Contract # 1252

COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF SPRINGFIELD

and

THE SPRINGFIELD POLICE ASSOCIATION

JULY 1, 2014 THROUGH JUNE 30, 2017

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PREAMBLE

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

ARTICLE 1 - RECOGNITION

1.1 Description

The City recognizes the Association as the sole collective bargaining agent for part-time Community Service Officers and all regular employees employed in the classifications covered by the Agreement. For the purpose of this Agreement, a regular employee shall be an employee who works 40 hours or more per week. All reference to employees in the agreement, shall be construed to mean regular full and part time employees, and not temporary (employees of employment duration of less than six [6] months), or seasonal employees. It is further agreed that supervisory and confidential employees are excluded from the bargaining unit.

The bargaining unit shall consist of the following classifications:

Police Officer
Property Controller
Property Clerk
Senior Police Records & Communications Specialist
Police Records & Communications Specialist
Police Dispatcher
Police Dispatcher Trainee
Court Security Officer
Community Service Officer 1 and 2
Police Technical Specialist
Police Secretary
Detention Officer
Detention Supervisor
Detention Clerk

1.2 New Classifications

If new classifications are established by the City and added to the bargaining unit, a proposed wage scale shall be assigned thereto, and the City shall forward the new class and proposed wage to the Association for their review. The contract will then be subject to reopening for the purpose of negotiating a wage for that class only if requested by the Association.

1.3 Notice of Action

Where reference is made to some action to be performed by the City in the Agreement or some notice of filing to be made with the City, the City will act through the City Manager or his designee. Where reference is made in this Agreement to the Association in that some action is taken by or directed by the Association, the Association will act through its certified representative, as described in 5.7 Certification of Officers and Agents.

ARTICLE 2 - MANAGEMENT RIGHTS

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituents' departments, commissions and boards; set standards for service; determine standards and procedures of selections for employment and promotion; direct its employees; take corrective action; determine the size of its workforce; maintain efficiency of governmental operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and direction over its organization and technology of performing its work.

ARTICLE 3 - NON-DISCRIMINATION

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 4 - ASSOCIATION BUSINESS

4.1 Association Business

Subject to the reasonable operational needs of the City, the City agrees to allow time off without loss of pay for employees who are Association officers or their designee(s) for the following processing and investigating grievances, joint-labor/management meetings, investigatory interviews, arbitrations, or other meetings between the Union and the City. In no case will more than three (3) such Association officials be off at any one time without loss of pay. Prior to taking such time off, employees shall first notify their immediate supervisor for approval to take such time off; in no case will approval be unreasonably withheld.

4.2 Collective Bargaining Activities

Subject to reasonable operational needs of the City, the time for collective bargaining activities shall be mutually agreed upon by the City and the Association. When collective bargaining activities occur during the regularly scheduled working hours, members of the Association bargaining team shall be allowed time off with pay. The City shall be notified by the Association of the names of the designated representatives. No more than three (3) representatives may be off with pay at any one time. Bargaining team members may exercise their right to trade shifts or days off pursuant to ARTICLE 16 - GENERAL PROVISIONS, 16.8 Shift Trading and Trading of Days Off to avoid scheduling hardships due to negotiations.

4.3 Time Bank

The City will allow Association representatives one hundred eighty (180) shift hours per fiscal year to perform activities related to Association business (such as training, conferences, or political action) other than those in Section 4.1, so long as their absence does not, in the City's judgment, hamper the normal operations of the Department. Upon request the Association will provide a reasonable description of the activity. When overtime is required of other personnel as a result of such absences, it shall be paid at the rate of time and one-half (1.5). The City will be given at least seventy-two (72) hours advance notice of time off for Association business when an Association representative will be absent from work. The City, after proper notice to the Association, may reduce the amount of time paid for if the privilege is being abused

ARTICLE 5 - ASSOCIATION SECURITY

5.1 Check-off

Authorization shall continue in effect from year-to-year unless revoked or changed in writing. Pursuant to each written authorization, the City shall deduct such dues from the first two bi-weekly checks during the month. The amounts deducted shall be transmitted within ten (10) days to the Association. The City will not be held liable for check-off errors but will make proper adjustments with the Association for errors, within a 30-day period. Provided the City acts in compliance with provisions of this article, the Association will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City as a result of the City's enforcement of the above provisions or as a result of any check-off errors.

5.2 Fair Share

Employees who are not members of the Association shall make payments in lieu of dues to the Association. The amount of such payments shall be determined by the Association. This section shall be referred to as the "Fair Share" Agreement and the City shall deduct from the first two bi-weekly checks during the month (i.e., 24 times per year), the payments for fair share and shall remit the same to the Association within ten (10) days after the deduction is made.

5.3 Religious Objection

Any employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization or the payment of dues, or payment in lieu of dues to a labor organization, shall pay an amount of money equivalent to regular Association dues, initiation fees and assessments to a non-religious charity, or to another charitable organization mutually agreed upon by the employee affected and the Association. The City shall deduct from the first two bi-weekly checks of each such employee, (i.e., 24 times per year), the payments to such charitable organization and shall remit the same to the charitable organization within ten (10) days after the deduction is made. The employee shall supply proof to the Association, each month, that this has been done.

5.4 New Hires

The City will notify the Association, in writing, of new employees hired within the bargaining unit, within 30 days after their hire date, and will furnish the Association their name, mailing address, and class title.

5.5 Bulletin Boards

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

5.6 Right of Access

The City agrees that the Association representatives accredited by the Association shall be accorded reasonable access to bargaining unit members for the purpose of Association business, providing

that such access does not interfere with the performance by City employees of their duties; and further provided that such representatives shall obtain prior approval from the supervisor. Requests for approval shall include the purpose of the visit, the length of time required, and the name of the person to whom the representative desires to speak. The Association shall certify in writing the names of the Association representatives authorized to conduct Association business with employees in the bargaining unit. The City may refuse to recognize any such Association representative until he/she is certified.

5.7 Certification of Association Officers and Agents

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

5.8 Use of Building

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

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

5.9 Bargaining Unit Work

The City agrees not to utilize general fund monies to hire part-time or temporary employees into bargaining unit classifications for which an active layoff list with qualified employees exists. The intent of this section is to protect employees in a layoff status.

5.10 Out of Class Work

Any employee who is assigned the responsibilities and/or carries out the duties of a position, rank or classification above that which he or she normally holds, shall be paid at the rate of that position, rank or classification while so acting. The rate of pay for the purpose of this article shall be the rate of pay the employee would receive had he or she been promoted to that position, rank or classification from his or her normal position but in no case shall the employee receive less than five percent (5%) increase above his or her normal salary. In order to receive out of class compensation, the employee must work in the higher class for a minimum of one full shift. Provided that Detention Officers working out of class for more than one-half hour shall receive out of class compensation.

ARTICLE 6 - HOURS AND OVERTIME

6.1 Regular Hours

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

6.2 Work Week

The work week shall consist of a seven (7) day work schedule with five (5) consecutive eight (8) hour days of work with two (2) consecutive days off. The individual employees' seven (7) days work schedule shall begin at the start of his/her first workday and end seven (7) days (168 hours)

later. The FLSA defined work week for 40 hour employees will be from Saturday at 2230 PM through Saturday at 2229 PM. Provided, however, that the City may continue to operate under the "Stewart Plan" or any modification thereof agreed upon by the Association.

