre-arranged time off. Exchange time is used, voluntarily, to compensate for short duration, extra hours worked. The employee may volunteer to exchange the extra hours for time off at a 1:1 rate of exchange, but will not be compelled to do so.

An employee who is on time off while using exchange time is not eligible to work overtime assignments unless they are volunteering for a position that is unfilled by an EPEA member, and that would otherwise be filled by a draft. An employee may take time off to work an overtime assignment on exchange time with supervisory approval.

An employee may flex their schedule for short durations of no more than one hour at the beginning or end of their shift to work an overtime assignment with supervisory approval.

Seniority when flexing time: An employee who is exchanging one hour or less to work an overtime assignment will have their department seniority considered in whether or not the overtime is assigned to them. An employee who is exchanging more than one hour will only have their seniority considered among employees who are similarly exchanging their time, or who are otherwise taking time off to work the overtime assignment.

All exchange time worked and exchange time taken off must occur within the same FLSA period and must be pre-arranged.

Article 47 AUTOMATIC VEHICLE LOCATORS/GPS

The Eugene Police Department's utilization of data from electronic positioning systems (also known as AVL) contained within the mobile digital computer (MDC) systems, portable radios, or other GPS enabled electronics, in internal investigations which involve only non-criminal policy violations of EPEA bargaining unit members, shall be governed as follows:

- a. Any and all such data will not be used as the sole basis for any non-criminal investigation. However, it may be used as corroborating information in any non-criminal investigation.

Article 48 COMMUNICATIONS CENTER STAFFING

48.1 EPEA-represented non-communications section employees who have submitted their memorandum of interest will be allowed to attend a ten (10) hour basic telecommunications academy. This training will take place on overtime, so normal department workload is not interrupted. This academy training opportunity will be offered to employees based solely on EPEA seniority.

48.2 Once academy training has been successfully completed, employees will be eligible to train at the station-two service channel under the guidance of a field training officer. This field training will take place on overtime; again, so normal department workload is not interrupted. This field training will be offered to employees based solely on EPEA seniority.

48.3 Once solo status is achieved, employees will be eligible to sign up for posted overtime at the communications center to staff the station-two service channel. The overtime will be assigned by EPEA seniority. Non-communications section employees may not bump EPEA represented

communications specialists from overtime assignments. Non-EPEA EPD employees may not bump EPEA employees from overtime assignments.

- 48.4 Eligible employees will sign up below the last line of each posted overtime position they want to work. If the employee is assigned the overtime, a supervisor will notify the employee by department e-mail. The employee will acknowledge receipt of the overtime assignment by replying via department e-mail and/or calling the communications supervisors' office. Any overtime assigned must be worked as scheduled. Once the overtime is assigned, bumping will not be permitted.
- 48.5 Eligible employees who sign up for such posted overtime will not be subject to draft before or after the designated overtime shift.
- 48.6 While a non-communications section employee is staffing the station-two channel, if a code-9 is called on station-one, the communications supervisor(s) and/or designee will be available to assist the employee upon request.
- 48.7 Training for Non-communications specialists will be provided on an as needed basis at the discretion of the Communications Management Team. Training for Communications employees will take precedence over all other EPEA employees.

Article 49 BLUE TEAM (EARLY INTERVENTION SYSTEM)

- 49.1. In those incidents which the supervisor reasonably believes could result in the initiation of an Internal Affairs investigation by the City, or if the supervisor is aware of an impending citizen complaint, the supervisor will refer the Officer to the EPEA prior to completing the Blue Team form. An EPEA representative will be permitted to be present during the interview of the Officer at the Officer's request, or the request of the EPEA.
- 49.2 The City shall not discipline an employee for any discrepancies in information contained in the Blue Team report versus any other report an Officer may file regarding the incident.
- 49.3. The Eugene Police Department's Early Intervention System (EIS) which is designed to assist supervisors with identifying employees whose performance warrants review and, where appropriate, intervention. The EIS is not a form of discipline. The goal of the EIS is to avoid or mitigate circumstances that cause negative consequences for employees, co-workers, the Department, and/or general public. It is the duty of all supervisors to continually monitor the performance and behavior of the personnel assigned to them. The EIS is another tool to assist with this effort. The EIS Dashboard provides supervision and employees with a visual overview of an employee's status within the EIS.
- 49.4. The City shall follow Interagency Deadly Force Investigation Team (IDFIT) protocols when investigating a deadly use of force. The city shall not require an Officer to be interviewed for Blue Team report in deadly force incidents.

Article 50 ROTATION

50.1 As defined by policy, Special Teams are full-time assignments specializing in certain law enforcement functions. These assignments include the following:

- 1) Investigations Units
- 2) Traffic Safety Unit
- 3) Patrol Canine Team

- 4) Downtown Team
- 5) Street Crimes Unit
- 6) School Resource Team
- 7) Airport Unit
- 8) Training
- 9) Recruiting/Background Unit

50.2 The following two-tiered system will be used:

Tier 1: Career Development Positions (CDP): To develop employees' skillset

Tier 2: Long-Term Positions (LTP): To maintain expertise in critical positions

- 1) Current and future positions in the Street Crimes Unit will have a five-year duration, except for the K9 position, and if rotating back to Patrol at the end of the five-year term, the rotation will be timed with the next Patrol shift bid.
- 2) The following units will maintain a minimum 80% ratio of long-term positions in work units with career developments positions: Violent Crimes Unit; Property Crimes Unit; Financial Crimes Unit; Special Investigations Unit; Traffic Safety Unit; and School Resource Team.
- 3) Current and future career development positions will have a five-year duration. If rotating back to Patrol at the end of the five-year term, the rotation will be timed with the next Patrol shift bid.
- 4) Future full-time Training Team Officer positions will have a seven-year duration, and if rotating back to Patrol at the end of the seven-year term, the rotation will be timed with the next Patrol shift bid.
- 5) The City and Association agree to meet and negotiate the term limits of future newly-created positions.
- 6) Employees in career development positions will be eligible to apply for long-term positions.
- 7) If no employee is selected for the occupied term limit positions, the employee(s) in that position can elect to have his/her term extended by one year.
- 8) Employees on special teams will not be involuntarily transferred to other work units absent an emergency need.
- 9) Employees may be removed from a Special Team based on performance as outlined in Policy 1015.4 "Removal From Special Teams or AIC Assignments" where in the policy removal for performance reads as follows: "Inability to perform to the standards of the special team, assignment or AIC assignment. Removal will only occur only after the employee has been given a written improvement plan, and a reasonable opportunity to improve performance. Notice must include the expectation that unless performance improves to the standards of the assignment, they will be removed."
- 10) **[Note that #4 of Street Crimes Unit MOU is to be rescinded per the MOU rescinding Article 50.]**

Article 51 PSYCHOLOGICAL EVALUATIONS

- 51.1 The following provisions apply when the City requires a psychological evaluation conducted to assess an employee's fitness for duty:
- a. The City will use only qualified psychologists and psychiatrists who have a background of dealing with law enforcement agencies.
 - b. The City's examining doctor will review the City's reasons for requesting an examination and verify the need for it before beginning the process.
 - c. The City shall not require the employee to sign a waiver of liability of the doctor's negligence in conducting/reporting on the testing as a precondition for taking the examination. The employee must sign a release allowing the doctor to report the doctor's conclusions to the City in a manner consistent with the specifications in paragraph (d) below.
 - d. The doctor will submit a report which indicates whether the employee is fit or unfit for duty and whether the employee requires modified working conditions. The doctor may indicate which modification(s) are necessary and the projected duration of such modification(s). The doctor will keep all data that has been made available to the doctor confidential and will not release any of it to the parties, except to the employee's treating doctor if requested. However, if the employee is to be on full or modified duty and there is information about the employee's condition in relation to how the employee, in the course of duty, could present a threat to him/herself or others, the doctor may provide that information to the City with a copy to the employee's treating doctor if requested. The provisions of this Agreement are not intended to limit the City's obligation to release information under relevant law.
 - e. If the Association or the employee believes the conclusions of the doctor are in error and the employee does not have a treating psychologist or psychiatrist already, they have the right to obtain an independent examination at their own expense consistent with the specifications in paragraph (a) above regarding qualifications. The doctor may have access to all information which was utilized by the employer's examining doctor with the employee's signed release.
 - f. If the Association or the employee disagrees with the City's determination that an employee who is on a light-duty status should return to full duty, then the Association may immediately proceed to arbitration over this issue at Step 4 of the grievance procedure. The parties will expedite this proceeding as much as possible, including attempting to pre-select an arbitrator, selecting an arbitrator with an immediate availability date, requesting the arbitrator to issue an award without post-hearing briefs, and/or requesting the arbitrator to issue only the briefest of an award and not a lengthy written opinion. The City's obligation to retain an employee on a light duty status, if it believes it is inappropriate to do so, shall not exceed four months from the date the City would have assigned the employee back to full duty. However, if the City believes, as a result of its examination(s), that an employee's medical condition is such that the City may legally terminate the employee, the City is not obligated to retain the employee.

Article 52 TERMINATION

- 52.1 This agreement or any part of it may be terminated or renegotiated at any time by mutual consent of both parties.
- 52.2 This agreement shall be effective upon the date of the award, and shall be binding upon the City, the Association, and its members, and shall remain in full force and effect through June 30, 2025.
- 52.3 The parties acknowledge that, during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at

by the parties after the exercise of that right and opportunity are set forth in this agreement. The City and the Association, agree that should the City propose changes in existing conditions affecting or impacting mandatory subjects of bargaining during the life of this agreement, the parties will meet and attempt to negotiate the change to their mutual satisfaction. If the parties are unsuccessful in dealing with the City's proposal, the statutory negotiations process may be utilized.