In the event the City discontinues the "Stewart Plan", the following will occur prior to such conversions:

a) The City will notify the Association 30 days in advance of the discontinuance of the plan. Such notice shall include a work schedule specifying the hours of work and the shifts the employees will be working.
b) The Association will have a right to discuss the impact of the discontinuance of the "Stewart Plan" and if no agreement can be reached within 30 days, the parties agree to arbitrate the "impact" differences in the forum of "last best offer" and the arbitrator will be directed to select one of the parties' proposals. The parties agree there shall be no impact discussions regarding compensation.

6.3 Workday

The workday shall consist of an eight (8) hour workday within a 24 hour period including rest periods, briefing, and training periods. The individual employees' 24 hour period shall begin at the normal starting time of his or her individual workday and end 24 hours later. Provided, however, that the City may continue to operate under the "Stewart Plan" or any modification thereof agreed upon by the Association.

6.4 Work Shift

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

6.5 Work Schedules

Shift Bidding

Personnel assigned to shift work shall bid once annually in September for two six (6) month blocks for the following year, based on their classification seniority, for shifts and days off. Shift changes will occur on the first day of the new pay period closest to every February 1st, and on the first day of the new pay period closest to every August 1st. The City will maintain and post two years' worth of shift change dates at all times. An employee will not be on the same shift more than 18 months, unless extended by mutual agreement between the City and the Association. Canine officers shall not be subject to the 18 months rule as long as they are barred from bidding day watch provided the training and operational needs of the unit are met. Employees may trade shifts (watch assignments) subject to the 18 months rule and supervisor approval. Trade requests will not be unreasonably denied.

Traffic Team assignments shall have designated slots to bid as determined by the City.

Transition to a New Shift Schedule

Other than overtime compensation that is required by the FLSA, additional shifts worked as a result of the transition to the new shift schedule will be considered regularly scheduled shifts for the purposes of article 6.8, (overtime). For Dispatchers the rules for calculating overtime are described

in attachment B (Stewart Plan). Dispatchers will be paid "Rate B" overtime for hours worked in excess of 40 hours in any work period as a result of the transition to the new shift schedule, as described therein. If the employees' selection of days off results in less than a full work period, the employee may elect to utilize appropriate accrued leave to bring their paid hours up to a full work period. If the employee does not request to use appropriate accrued leave in this manner, or if the employee's leave balances have been exhausted, the leave shall be unpaid. The employee who will not work a full work period due to the shift bid may elect to work in order not to have to utilize paid leave in order to work a full work period. If an employee will work overtime due to the shift bid, the City may either allow that to occur or order the employee to take time off in order to avoid overtime pay.

Imbalance in Seniority or Specialization After Bidding

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

Posting of Work Schedules

Work schedules showing the employees' workdays, and hours for the next six months, shall be posted on the department bulletin boards at least 60 days prior to the beginning of that new schedule. Changes in this six month schedule necessitated by unforeseen circumstances may be made and shall be posted ten (10) days prior to the effective day of the change unless such notice cannot be given because of an emergency, which shall be defined as a catastrophic or unexpected event, but not staffing shortages caused by normal illness.

6.6 Rest Periods

A rest period of 15 minutes shall be permitted for all employees during each half shift, which shall be scheduled by the City in accordance with the operating requirements of each employee's duties, and shall be considered on-duty time.

6.7 Meal Periods

All employees shall be granted a meal period during each work shift. To the extent consistent with operating requirements of the department, each meal period shall be scheduled in the middle of the work shift, or as near thereto as possible. The meal period for all police officers and dispatchers, except as otherwise specified herein, shall be one-half hour in length and shall be paid. It is understood that all employees that receive a paid lunch are subject to call without consideration for further compensation. All non-police personnel shall receive a one-half hour unpaid meal period, except that the Property Controller, Property Clerk, Court Security Officer and the Records Clerk assigned to Animal Control will receive a one hour unpaid meal period. All police officers assigned to positions outside of patrol will receive a one (1) hour unpaid meal period.

6.8 Overtime

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

6.9 Callback

When an employee is assigned and reports for work at any time other than his/her normal shift, the employee shall be guaranteed at least three (3) hours of overtime pay except when the overtime assignment commences within three (3) hours of the completion of the members' shift, the overtime shall be deemed to begin at the completion of the employee's shift and shall extend to the completion of the overtime assignment. If the overtime commences within two (2) hours of the beginning of the employee's shift, two (2) hours of overtime pay will be granted. An employee is eligible to receive more than one (1) call-back pay in a single day so long as the second call-back occurs outside the initial three (3) consecutive hour block of time (the first call-back), however, only one (1) call-back shall be paid for each three (3) hour block of time.

When an employee reports for work on a day off (including approved leave days), the employee shall be paid overtime for all hours worked with a minimum of four (4) hours of overtime pay.

6.10 Standby Time

Employees who are placed on standby shall be compensated at 25% of their straight time rate for the time they are on standby. Standby time shall not apply to court waiting time.

6.11 Court Overtime

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

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

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

6.12 Flexible Work Hours

Certain non-routine or unique assignments within the department require flexible work hours. Employees who accept such assignments approved by the Chief or his designee, after notification of any special requirements relating to hours and overtime, shall be bound by these special requirements and waive the provisions of 6.5 Work Schedules and 6.8 Overtime except that overtime shall be paid for hours worked in excess of 40 hours in a work week.

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

Nothing shall prevent the Chief or his designee from requiring an employee to work such assignment for which there are insufficient volunteers. In such event, employees shall be compensated as per this article.

ARTICLE 7 - MILEAGE AND PER DIEM

7.1 Mileage

An employee authorized by the City to report for special duty such as schools, conferences, training, etc., outside a ten (10) mile radius of City Hall, excluding the police firing range, requiring the use of his personal automobile for transportation to such location shall be compensated at the IRS rate for the use of such automobile. Such mileage shall be computed from the Police Department.

7.2 Per Diem

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

*Meals	Breakfast	$ 10.00
	Lunch	$ 11.00
	Dinner	$ 20.00
Lodging	Reasonable actual expenses	

*Exceptions will be made where the official program of a meeting involves a scheduled meal with a charge higher than that allowable under the schedule shown.

7.3 Other Transportation

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

ARTICLE 8 - TIME OFF IN LIEU OF HOLIDAYS

In lieu of holidays, employees shall accrue 4.308 hours of time per full bi-weekly period of employment for the purpose of time off in lieu of holidays. Time accrued is meant to be taken within one (1) calendar year of accrual and shall be taken at the employee's convenience subject to approval by the City based upon the operating needs of the Police Department.

Employees may accrue a maximum of 112 hours of time under this article. Any time accrued over and above the maximum will be paid in the employee's next paycheck.

It is understood that employees who do not normally work when City Hall is closed will use eight (8) hours for each official holiday throughout the year during or because of which City Hall is customarily closed.