52.4 After June 30, 2025, this agreement shall automatically be renewed from year to year and shall be binding for additional periods of one (1) year unless either the City or the Association gives written notice to the other on or about December 1 prior to the aforesaid expiration date of the agreement of its desire to modify the agreement. Negotiations shall commence within two (2) weeks of such notice. The agreement shall remain in full force and effect during the period of negotiations and any subsequent impasse proceeding.

Article 53 SAVINGS CLAUSE

The provisions of this contract are declared to be severable and if any section, subsection, sentence, clause, or phrase of this agreement shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses, and phrases of this agreement, but they shall remain in effect, it being the intent of the parties that this agreement shall stand notwithstanding the invalidity of any part. In the event that any section, subsection, clause, or phrase of this agreement is held to be invalid or unconstitutional the parties shall meet to negotiate, if legally possible, a comparable substitute for that part.

In witness thereof, the parties to this agreement have executed the same, by their officers and agents, as duly authorized on this _____ day of 11/22 2022.

FOR THE CITY



Sarah Medary, City Manager



Chris Skinner (Nov 14, 2022 12:09 PST)

Chris Skinner, Chief of Police



Jennifer Lleras Van Der Haeghen,
A/Employee Resource Center Director

FOR THE ASSOCIATION



Michael Klews (Nov 10, 2022 15:22 PST)

Michael Klews, President



Patrick Willis (Nov 10, 2022 18:49 PST)

Patrick Willis, Vice President



Scott Dillon (Nov 10, 2022 19:45 PST)

Scott Dillon, Legislative Chair

Appendix A – EPEA SALARY SCHEDULE

July 1, 2022 – June 30, 2023

5.1% increase for all classifications

Classification Title	Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Animal Welfare Officer	441	Annual	\$47,569.60	\$49,899.20	\$52,457.60	\$55,057.60	\$57,928.00	\$60,715.20
		Monthly	\$3,964.13	\$4,158.27	\$4,371.47	\$4,588.13	\$4,827.33	\$5,059.60
		Bi-Weekly	\$1,829.60	\$1,919.20	\$2,017.60	\$2,117.60	\$2,228.00	\$2,335.20
		Hourly	\$22.87	\$23.99	\$25.22	\$26.47	\$27.85	\$29.19
Animal Welfare Officer, Sr	481	Annual	\$56,035.20	\$58,718.40	\$61,692.80	\$64,729.60	\$68,036.80	\$71,427.20
		Monthly	\$4,669.60	\$4,893.20	\$5,141.07	\$5,394.13	\$5,669.73	\$5,952.27
		Bi-Weekly	\$2,155.20	\$2,258.40	\$2,372.80	\$2,489.60	\$2,616.80	\$2,747.20
		Hourly	\$26.94	\$28.23	\$29.66	\$31.12	\$32.71	\$34.34
Bailiff	481	Annual	\$56,035.20	\$58,718.40	\$61,692.80	\$64,729.60	\$68,036.80	\$71,427.20
		Monthly	\$4,669.60	\$4,893.20	\$5,141.07	\$5,394.13	\$5,669.73	\$5,952.27
		Bi-Weekly	\$2,155.20	\$2,258.40	\$2,372.80	\$2,489.60	\$2,616.80	\$2,747.20
		Hourly	\$26.94	\$28.23	\$29.66	\$31.12	\$32.71	\$34.34
Communications Specialist 1	442	Annual	\$53,892.80	\$56,617.60	\$59,446.40			
		Monthly	\$4,491.07	\$4,718.13	\$4,953.87			
		Bi-Weekly	\$2,072.80	\$2,177.60	\$2,286.40			
		Hourly	\$25.91	\$27.22	\$28.58			
Communications Specialist 2	462	Annual	\$59,446.40	\$62,275.20	\$65,540.80	\$68,744.00	\$72,238.40	\$75,920.00
		Monthly	\$4,953.87	\$5,189.60	\$5,461.73	\$5,728.67	\$6,019.87	\$6,326.67
		Bi-Weekly	\$2,286.40	\$2,395.20	\$2,520.80	\$2,644.00	\$2,778.40	\$2,920.00
		Hourly	\$28.58	\$29.94	\$31.51	\$33.05	\$34.73	\$36.50
Communications Specialist, Lead	482	Annual	\$65,166.40	\$68,744.00	\$72,238.40	\$75,920.00	\$79,643.20	\$83,720.00
		Monthly	\$5,430.53	\$5,728.67	\$6,019.87	\$6,326.67	\$6,636.93	\$6,976.67
		Bi-Weekly	\$2,506.40	\$2,644.00	\$2,778.40	\$2,920.00	\$3,063.20	\$3,220.00
		Hourly	\$31.33	\$33.05	\$34.73	\$36.50	\$38.29	\$40.25

Community Service Officer A	463	Annual	\$50,752.00	\$53,206.40	\$56,035.20	\$58,718.40	\$61,692.80	\$64,729.60
		Monthly	\$4,229.33	\$4,433.87	\$4,669.60	\$4,893.20	\$5,141.07	\$5,394.13
		Bi-Weekly	\$1,952.00	\$2,046.40	\$2,155.20	\$2,258.40	\$2,372.80	\$2,489.60
		Hourly	\$24.40	\$25.58	\$26.94	\$28.23	\$29.66	\$31.12
Community Service Officer B	481	Annual	\$56,035.20	\$58,718.40	\$61,692.80	\$64,729.60	\$68,036.80	\$71,427.20
		Monthly	\$4,669.60	\$4,893.20	\$5,141.07	\$5,394.13	\$5,669.73	\$5,952.27
		Bi-Weekly	\$2,155.20	\$2,258.40	\$2,372.80	\$2,489.60	\$2,616.80	\$2,747.20
		Hourly	\$26.94	\$28.23	\$29.66	\$31.12	\$32.71	\$34.34
Community Service Officer C	502	Annual	\$61,692.80	\$64,729.60	\$68,036.80	\$71,427.20	\$74,984.00	\$78,728.00
		Monthly	\$5,141.07	\$5,394.13	\$5,669.73	\$5,952.27	\$6,248.67	\$6,560.67
		Bi-Weekly	\$2,372.80	\$2,489.60	\$2,616.80	\$2,747.20	\$2,884.00	\$3,028.00
		Hourly	\$29.66	\$31.12	\$32.71	\$34.34	\$36.05	\$37.85
Forensic Analyst	551	Annual	\$77,688.00	\$81,619.20	\$85,696.00	\$90,043.20	\$94,452.80	\$99,070.40
		Monthly	\$6,474.00	\$6,801.60	\$7,141.33	\$7,503.60	\$7,871.07	\$8,255.87
		Bi-Weekly	\$2,988.00	\$3,139.20	\$3,296.00	\$3,463.20	\$3,632.80	\$3,810.40
		Hourly	\$37.35	\$39.24	\$41.20	\$43.29	\$45.41	\$47.63
Forensic Tech	501	Annual	\$63,918.40	\$67,038.40	\$70,366.40	\$73,881.60	\$77,625.60	\$81,598.40
		Monthly	\$5,326.53	\$5,586.53	\$5,863.87	\$6,156.80	\$6,468.80	\$6,799.87
		Bi-Weekly	\$2,458.40	\$2,578.40	\$2,706.40	\$2,841.60	\$2,985.60	\$3,138.40
		Hourly	\$30.73	\$32.23	\$33.83	\$35.52	\$37.32	\$39.23
Police Evidence Specialist	450	Annual	\$49,899.20	\$52,457.60	\$55,057.60	\$57,928.00	\$60,715.20	\$63,918.40
		Monthly	\$4,158.27	\$4,371.47	\$4,588.13	\$4,827.33	\$5,059.60	\$5,326.53
		Bi-Weekly	\$1,919.20	\$2,017.60	\$2,117.60	\$2,228.00	\$2,335.20	\$2,458.40
		Hourly	\$23.99	\$25.22	\$26.47	\$27.85	\$29.19	\$30.73
Police Officer	520	Annual	\$69,180.80	\$72,612.80	\$76,148.80	\$79,976.00	\$84,032.00	\$88,233.60
		Monthly	\$5,765.07	\$6,051.07	\$6,345.73	\$6,664.67	\$7,002.67	\$7,352.80
		Bi-Weekly	\$2,660.80	\$2,792.80	\$2,928.80	\$3,076.00	\$3,232.00	\$3,393.60
		Hourly	\$33.26	\$34.91	\$36.61	\$38.45	\$40.40	\$42.42
Records Specialist A	441	Annual	\$47,569.60	\$49,899.20	\$52,457.60	\$55,057.60	\$57,928.00	\$60,715.20

		Monthly	\$3,964.13	\$4,158.27	\$4,371.47	\$4,588.13	\$4,827.33	\$5,059.60
		Bi-Weekly	\$1,829.60	\$1,919.20	\$2,017.60	\$2,117.60	\$2,228.00	\$2,335.20
		Hourly	\$22.87	\$23.99	\$25.22	\$26.47	\$27.85	\$29.19
Records Specialist B	461	Annual	\$52,457.60	\$55,057.60	\$57,928.00	\$60,715.20	\$63,918.40	\$67,038.40
		Monthly	\$4,371.47	\$4,588.13	\$4,827.33	\$5,059.60	\$5,326.53	\$5,586.53
		Bi-Weekly	\$2,017.60	\$2,117.60	\$2,228.00	\$2,335.20	\$2,458.40	\$2,578.40
		Hourly	\$25.22	\$26.47	\$27.85	\$29.19	\$30.73	\$32.23

Appendix B Healthcare Plan Design Changes

Detailed information on health insurance benefits is available on the Employee Benefits website at www.eugene-or.gov/employeebenefits.