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

The City and Association agree that the time accrued and paid out in the employee's paycheck as stated in this Article and similar holiday compensation paid by comparable employers will be included in subsequent negotiations and arbitrations for a successor agreement when determining the overall compensation of other employees performing similar services with the same or other employees in comparable communities pursuant to the Public Employees Collective Bargaining Act.

ARTICLE 9 - SICK LEAVE

9.1 Accrual

Accrued sick leave shall be earned for the purpose stated herein by each employee at the rate of 3.693 hours for each full bi-weekly period of employment, commencing with the date of employment. There shall be a maximum accumulation of 1200 hours. For the purpose of conversion at retirement or death, the maximum accrual is 960 hours.

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

9.2 Utilization

Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of illness or injury. In such event, the employee shall notify the employee's immediate supervisor or the on-duty supervisor of absence due to illness or injury and the nature and expected length thereof, as soon as possible and, if reasonably possible, at least one (1) hour prior to the beginning of his regularly scheduled work shift, unless unable to do so because of the serious nature of the injury or illness. If a supervisor is unavailable, a message may be left at dispatch. The City may, at its option, require a physician's statement confirming the illness, the need for the employee's absence and an estimated duration of the absence for any illness which causes an employee absence of three (3) or more consecutive workdays or when the pattern of sick leave usage indicated potential abuse of sick leave, prior to the payment of any sick leave benefits. Prior to allowing the employee to return to work, the City may require a doctor's release stating that the employee may return to his/her normal duties. Where the City finds the employee is, by reason of his illness or injury, unable to perform services with the regularity, efficiency or degree of safety to himself or others which the City finds necessary to the proper operation of the department and safety of fellow employees, or where the City finds that the employee's illness at a stage where it may present an unnecessary or unreasonable risk of infection to other employees, the City shall have the right to require that he absent himself and take further sick leave.

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

9.3 Family

Employees may take sick leave to arrange for care because of a serious illness of a family member in the same household, which shall include parents of the employee and children who may not be living in the same household.

9.4 Integration with Workers' Compensation

An employee who is off work due to an injury which is compensable under the Oregon Workers' Compensation Act will receive compensation under the Act in addition to an amount from the City; the total of the two shall be equal to the employee's regular net base salary including incentive pay. Checks received as compensation from the City's insurance carrier or its designee will be reported to the City Finance Director, in writing, specifying the amount and the period for which is represents payment.

Sick leave time off will not be charged to the employee for injuries covered by Workers' Compensation. If an employee is off for more than twelve (12) months because of a compensable disability, time off in excess of twelve (12) months may be charged against sick leave on a prorated basis.

During the period of disability, the employee shall continue to receive all forms of compensation (salary, step increases, incentive pay, all insurance, etc.) and shall accrue sick time, holiday time, and vacation time during the period of disability, but shall not receive personal expense allowances as defined in 16.6 Personal Expense & Special Pay Allowances of this Agreement.

9.5 Leave Without Pay

Upon application by the employee, or in the event the City determines under 9.2 Utilization that the employee is unable to return to work, sick leave without pay may be granted by the City for the remaining period of disability after accrued sick leave, vacation and holiday time has been exhausted. The City may require that the employee submit a certificate from a physician periodically during the period of such disability.

9.6 Funeral/Compassionate Leave

An employee will be granted funeral or compassionate leave up to five (5) days with regular salary in the event of death in the immediate family of the employee. Employee's immediate family shall include: spouse, registered same-sex domestic partner, parents, children, stepchildren, brother, sister, mother-in-law, father-in-law, maternal grandparents, and paternal grandparents. No deduction will be made from sick leave for funeral leave. In extenuating circumstances, the Chief at his discretion can grant an extension of time needed for compassionate or funeral leave. Whenever an extension is granted, the employee shall be required to use accrued time other than sick leave for all hours outside the five (5) day limitation contained herein.

In the event same-sex marriage is legalized at the state or federal level, the term "registered same-sex domestic partner" shall be dropped, with "spouse" covering those relationships.

9.7 Sick Leave Conversion at Retirement or Death

For Association members covered under PERS retirement, effective January 1, 2004, there shall be no payment of sick leave at death or retirement. In lieu of such payment, unused accumulated sick leave shall be reported to PERS and credit shall be applied as provided by PERS.

If at any time it becomes unlawful for PERS to credit sick leave to an employee's retirement benefit, or if the City is unable to add such coverage to the City's PERS agreement for Association members, accumulated, unused sick leave shall be paid to the employee upon his retirement or death, at the rate of 50% of the unused balance. In the event of the death of the employee, the

employee's accumulated sick leave shall be paid to his beneficiary. Such payment shall be made regardless of the years of continuous service.

For Association members covered by the City Retirement plan and not under PERS, accumulated, unused sick leave shall be paid to the employee upon his retirement or death, at the rate of 50% of the unused balance. In the event of the death of the employee, the employee's accumulated sick leave shall be paid to his beneficiary. Such payment shall be made regardless of the years of continuous service.

9.8 Leave Credit Following Re-Employment

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

9.9 Family and Medical Leave

An employee shall be allowed to utilize family and medical leave in accord with law.

9.10 Leave Donation

Members of the Association may request sick leave donation from other members of the Association for non-work related absences due to serious health related problems. It is not intended for situations in which the absence is discretionary, such as family or parental leave, in which the health of the employee or a dependent is not a factor. To be eligible for sick leave donation the Association member must have exhausted all available paid leave benefits and must have applied for:

Long term disability insurance (LTD) to bridge the period of leave after paid benefits are exhausted and LTD insurance coverage commences; or
Family Medical Leave (FMLA) to cover an FMLA qualified leave, due to a serious medical condition, which is anticipated to continue after paid leave benefits are exhausted.

Process:
Leave Donations will be initiated by completing the leave donation form and submitting the form to Human Resources. Human Resources will assist the employee seeking donation in completion of LTD and/or FMLA forms as needed, and will assist with the request for donation. After determination by Human Resources that the request is qualified, the Association president will be notified and will disseminate the request to association members. A statement will be made in the request for donation to contact a Human Resources representative if they wish to donate leave or if more information is needed. Forms for leave donation will be provided by the Human Resources department upon request by the donating employee.

Leave donations are made voluntarily and anonymously. Employees may donate accrued vacation time, accrued holiday leave, sick leave, or compensatory time. Once leave is donated and transferred to the receiving employee, it is irrevocable. Employees may donate accrued vacation leave provided they are eligible to take accrued vacation leave. Employees may donate up to 32 hours of sick leave per fiscal year provided they have a balance of at least 360 hours of accrued sick leave at the time of donation.

Employees may donate a total of 40 hours of mixed time per donation request; employees seeking leave may make multiple donation requests. As donated time from the first donation round runs low, the Association and ill employee may start a subsequent round of donation requests.

Leave will be donated on an hour-for-hour basis.

Donations will be removed from the donators leave bank and credited to the sick leave bank of the receiving employee as needed. Donated leave not transferred to the recipient within 90 days will be returned to the donator.