Health Plan changes agreed upon during bargaining are outlined in this Appendix and will be effective July 1, 2023.

City Managed Care Plan

1. Well-Baby/Well-Child preventative care annual visit limits will be removed and replaced with a total number of visits allowed from birth up to age 3 years, based on the Bright Futures preventative care schedule as recommended by the Health Resources & Services Administration (HRSA).
2. Physical, Occupational or Speech Therapy, and Pulmonary Rehabilitation Services will no longer require a prescription for services. All outpatient rehabilitation services combined is limited to 30 medically necessary visits per calendar year, unless otherwise specifically allowed as outlined in the Plan Document. Additional visits may be authorized by PacificSource if determined medically necessary. Pre-authorization requirements will be updated.

City Health Plan:

1. Well-Baby Visits will be covered without visit limit through age 12 months, and from age 13 months up to 36 months will be covered based on the Bright Futures preventative care schedule as recommended by the Health Resources and Services Administration (HRSA).
2. Physical, Occupational or Speech Therapy, and Pulmonary Rehabilitation Services will no longer require a prescription for services. All outpatient rehabilitation services combined is limited to 30 medically necessary visits per calendar year, unless otherwise specifically allowed as outlined in the Plan Document. Additional visits may be authorized by PacificSource if determined medically necessary. Pre-authorization requirements will be updated.
3. Retail Prescription benefits at participating pharmacies will be processed at the point of sale and members will no longer be required to file a claim form for reimbursement. Members must show their PacificSource ID card and pay the applicable deductible and/or copay or co-insurance. There will be no change to the combined medical and Rx deductible and out of pocket design of this Plan.

MOU (1) – CELL PHONE ALLOWANCE

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
EUGENE AND EUGENE POLICE EMPLOYEES' ASSOCIATION
(EPEA)**

The City and EPEA agree that the City will provide EPEA members assigned to the Property Crimes Unit, Financial Crimes Unit, Forensic Evidence Unit and the Property Control Unit the option of receiving a cell phone allowance in lieu of the use of a City cell phone under the following circumstances:

1. City management has determined there is a business need for the employee to use a cell phone for work related purposes;
2. City management has determined providing the allowance in lieu of a City cell phone is a viable and cost-effective option for the City;
3. The employee prefers a cell phone allowance in lieu of being issued a City cell phone;
4. The employee agrees he/she will be responsible for the purchase and maintenance of the phone, any accessories used and for the cost of the cell phone service;
5. The City recognizes that the cell phone, accessories and cell phone service plan are the property of the employee and the employee has agreed to use them in part, to meet their basic business needs.

The amount paid to employees who have been approved for a cell phone allowance by the City will generally be \$25.00 per month, if the cell phone costs for an individual employee have historically been greater than \$25.00 per month, the City will grant the employee a cell phone allowance of \$40.00.

Originally agreed to October 10, 2008.

FOR THE CITY

FOR THE EPEA

Date: _____

Date: _____

MOU (2) – COLD CASE SQUAD AND VIP PROGRAM

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EUGENE
AND
EUGENE POLICE EMPLOYEES' ASSOCIATION**

The City of Eugene and the Eugene Police Employees' Association (EPEA) mutually agree to the following:

1. The City and EPEA agree that the Volunteers In Policing (VIP) program and the Cold Case Squad supplement the work of bargaining unit members.
2. If EPEA deems that the VIP program or Cold Case Squad is conducting work normally assigned to bargaining unit members, EPEA will notify the City.
3. If, due to budget issues, the City determines that the duties of bargaining unit members will be reduced, the City will notify EPEA and together, the two will determine if the VIP program or Cold Case Squad is conducting work that could be assigned to bargaining unit members.
4. The City and EPEA maintain the right to cancel this agreement at any time.

Originally agreed to on January 15, 2010.

FOR THE CITY

FOR THE EPEA

Date: _____

Date: _____

MOU (3) – CRIMINAL BACKGROUND INVESTIGATOR

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF EUGENE
AND
EUGENE POLICE EMPLOYEES' ASSOCIATION**

The City of Eugene and the Eugene Police Employees' Association agree to the following concerning Eugene Police Department background investigations:

1. The City shall provide an opportunity for EPEA members to submit memorandum of interest to become a background investigator. The City will strive to have a minimum of 20 such EPEA members in the background investigator pool at all times.
2. The City shall provide training for all those newly identified EPEA background investigators who are not currently background investigators. Once trained, except as excused by the City, these employees will be expected to perform a minimum of two background investigations every two years.
3. When the need arises for a background investigation, the City shall notify the pool of investigators of the need for investigations and shall allow EPEA members the right to sign up for the available investigations prior to offering any backgrounds to non-EPEA employees. Should the City decide that a particular investigation requires a non-represented employee to perform the investigation, the City shall inform EPEA of the reason and provide for discussion of that decision.
4. Those EPEA members who are selected to perform background investigations agree to use their best efforts to perform these investigations during normal work time. The parties recognize there may be times that overtime is incurred during this process. There will be no minimum guarantee of hours or overtime hours, if any, to perform such investigations. EPEA members performing backgrounds agree to waive all callback rights as they relate to the investigation and any after hours contacts made in the course of the investigation.