Donations of vacation, compensatory time, and holiday leave will be used, as needed, on a first in, first out basis. After all donated vacation, compensatory time, and holiday leave is exhausted, donated sick leave will be used on a first in, first out basis. Under no circumstances will the use of donated leave extend longer than 90 calendar days. Donations that are unused due to the employee's return to work, the end of FMLA qualified leave, or commencement of LTD benefit payments will not be removed from the donators leave bank. The employee making the donation will be informed if the leave was not used.

ARTICLE 10 - OTHER LEAVES OF ABSENCE

10.1 Criteria and Procedure

The City will consider a written application for leave of absence without pay not to exceed 12 calendar months if the City finds there is reasonable justification to grant such leave and that the work of the department will not be seriously handicapped by the temporary absence of the employee. Such leave shall not be approved for an employee for the purpose of accepting employment outside the service of the City; and notice that the employee has accepted permanent employment or entered into a full-time business or occupation may be accepted by the City as a resignation. Such leave may be granted at the sole discretion of the City.

10.2 Jury Duty

Employees shall be granted a leave with pay for service upon a jury; provided, however, that the employee is required to seek all fees due him for such jury duty and turn said fees over to the City, and upon being excused from jury duty for any day an employee shall immediately contact the department head or other supervisor for assignment for the remainder of his or her regular workday. The City shall attempt to accommodate employees called for jury duty to avoid scheduling hardships. Accommodation measures may include shift trades, temporary shift reassignments, and optional use of compensatory time, sick leave, or vacation time off.

10.3 Witness Appearance

Leave of absence with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness for activities that arose out of employment with the Springfield Police Department in response to a subpoena or other order by proper authority compelling his attendance under penalty described by law including the time required for travel to court and return to the employee's headquarters. (Travel time will be calculated from the Springfield Police Department.) The leave is not available for friend-of-the-court appearances, Association business, or personal matters.

10.4 Seminars and Workshops

Employees will attend workshops and seminars intended to upgrade the employee's skills and professional ability, when ordered by the City. The employee may initiate a request to attend workshops and seminars, subject to approval of the Police Chief, and the denial of such a request shall not be grievable by any means. In the event that an employee's request for attendance is denied, the employee may still attend such training, seminars and workshops, but will do so at no cost to the City and providing attendance does not conflict with adequate personnel scheduling.

Employees ordered to attend job-related training and workshops, or course work, will do so at the City's expense. The books and materials purchased by the City will remain in the departmental library.

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

10.5 Voting Leave

The City shall grant an employee reasonable time off to vote if the employee is unable to reasonably do so either before or after their scheduled shift. This provision shall only be applicable in the event Oregon's ballot by mail regulations are rescinded and traditional voting site election procedures are reinstituted.

10.6 Absence Without Leave

An employee who fails to return from a paid or unpaid leave of absence or is absent without leave for three (3) calendar days shall be considered to have abandoned his/her job and treated as a voluntary resignation unless the City determines to the contrary. Nothing herein precludes the City from granting an extension of an approved leave of absence requested in advance of the expiration by the employee.

ARTICLE 11 - EDUCATION AND TRAINING

11.1 Tuition Reimbursement

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

(a) Employees shall be reimbursed at the rate of 50% for those courses and/or approved degree programs passed with a grade of "C" or better. If the course is offered on a pass fail basis only, the City shall reimburse the tuition at 50% of the cost for employee earning a "pass" in the course. The reimbursement shall only be for tuition of classes required to complete one initial Bachelor of Arts or Bachelor of Science degree and one initial Masters of Arts or Masters of Science degree from an accredited college or university; other expenses shall be the responsibility of the employee. Courses shall be approved for reimbursement based on their relationship to career enhancement and development; provided that courses required as part of an approved degree program will be approved. Courses directed at personal enhancement such as music, sculpture, vocational classes, et cetera, will not be approved for reimbursement. To be eligible for tuition reimbursement, employees, must have courses pre-approved for reimbursement by the Police Chief prior to enrollment.

(b) Current employees enrolled in a degree program as of April 30, 2014 shall be grandfathered under the existing contract language in the 2011-2014 Agreement.

11.2 Directed Training Reimbursement

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

11.3 Education Incentive Pay

An employee who possesses a Bachelor of Arts of Bachelor or Science degree from an accredited college or university shall be compensated at a premium of five percent (5%) of base pay if otherwise qualified as determined annually by the Police Chief and as reflected on the performance evaluation preceding the date on which the employee is otherwise qualified. As used in this section, the phrase "if otherwise qualified" means that the employee has received a satisfactory rating on the employee's last performance evaluation.

ARTICLE 12 - VACATION

12.1 Accrual

A regular employee shall be eligible for vacation time in accordance with the following schedule:

Years of Service	Bi-Weekly Accrual
1 – 4	3.693
5 – 9	4.616
10 -14	5.539
15 – 19	6.462
20+	7.385

Part-time employees earn vacation on a pro-rated basis based on their actual work hours as a percentage of full-time hours.

12.2 Continuous Service

Time spent by an employee on paid military leave, sick leave resulting from an injury incurred in the course of employment, and authorized leave shall be included as continuous service. Other breaks in service shall result in a loss of continuous service for the purpose of vacation accrual unless rehire occurs within 12 months of termination. An employee who terminates employment with the City of Springfield and is rehired within 12 months of termination shall have prior continuous service count towards years of service for purposes solely of accruing vacation. That time shall not count for vacation selection, shift bidding, or any other seniority based purpose.

12.3 Accrual Limitations

Employees may accumulate a maximum of two years of vacation leave. No payment shall be made for vacation time lost by an employee because of accrual limitations, unless the failure to take vacation is caused by the City's insistence that the employee be at work during a scheduled vacation period. In accordance with this section, the City shall establish and maintain a procedure to notify an employee 30 days in advance of impending loss of accrued vacation time.

12.4 Vacation Selection

Employees shall be permitted to request vacation either on a split or an entire basis. Employees shall have the right to determine the vacation times subject to scheduling required for public service based upon the needs of an efficient operation, the availability of vacation relief, and the City's right to so arrange scheduling that each employee has an opportunity if he/she chooses to use at some time during the fiscal year the full amount of the vacation credit which he/she could accumulate in 12 months of continuous service. Vacation time shall be selected on the basis of seniority, provided, however, that each employee will be permitted to exercise his right of seniority only once annually for one block of time. Thereafter, conflicting requests for the same vacation time shall be resolved on the basis of prior scheduling.

12.5 Death or Termination

In the event of termination of an employee who is otherwise entitled to vacation credits, the employee shall be entitled to payment for earned vacation leave. In the event of death, earned but unused vacation shall be paid in the same manner as salary. Probationary employees shall not be entitled to any payment for vacation credit.

ARTICLE 13 - PERSONNEL RECORDS

13.1 Location and Employee Review Rights

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

13.2 Signing

Each employee shall read and sign any derogatory material that is placed in his personnel file, including merit ratings, written reprimand, demotions, suspensions or discharge. Signing does not necessarily indicate agreement. Material of a derogatory or critical nature signed by the employee shall bear the following statement next to the signature line:

"Signing Does Not Necessarily Indicate Agreement."