Originally agreed to on May 13, 2015.

FOR THE CITY

FOR THE EPEA

Date: _____

Date: _____

MOU (4) – RECORDS SECTION – SPLIT SHIFT SCHEDULE FOR 2019

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF EUGENE
AND
EUGENE POLICE EMPLOYEES’ ASSOCIATION**

In an effort for better staff coverage and to reduce overtime drafts for Records Section employees, the Eugene Police Association (“EPEA”) and the City of Eugene (“City”) hereby agree to implement the following trial schedule for EPEA-represented Records employees for the 2019 schedule signup:

One current 4 x 10 hour position will be modified to work 0645-1715 hours on Tuesdays and Wednesdays, then 1245-2315 on Thursdays and Fridays for the duration of the 2019 schedule. Regular days off will be Saturday, Sunday, and Monday. For brevity, this shift will be referenced as the “split shift.”

This agreement is subject to the following provisions:

- No EPEA member will be involuntarily assigned to the split shift.
- This agreement does not set precedent for implementation of rotational-type schedules.
- Signup for the split shift will be by seniority, and will occur in a manner consistent with the annual Records shift signup. For the purposes of Records shift signup and mid-year shift rotation, the split shift will not be considered a day or swing shift. An employee working the split shift during one half of the year may exercise his/her seniority to bid on any other shift for the other half of the year.
- If unforeseen complications arise (e.g., excessive overtime, denials of time-off requests) as a result of the split shift implementation, both parties agree to meet and discuss possible modifications to the schedule. Either party may terminate this agreement with 30 days’ notice to the other party.

Originally agreed to on October 22, 2018.

FOR THE CITY

FOR THE EPEA

Date: _____

Date: _____

MOU (5) – PILOT PROGRAM RE COMMUNICATIONS CENTER EMPLOYEES

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF EUGENE AND EUGENE POLICE EMPLOYEES' ASSOCIATION

The City of Eugene and the Eugene Police Employees' Association agree to a pilot program, January 31, 2018 through June 30, 2022, regarding the retention of communications center employees who prove, through the Central Lane Communications Center (CLCC) formal training program, they are unable to progress from the call taking position to their first dispatch position (Station Two, Station One or Fire/EMS Dispatch).

During the pilot period, Communications Specialists who are meeting all standards at call taking but have failed the training program for their initial dispatch position, will be permitted to remain employed with CLCC under specific conditions.

These conditions are:

- The Communications Specialist is meeting or exceeding standards as a call taker. This incorporates all Call Taking FTEP categories including relationships with internal and external stakeholders as specified in the CLCC FTEP Standard Evaluation Guidelines.
- Meeting standards and conditions of performance reviews with no current disciplinary actions on file or occurring during the program that would be an impairment to these conditions.
- CLCC has the capacity and a business need for call taker-only services.
- CLCC's goal is to complete the initial dispatch positional training during the probationary period. Communications Specialists with documented performance below the minimum standards for their initial dispatch training during probation, or after probation, who are meeting the conditions described above, will be offered this opportunity providing a business need exists for their services.
- Each employee who qualifies and is accepted under these conditions will sign copies of this MOU as acknowledgement. The COE and the EPEA will retain the signed originals.
- A Communications Specialist retained at CLCC under these conditions may choose at a later date to again attempt to complete their initial dispatch positional training. Before an additional attempt at initial dispatch training is scheduled, EPEA and CLCC team members will review previous dispatch training documentation and make a determination together if the request will be approved. For trainees who demonstrate improved performance and/or initiative in exposure and training opportunities for their initial position, such requests will not be unreasonably denied. A Communications Specialist who successfully meets or exceeds training standards and achieves certification at this dispatch position may be fully reinstated and no longer eligible for layoff as outlined in this agreement
- A Communications Specialist retained at CLCC under these conditions will remain classified as a Communications Specialist I and will be exempt from the standard timelines for premium pay related to cross-training or promotion to Communications Specialist II. If a Communications Specialist completes their training and is reinstated, as outlined above, they may be eligible for premium pay or promotions once they achieve the minimum requirements for that position.

At such time call taker-only services are no longer needed by CLCC, the impacted employee(s) and the EPEA will be provided with a minimum of 30 days' notice of an impending layoff. Such layoffs will occur in inverse seniority order as those positions are filled by new employees with the intent of becoming fully cross-trained. Reasons for the layoff notice will be stipulated in detail and specifically tied to the number of cross-trained employees currently in the CLCC FTE footprint. Unless authorized by the Chief of Police, call taker-only positions in this program will not be included in approved over hire numbers.