13.3 Staleness of Personnel Records

Written reprimand/warnings shall be deemed to be stale in an employee's personnel file after two (2) years so long as no other disciplinary action occurs within that time period. A document that is stale cannot be used for purposes of progressive discipline. In addition, employees shall have the right to submit rebuttal material to any critical material contained in their personnel file.

13.4 Performance Evaluations

The City shall strive to conduct annual employee evaluations no later than 30 days from the employee's anniversary date. Employees shall be given a copy of their evaluations.

Unsatisfactory ratings will include a statement of the reason for the unsatisfactory rating. Employees will be given the opportunity to meet with their supervisors to discuss their evaluations. Employees may submit a written response to the evaluation which shall become part of the evaluation.

ARTICLE 14 - DISCIPLINE AND DISCHARGE

14.1 Just Cause

No regular employee may be disciplined or discharged except for just cause.

14.2 Probationary Employees

A probationary employee, as defined in 17.4 New Employees, may be disciplined or discharged without recourse to the grievance procedure.

14.3 Due Process

In the event the City believes an employee may be subject to discipline greater than a written reprimand, the following procedural due process shall be followed:

(a) The employee shall be notified of the charges or allegations that may subject them to discipline. If the accuser or witness is an employee, his or her information may be redacted if necessary to comply with statutes prohibiting the City from disclosing his or her identity, unless the accuser or witness expressly waives their confidentiality in writing;

(b) The employee shall be notified of the disciplinary sanctions being considered;

(c) The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing, which shall be scheduled no earlier than seven (7) days after the employee is given notice of the charges and all documentation that may exist regarding the allegations. However, the hearing need not be postponed due to a dispute over all of the material being given to the employee.

(d) At their request, the employee will be entitled to be accompanied by a fellow employee or a representative of the Association at the informal hearing.

(e) If the City has reason to discipline an employee, it shall make reasonable efforts to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or the public. Disclosure of imposed discipline shall be strictly limited to parties directly involved in the discipline process and as needed for proper supervision of the employee.

14.4 Just Cause Standards

For the purpose of this agreement, just cause shall be determined in accordance with the following guidelines:

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

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

(c) The City must conduct a reasonable investigation.

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

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

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

ARTICLE 15 - SETTLEMENT OF DISPUTES

15.1 Procedure

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

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

(a) a statement of the grievance and the factual allegations upon which it is based:

(b) the sections(s) of this contract alleged to have been violated:

(c) the remedy sought; and

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

Step 2 Within ten (10) days of receipt of the grievance the police "Management Team" will schedule a meeting to give the grievant an opportunity to discuss the dispute with the Management Team. The "Management Team" shall render a written decision within ten (10) days following the herein-referenced meeting.[1]

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

Step 4 If the grievance is not resolved at Step 3 above and if the Association wishes to pursue the grievance further, the Association shall submit the grievance to arbitration by written notice

[1] The employee's "**Management Team**" shall consist of those supervisors that make up his/her supervisory chain Sergeant, Captain and Chief. A representative from Human Resources may be present at any hearing during the process.

to the City Manager within ten (10) days following the date the City Manager's response at Step 3 is due or received, whichever is earlier.

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

Unless the parties mutually agree upon an arbitrator, the Association shall, within ten (10) days of their notice to proceed to arbitration, submit a written request to the Oregon Employment Relations Board, which will submit to the parties, a list of the names of seven (7) Oregon arbitrators that are on the AAA list. Upon receipt of the list, the parties will determine by coin toss who shall strike first, and shall then continue to alternate strike until only one name remains and the remaining name shall be the arbitrator.

The arbitrator shall have no power to modify, add to or subtract from the terms of this Agreement and shall be confined to the interpretation and enforcement of this Agreement. The arbitrator's decision shall be in writing and shall be submitted to the parties within 30 days following the close of the hearing. The arbitrator's decision shall be final and binding on the affected employee(s), the Union and the City.

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

15.2 Time Limits

The parties to this Agreement shall be bound by the time limits contained in this article, 15.1 Procedure above. The grievance will be considered to have been presented or forwarded within the time limits so long as it is received by the appropriate person within the time limits specified herein.

If either party fails to comply with or follow the time limits, the following shall result:
(a)If the grievant fails to respond within the time limits specified above, the grievance shall automatically be deemed abandoned.
(b) If the City fails to respond within the time limits specified above, the grievance shall automatically be advanced to the next step.

15.3 Grievance File

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

15.4 Meetings

A meeting shall be held at any level of procedure upon the mutual agreement of the parties. The grievant may be accompanied at any grievance meeting by a representative of this choice, including the bargaining agent, if so requested.

ARTICLE 16 - GENERAL PROVISIONS

16.1 Work Rules

The Association agrees that the City has the right to make reasonable work rules, but in no case will such work rules be promulgated or implemented which are inconsistent with this Agreement, or until the Association has exercised or waived its right to bargain over changes in existing conditions in accord with Oregon law. The City agrees to provide a copy of the work rules to each employee and a separate copy to the Association's President.

16.2 Posting of New Work Rules

The City agrees to post in a conspicuous location a copy of all new work rules seven (7) days prior to their effective date except in emergency situations when such seven (7) day notice would not be feasible.

16.3 Class Specifications

The City shall maintain written class specifications that shall include a title; nature of work; general description of the duties; and minimum or desirable qualifications for the class. Job titles shall refer to a specific position or a group of positions and not to an individual in the class. It is agreed that the content of the class specification is not negotiable and that any changes made by the City in the class specifications shall be forwarded to the Association.

16.4 Safety

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

16.5 Uniform Allowance

The City agrees to provide required uniforms and equipment for employees in the bargaining unit. The City agrees to repair or replace both personal and City-owned uniforms and equipment damaged or destroyed on duty unless gross negligence can be shown on the part of the employee. The repair or replacement of personal items shall not exceed reasonable costs, provided the City will not pay for jewelry or more than $100 for watches. Eyeglasses shall be repaired or replaced in accordance with the benefits provided by the City's workers' compensation insurance (reasonable replacement value).

16.6 Personal Expense & Special Pay Allowances

Employees will receive an allowance in accordance with the following schedule which is established based upon the parties' estimate of job-related expenses not otherwise provided for and any special pay for assignments within the patrol division:

Schedule A	2% of the middle step of the salary range
Schedule B	2.5% of the middle step of the salary range
Schedule C	3% of the middle step of the salary range

Schedule A includes: Property Controller, Property Clerk, Police Dispatcher, Police Dispatcher Trainee, Community Service Officer, Police Records Clerk, Patrol Officer, and Court Security Officer, Police Secretary.

Schedule B includes: Motorcycle and K-9 Officers.

Schedule C Includes: Investigation Bureau Officers or any other plain clothes assignment of at least 30 days duration.

Part-time employee expense allowances are based on the middle step of the part-time salary range for that classification.

It is intended by the parties that a conversion from a flat dollar allowance to a percentage allowance effectively removes this issue as a bargaining matter now and in the future because the allowance will change automatically with the percentage formula.

16.7 Outside Employment

Outside employment shall be permitted so long as such employment:

(a) Does not conflict with the interest of City employment.

(b) Does not detract from the efficiency of the employee in his/her work with City.