CLCC must *be fully* staffed (all available vacant positions filled) and *adequately* staffed. (the FTE footprint meets identified staffing needs and the appropriate number of cross-trained employees are within that footprint) in order to proceed with a layoff notice of a call taker-only trained staff member who has failed to complete training successfully at their first dispatch position. These conditions will be agreed upon by the COE in partnership with the EPEA.

This pilot program does not diminish the need or the value of a cross-trained dispatch staff member. The goal of the CLCC management and EPEA leadership teams is to employ a fully cross-trained staff.

This agreement shall remain in effect until either party provides written notice of revocation with 30 days' notice.

Originally agreed to on March 6, 2018.

FOR THE CITY

FOR THE EPEA

Date: _____

Date: _____

MOU (6) – PILOT PROJECT RE COMMUNICATIONS SPECIALISTS SHIFT HOLIDAY

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF EUGENE
AND
EUGENE POLICE EMPLOYEES' ASSOCIATION**

The City of Eugene and the Eugene Police Employees' Association agree to a pilot project regarding the approval of one special shift holiday for Communications Specialists during the 2018, 2019, 2020, and 2021 calendar years.

During the pilot period, Communications Specialists will each be permitted to request one day of special shift holiday, not to exceed ten hours, that will take approval priority over other leave requests with the exception of primary vacation requests or leave requests that were previously approved. Denied time off will not be a factor in the evaluation of these requests.

The special shift holiday shall be requested at least two weeks in advance and will follow the posting requirements in Article 11.7. Seniority will be the deciding factor in approving the request. Only one special shift holiday will be granted per schedule day. Special shift holiday may not be requested on restricted days or major holidays which for the purpose of this MOU are New Year's Eve, New Year's Day, Easter, Memorial Day, Independence Day, Veteran's Day, Thanksgiving, Christmas Eve and Christmas Day.

This agreement shall remain in effect until December 31, 2021 or upon written notice of revocation by either party, whichever occurs first.

Originally agreed to on January 19, 2018.

FOR THE CITY

FOR THE EPEA

Date: _____

Date: _____

MOU (7) – POLICING OF UNIVERSITY OF OREGON EVENTS

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF EUGENE
AND EUGENE POLICE EMPLOYEES' ASSOCIATION**

The Eugene Police Employees' Association (EPEA) and the City of Eugene (City) recognize the importance of meeting the City's contractual obligations with the University of Oregon (UO) for policing athletic and other UO special events. Both parties understand that staffing levels for the Eugene Police Department (EPD) have led to the Department involuntarily drafting of EPEA employees for these assignments. EPEA and the City recognize that involuntary drafting of EPEA employees to fill outside contract assignments is not in the best interest of EPD employees.

The purpose of this MOU is to establish procedures to allow the City to sub-contract with other law enforcement agencies for staffing positions at UO athletic and other UO special events. This agreement is a contingency plan to enable the City to fulfill its contractual obligations with UO and preserve the integrity of the bargaining unit work performed by EPEA members. To that end the parties agree to the following:

1. The City agrees to follow existing posting and assignment practices by attempting to fill UO event positions within EPD personnel first.
2. In the event that the responsible Sergeant is unable to fill positions using EPD employees by the posted deadline, vacant positions will be offered to other law enforcement agencies (Lane County Sheriff's Office and Oregon State Police) through those agencies' normal procedures for such assignments. All law enforcement agencies will ensure that employees have the requisite certification and qualifications required for the position to which they are assigned.
3. The responsible Sergeant will make every effort to prioritize outside agency assignments for the proper personnel and equipment based on a geographical nature (closest geographical agency first).
4. The contract rate for employees of other law enforcement agencies will be the annual rate established in contract with the University of Oregon that is equal or less than the EPD rate for the fiscal year the work occurs.
5. The parties may modify this MOU upon mutual agreement.

Originally agreed to on May 31, 2017.

FOR THE CITY

FOR THE EPEA

Date: _____

Date: _____

INDEX

Act in a capacity	10, 41
Arbitration	9, 23, 32
Association business	3, 4
Association representatives	4, 31
Association Representatives	3
Bargaining unit	1, 2, 3, 4, 5, 6, 9, 11, 20, 22, 23, 26, 33, 36, 41, 42, 43, 44
Breaks	13, 41
Bulletin boards	4, 30
Business days	2, 31, 32
Callback	12, 13, 15, 19
Canine officers	19
Certification Pay	43, 44
Civilian Review Board	3, 33, 34, 36, 46
Classifications	1, 8, 11, 15
Clothing allowance	31
Coaching	10, 33, 41
Compassionate leave	28, 29
Compensatory time	6, 12, 15, 18, 26, 29
Defense and indemnification	22
Discipline	2, 23, 32, 33, 34, 35, 36, 39, 40, 45
Draft	16, 18, 42, 46, 47
Drugs and alcohol	37
Drugs and alcohol testing	37
Dues	1
Employee Assistance Program	24, 39
Employee representation	3
Equipment reimbursement	4, 22, 23, 30
Extra-duty overtime	18
Fair Share	1
Family medical leave	29, 30
Field training officer	10, 47
Flexible work hours	14, 18
FMLA	27, 30
Grievance	2, 3, 4, 8, 9, 11, 23, 31, 32, 33, 34
Health insurance	9, 23, 24, 27, 28
Holidays	20
IAP account	26
Investigation	4, 11, 13, 22, 23, 33, 34, 36, 40, 45, 46, 47
investigations	33, 46, 47
Investigations	34
Jury duty	29
Layoff	8, 9
Lead positions	10
Leave without pay	5, 27, 29, 30
Life insurance	23
Long-term disability	26
Management rights	2
Meal period	14, 16
Merit increase	11

Mileage reimbursement.....	30
Military leave.....	5, 30
Outside employment.....	5
Overtime.....	4, 11, 12, 13, 14, 15, 16, 17, 18, 19, 26, 41, 42, 46, 47
Parking.....	36
Part-time.....	5, 12, 17, 21, 24, 27
PERS.....	25, 26, 28, 45
Personal time.....	5, 15, 18, 20, 26, 29
Personnel file.....	34, 35, 36
Phone calls.....	11, 19
Physical exams.....	25
Police Auditor.....	3, 33, 36, 46
Premium pay.....	42, 44, 45
Primary vacation.....	6, 7
Probation.....	8, 33
Promotion.....	35, 36
Reasonable Suspicion.....	37, 38, 40
Recall status.....	9
Regular employee.....	1, 8, 29
Reserve officers.....	2
Retirement.....	25
Rotational assignments.....	11
Salaries.....	1, 11
Seniority.....	5, 6, 7, 8, 9, 15, 16, 17, 21, 29, 30, 41, 42, 43, 44, 46
Sick leave.....	5, 26, 27, 28, 29, 41
Special skills.....	7, 8, 9, 17, 18
Standby.....	13, 21
Strike.....	2, 3, 32
Subcontracting.....	2
Temporary employees.....	1
Time off in lieu of holidays.....	20
Time off requests.....	6, 7
Time trading.....	40, 42
Training.....	2, 3, 8, 9, 10, 11, 13, 14, 15, 17, 24, 29, 41, 42
Transfer.....	2, 9, 31, 35
Vacations.....	6, 7, 20
Voluntary overtime.....	16
Work day.....	6, 12, 13, 14, 15, 18, 19, 29
Work period.....	12, 14, 19
Work schedule.....	4, 12, 21, 27, 42
Work unit.....	6, 7, 16, 18, 31
Working conditions.....	9, 11

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Pat Bentley's Professional Bio

I was born and raised in Southern California. I received my undergraduate degree in Psychology from San Diego State University. I was hired as a Deputy Probation Officer with Kern County in Central California. I met my husband Larry, who was a Deputy Sheriff, as he booked a juvenile into our Juvenile Hall.

After six years in that capacity, I returned to graduate school, earning a Master's in School Counseling. I worked with At Risk students in our first Community School. After several years, I was offered a position with Kern Child Abuse Council to write and administer the Adolescent Program.

At the encouragement of my administrator, I returned to graduate school for a second Master's in Marriage Family Therapy. I was licensed in 1997 and entered Private Practice. Initially, my work focused on teens and couples. I began to give trainings to the Probation Department, Bakersfield Police Department, and the Kern County Sheriff's Office. My husband eventually promoted through the ranks and became Chief Investigator for the Kern County District Attorney's Office.

Through all those interactions, I became familiar with the unique concerns that law enforcement personnel face. I studied the Mitchell Model in Baltimore, earning an Advanced Certificate in Critical Incident Debriefing. In 2006, I was approached to lead Critical Incident Debriefs to Sheriff's Personnel.

The work has been some of the most rewarding. We have seen the program grow from Deputies' initial distrust, to requesting their debriefings. A gaping hole soon became apparent for deputies and dispatchers who needed more than the debriefings. If they chose private therapy, they went to their employee assistance program. Many of the therapists are new and inexperienced. Too often, we were hearing the officers saying they ended up comforting the therapist. That led to a 10-year journey to get private funding for First Responders to have therapists who specialized in trauma to do their counseling—all of it paid by private donors. The program is so successful that more therapists have been hired and more money has been donated.

My husband retired after 42 years in law enforcement. We have been married for 47 years and have two sons, now 30 and 34. I have had a love affair with the Oregon Ducks football team for many years. We had 25 years of meeting Canadian friends in Eugene once or twice a year. They found the Ducks games to be a highlight.

We made it our goal to eventually move to Eugene. The goal was reached seven years ago. Our 30-year-old had moved up a few years before us. Our 34-year-old has been here the past 5 years. We still have our home on the Central Coast in CA but spend 8-9 months in Eugene. I commute to my practice every 6-8 weeks and fly, if necessary, for Critical Incidents. Much of my private practice is now telehealth, which clients seem to prefer. I have taken initial steps toward licensure in Oregon, as well.