(c) Does not discredit City employment.

Requests for outside employment shall be in writing and such requests will be made prior to obtaining outside employment. Once an employee has terminated or temporarily suspended their outside employment, he/she shall notify the City.

16.8 Shift Trading and Trading of Days Off

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

16.9 Parking

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

16.10 Special Events

In the event the City agrees to provide Police personnel for events in which it receives compensation, it will allow Police Officers the opportunity to sign up for a minimum of two (2) positions. The sign-up list shall be posted so employees can sign up for the overtime based on their classification seniority. School Resource Officers (SRO) may be granted the opportunity to sign up for School related special events prior to the list being posted for all personnel. The sign-up list for such activities will be removed five (5) days prior to the event. If no volunteers accept the

opportunity to sign up, the City may assign other personnel as necessary, without consideration of seniority.

16.11 Shift Overtime

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

If an employee has volunteered to work overtime on the employee's scheduled day off (including approved leave days), the employee's shift will not be extended without the employee's agreement unless there is an emergency or no other employee is available.

Unless there is an emergency or when directed by a supervisor, dispatchers and records clerks will not be required to identify overtime shifts, post overtime shifts, or notify other employees of overtime assignments.

ARTICLE 17 - SENIORITY

17.1 Definition

Only regular employees shall have seniority. Seniority shall be achieved following completion of the probationary period and shall thereafter be established and accrue during the employee's job of continuous service in the employee's job classification from the last date of hire into the bargaining unit. Seniority shall be broken or terminated if an employee:

(a) Quits

(b) Is discharged for just cause.

(c) Is laid off and fails to respond to written notice as provided in 17.3 Notice of Recall from Layoff Status.

(d) Is laid off work for a period of time greater than 25 months.

(e) Fails to report for three consecutive workdays.

(f) While on a leave of absence, accepts employment without permission.

(g) Is retired.

Seniority shall apply in the matter of layoff, recall, and vacation and holiday selection. Employees who are promoted from the bargaining unit, and who are thereafter returned to the bargaining unit shall, upon their return to the bargaining unit, be credited with the amount of seniority they accumulated while formerly a member of the bargaining unit or with three years of seniority,

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

17.2 Layoff and Recall

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

17.3 Notice of Recall from Layoff Status

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

17.4 New Employees

Non-certified police officers and non-certified detention officers hired into the bargaining unit shall serve a probationary period of eighteen (18) months from the date of employment or twelve (12) months beyond the employee's date of graduation from the Academy, whichever is longer. In no case shall the probationary period be longer than twenty-four (24) months from the date of employment due to time spent at the academy.

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

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

The Association recognizes the right of the City to terminate probationary employees for any reason, with or without cause, and any such termination shall not constitute a violation of this contract.

17.5 Seniority List

The City shall maintain a list of all current employees within the bargaining unit and their respective seniority, date of hire in bargaining unit and their date of entry into present class, social security number, hourly rate, and present classification. The City agrees to update this seniority list as reasonably required and to provide the list to the Association upon request.

17.6 Involuntary Transfer

Employees temporarily assigned out of the bargaining unit will retain all rights provided under the agreement. The parties agree the City retains the right of assignment, but will solicit volunteers first and will not involuntarily assign an E-Board member. The individual assigned to the administrative sergeant position will not hold a position on the Association's executive board.

ARTICLE 18 – COMPENSATION

18.1 Salary Schedule

Effective July 1, 2014 (Exhibit C Salary Schedule) will show the salary schedule for all employees.

Effective July 1, 2015 the salary schedule for all employees shall be increased by the increase in the U.S. CPI-U Portland/Salem in the second half of 2014 over the second half of 2013 with a minimum of two percent (2%) and a maximum of three percent (3%), plus the following comparability and workload adjustments: Detention Officers and Supervisors 2%.

Effective July 1, 2016 the salary schedule for all employees shall be increased by the increase in the U.S. CPI-U Portland/Salem in the second half of 2015 over the second half of 2014 with a minimum of two percent (2%) and a maximum of four percent (4%) plus the following comparability and workload adjustments: Detention Officers and Supervisors 2%. If the U.S. CPI-U Portland/Salem exceeds five percent (5%) either party may reopen this contract on wages.

18.2 Pay Practices

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

18.3 Step Increases

Employees shall be entitled to step increases as provided, subject only to disapproval of such increases by the Chief of Police due to unsatisfactory performance on the part of the employee. Any disapproval shall continue until the employee receives a satisfactory rating.

18.4 Incentive Pay

After completion of probationary employment with the Department, Police Officers, Detention Officers, Detention Supervisors, and Dispatchers shall be eligible for incentive pay under the following conditions:

Step 4: DPST Intermediate Certificate—five percent (5%) premium pay for all hours worked

Step 5: DPST Advanced Certificate—ten percent (10%) premium pay for all hours worked

18.5 Form of Compensation

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

18.6 Time Off Plan

A time off plan for employees will enhance morale and provide more desirable flexibility for both the employer and the employee. If an employee works overtime in a particular work week, with the permission of the supervisor the employee may take compensatory time at the rate of time-and-one-half off in the same or another work week in either the same pay period or the 28 day work period, or other FLSA 207(k) extended periods elected by the City. If time off is approved and, for any reason, the compensatory time off is not taken, then the excess overtime shall be paid at the overtime rate. The time off must be hours off to which the employee is not entitled and for which the employee would not otherwise receive compensation. For example, the time off must not be a holiday, vacation or regular time off.

18.7 Training

Police Officers, Detention Officers, Dispatchers, and Police Records & Communication Specialists assigned the responsibility of being Field Training Officers shall receive premium pay at the rate of five percent (5%) for all hours worked as an FTO.

18.8 Second Language Incentive

Employees who are qualified and able to speak Spanish at an intermediate equivalency level, and who are available to provide assistance in on-duty situations where a Spanish language barrier arises, will be granted a pay differential equal to 2.5% of the employee's base rate of pay. Eligibility for this differential will be determined upon established intermediate certification equivalency criteria. In the event a regular need for such interpretive support for a language other than Spanish is determined to exist by the City, this language differential may be extended to apply to that language with similarly established eligibility criteria.

18.9 Pay Period

(a) *Bi-Weekly Pay Period*

Beginning October 1, 2007 all members of the Association shall have time recorded and be paid on a 14-day bi-weekly pay period. The fourteen day pay period will begin on Saturday at 2230 PM and end on Saturday at 2229 PM. Time recorded for hours worked in a day will be recorded for the day in which the regular shift was scheduled to begin. All compensable hours actually worked or taken as leave by Employees regularly assigned to a 40 hour schedule shall be recorded for payroll purposes. All compensable hours actually worked or taken as leave by Stewart Plan employees will be recorded for payroll purposes.

(b) *Smoothing in Biweekly Pay Periods*

Pay smoothing is applicable only to Association members assigned to a "Stewart Plan" shift scheduled covered by the partial overtime pay exemption allowed in Section 7(k) of the Fair Labor Standards Act (Referred to herein as "7K Shift employees"). It is not applicable for Association members assigned as Dispatchers.

"Pay smoothing" shall mean the methodology of deferring compensable hours from bi-weekly pay periods with higher regularly scheduled work hours to pay periods with lower regularly scheduled work hours so that 7K Shift employees will receive in most bi-weekly pay periods a consistent regular base "salary". Beginning October 1, 2007 (10:30 PM on Sunday, September 30), pay smoothing will be applied for 7K Shift employees as described in this section.

7K Shift employees are regularly scheduled to work one (1) bi-weekly period of 10 days (90 total hours), one (1) bi-weekly period of 9 days (81 total hours) and two (2) bi-weekly periods of 8 days (72 total hours) during each 8 week cycle.

Whenever an employee is regularly scheduled to work 90 hours in a single bi-weekly pay period, the employee will be compensated for 81 regular hours worked for that bi-weekly period and will have nine (9) hours of regular compensable time deferred to a smoothing balance for the purpose of pay smoothing in a subsequent period.

Whenever the employee is regularly scheduled to work 72 hours in a single bi-weekly pay period, the employee will be compensated for 72 regular hours worked plus the deferred compensable hours in the smoothing balance (normally 9 hours for every other 72 hour schedule) at the employee's base hourly rate, for up to 81 hours for that bi-weekly period. No hours will be deferred to the smoothing balance for bi-weekly pay periods that are regularly scheduled for either 81 hours or 72 hours.

Whenever the employee is regularly scheduled to work 72 hours in a single bi-weekly pay period and the employee's available smoothing balance is not sufficient to increase the number of regular paid hours for that bi-weekly period to 81 hours, the employee MAY ELECT to request the use of either holiday hours balance or compensatory hours balance in an amount that would increase their regular hours paid to no more than 81 hours for that pay period. If the employee does not have a sufficient balance of holiday or compensatory leave hours to use in this way, or if the employee does not elect to apply them, the employee will only be paid for actual hours worked in that pay period.

(c) *Pay Smoothing Implementation for October 2007*

Pay Smoothing for the first 5 (five) bi-weekly periods beginning October 1, 2007 shall be as follows:

1. 7K Shift employees will be regularly scheduled to work either ninety (90) hours, eighty-one (81) hours or one of two seventy-two (72) hour shifts each bi-weekly schedule pay period. The use of the Stewart Plan schedule of five days of 9 hours working with three days off results in an 8 week cycle (4 bi-weekly pay periods) before the pattern of the number of hours scheduled (90,81,72,72 or 90,72,72,81) repeats itself.
2. Each employee will be compensated for actual hours worked, without smoothing, until such time they are scheduled to work a regular bi-weekly schedule of 90 hours. Once the employee is regularly scheduled to work a 90 hour bi-weekly schedule, the employee will have 9 hours deferred to the smoothing balance for that pay period. This smoothing balance will then be applied for the next time the employee is regularly scheduled to

work a 72 hour bi-weekly schedule in order to bring regular compensable hours up to 81 for the pay period, or within the following two bi-weekly pay periods in order to pay out hours with the legally required time frame of 35 days.

3. During the initial transition from monthly to bi-weekly pay periods, if an employee is scheduled to work a 72 hour biweekly schedule before being scheduled to work a 90 hour biweekly schedule, the employee may elect to request the use of either holiday pay hours balance or compensatory time hours balance in an amount that would increase their regular hours paid to no more than 81 hours for that pay period

The following is the schedule for hours to be worked for each shift rotation for the first five (5) weeks of bi-weekly payroll and the pay period for which use of the smoothing bank will begin:

5-Day Week Beginning		**1st 2-Week Period**	**2nd 2-Week Period**	**3rd 2-Week Period**	**4th 2-Week Period**	**5th 2-Week Period**
A. 10:30 PM 9/29	Hrs Worked	81	81	72	72	**90**
through 3:00 PM	Hrs Banked	0	0	0	0	**9**
9/30	Hrs Paid	81	81	72	72	**81**
B. 10:30 PM 9/30	Hrs Worked	**90**	72	72	81	**90**
through	Hrs Banked	**9**	0	0	0	**9**
3:00 PM 10/01	Hrs Paid	**81**	81	72	81	**81**
C. 10:30 PM 10/01	Hrs Worked	81	72	72	**90**	81
through	Hrs Banked	0	0	0	**9**	0
3:00 PM 10/02	Hrs Paid	81	72	72	**81**	81
D. 10:30 PM 10/02	Hrs Worked	72	72	81	**90**	72
through	Hrs Banked	0	0	0	**9**	0
3:00 PM 10/03	Hrs Paid	72	72	81	**81**	72
E. 10:30 PM 10/03	Hrs Worked	72	72	**90**	81	72
through	Hrs Banked	0	0	**9**	0	0
3:00 PM 10/04	Hrs Paid	72	72	**81**	81	72
F. 10:30 PM 09/26	Hrs Worked	72	81	**90**	72	72
through	Hrs Banked	0	0	**9**	0	0
3:00 PM 09/27	Hrs Paid	72	81	**81**	72	72
G. 10:30 PM 09/27	Hrs Worked	72	**90**	81	72	72
through	Hrs Banked	0	**9**	0	0	0
3:00 PM 09/28	Hrs Paid	72	**81**	81	72	72
H. 10:30 PM 09/28	Hrs Worked	81	**90**	72	72	81
through	Hrs Banked	0	**9**	0	0	0
3:00 PM 9/29	Hrs Paid	81	**81**	72	72	81

Note: Bold indicates the bi-weekly pay period in which hours will be deferred to the smoothing balance for use in the next 72 hour pay period.

(d) *Pay Smoothing for 6-Month Shift Change Requirement*
Whenever a 7K Shift employee is scheduled to work less than 81 hours in a single bi-weekly pay period due to the re-assignment of a shift change and the employee's available smoothing balance is not sufficient to increase their regular pay for that bi-weekly period to 81 hours, the employee may elect to request the use of either holiday pay hours balance or compensatory time hours balance in an amount that would increase their regular hours paid to no more than 81 hours for that pay period.

ARTICLE 19 - WORKERS' COMPENSATION

The City provides Workers' Compensation benefits in accordance with State law for all employees for injuries and illnesses arising out of and in the course of employment with the City. Benefits are administered in accordance with Workers' Compensation law and administrative rules of the Workers' Compensation Department. Complaints arising under provisions of Workers' Compensation law or rule are not grievable but are to be addressed through procedures established by the Workers' Compensation Department, State of Oregon, or its successor.

ARTICLE 20 – RETIREMENT

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

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

It is the mutual intent of the City and the Association to maintain benefit levels set forth in the City Retirement Plan, as reflected in the Collective Bargaining Agreement effective July 1, 2006 through June 30, 2008, absent unforeseen and compelling reasons to change those benefit levels, consistent with applicable law regarding the enforceability of retirement plans.

The City may select the carrier for the Retirement Plan as long as it does not change the plan structure. All newly hired employees shall continue to be enrolled in the Oregon Public Employees Retirement System Plans.

- City will ensure that its Retirement Plan is determined by the State of Oregon to be equal to or better than PERS as it applies to police officers through adjustments to the City credit to the plan and/or the credited interest rate.

- Present disability provisions and LTD disability insurance programs shall be equal to or better than PERS provisions.

- The City will pay the employee's account balance within one year after termination, retirement, or death unless employee, if allowed, elects to defer.

- City will credit accounts of active employees calculated to show a decrease in Present Value of Future Benefits (PVB) to bring them to neutral change in PVB. Calculations will be based on valuation of employee accounts based on agreement reached.

ARTICLE 21 - INSURANCE

21.1 Health and Dental Insurance

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

The City's obligation to fund premium payments for the selected medical plan and for dental coverage shall be limited to 97% of the premium of the HIP plan plus 97% of the premium of the City dental plan.[2]

Each month an employee is enrolled in the Health Incentive plan (HIP) the City will contribute $100 for single coverage or $200 for an employee with eligible dependents to a Health Reimbursement Account (HRA).

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

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

Either party may reopen this Agreement on Health and Dental Insurance in the second year of this Agreement to bargain impacts of the Affordable Care Act.

21.2 Disability Insurance

The City shall continue to provide and maintain the current level of disability insurance at no cost to the employee.

21.3 Life Insurance

The City shall provide the mandatory $10,000 life insurance coverage for police officers and, in addition, shall provide a $20,000 term life policy for each employee. The City shall provide and maintain the above benefits at no cost to the employee.

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[2] The parties intend that the settlement of the 97/3% premium split is a resolution to the issue of the association co-pay through June 30, 2009 unless unforeseen circumstances arise.

21.4 Optical Insurance

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

21.5 Carrier/Coverage

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

21.6 FireMed

As part of its benefit package, the City will provide basic FireMed memberships to bargaining unit employees.

ARTICLE 22 - LEGAL FEES

The City agrees to reimburse an Association member for the reasonable, usual and customary legal fees charged by an attorney as a direct result of criminal charges or a grand jury appearance against the Association member in which the member is suspect in a criminal matter arising out of the course and scope of the Association member's performance of his or her duty as an officer for the City of Springfield. The City's obligation of reimbursement is subject to the following:

> To receive reimbursement under this Article, the Association member must select an attorney from a list of attorneys that has been mutually agreed upon by the Springfield Police 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 and professional biographies of the attorneys the Association proposes for inclusion on the list. If the City Attorney does not object to an attorney on the list within twenty (20) working days, the attorney shall be included on this 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 an Association member, the Association member may obtain another attorney of his or her choosing, however, the City's obligation to reimburse will arise only if the City Attorney receives written notice of the selected attorney from the Association within three (3) calendar days of the Association member or Association learning of the lack of availability of an attorney from the predetermined list. Following the initial meeting between the Association member and the attorney, the Association shall arrange for the attorney to provide the City, at no cost to the City, a preliminary estimate of the anticipated legal fees, costs and expenses. This preliminary estimate shall be directed to the City Attorney, the Chief of Police, and the Association.

Before becoming obligated under this Article, the City shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of the time spent and a brief description of the purposes of such time. The attorney shall account for and value time at the attorney's most favorable rate, not to exceed $150.00 per hour. If the City, in its discretion, feels the charges exceed the reasonable, usual and customary fees normally charged, the parties shall submit the matter to the Oregon State Bar Fee Arbitration program for resolution. The decision of the OSB fee arbitrator or arbitration panel shall be final and binding as to the City's obligation under this Article. Under no

circumstances shall the provisions of this Article give rise to a claim of any sort against the City by the attorney retained or selected by the Association member.

Reimbursement will not be made in those instances where:

1. The Association member was not performing within the course and scope of his or her duties as an officer of the City of Springfield;
2. The Association member is convicted by verdict or plea, or pleads no contest to any criminal charges arising out of the incident;
3. The Association member is demoted, suspended for five or more work shifts, or terminated based upon the Association member's actions which formed any part of the basis for the possible criminal liability unless the Department's disciplinary action is set aside in total on grievance appeal;
4. the Association Member resigns his or her employment with the City for any reason;
5. The City shall have no obligation to reimburse an Association member, the Association or counsel for the Association for costs or legal fees in any instance where the Association member or the Association elect to have counsel for the Association represent the Association member involved in the incident at any stage of the criminal proceeding, including, but not limited to, any grand jury proceeding;
6. The City shall have no obligation to reimburse an Association member, the Association, or counsel for the Association for costs or legal fees associated with representation at pre-disciplinary procedures; or
7. The City shall have no obligation to reimburse an Association member, the Association, or counsel for the Association for fees associated with representation at or in conjunction with the filing of a civil claim except in accordance with the Oregon Tort Claims Act.

Any reimbursement required by the City shall be made only at the conclusion of all criminal and disciplinary proceedings against the Association member relating to or arising out of the incident and are subject to the following monetary maximums:

- Legal fees relating to a grand jury investigation and/or appearance: shall not exceed $5,000.
- Legal fees relating to post-grand jury indictment or other charging instrument: shall not exceed $10,000.
- Total legal fee reimbursement: shall not exceed $15,000.

ARTICLE 23 - STRIKES AND LOCKOUTS

23.1 No Strike

The Association and its members guarantee that they will not initiate, cause, permit, or participate or join in any strike, work stoppage, or work slow-down, or other interruption of City services. Employees in the bargaining unit, while acting in the course of their employment, will not honor any picket line established by the Association or by any other labor organization when called upon to cross such picket lines. In an event of a strike, work stoppage, slow-down, observance of a picket line, or other restriction of work in any form, either on a basis of individual choice or collective employee conduct, the Association will attempt to secure an immediate and orderly return to work. This obligation and obligations set forth above shall not be effected or limited to the subject matter involved in the dispute giving rise to the work action or by whether subject

matter is or is not subject to the grievance procedures of this Agreement. Violation of this section may subject members to disciplinary action.

23.2 No Lockout

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

ARTICLE 24 - SAVINGS CLAUSE

If any provision of this Agreement is or becomes in contravention of the laws or regulations of the United States or State of Oregon, the provision shall be suspended by the appropriate provision of the law or regulation so long as it is in force and effect, but all other provisions in this Agreement shall continue in full force and effect. The provision being in contravention such laws or regulations shall be re-negotiated by the parties in order that there will be no such contravention.

ARTICLE 25 - TERM

25.1 Duration

This agreement shall be effective as of July 1, 2014 and shall remain in full force and effect through June 30, 2017or until a new agreement is ratified or implemented by an arbitrator's decision. Negotiations for the successor agreement shall commence on or before November 1,2016.

ARTICLE 26 - EXECUTION OF AGREEMENT

Executed this 21 day of July, 2014.

For the City:	For the Association:
City Manager	President
Police Chief	Secretary
Human Resources Director	Attorney for Association

EXHIBIT A - STEWART PLAN

In adopting the partial overtime pay exemption allowed in Section 7 (k) of the Fair Labor Standards Act. Association members assigned to uniformed police patrol duties shall be scheduled for work in accordance with the "Stewart Plan." The Plan uses a 24-day work period, consisting of 3, 8-day work weeks as follows: 5 consecutive workdays of 9 hours each, followed by 3 consecutive days off. Days off will advance 1 day in each calendar week due to the nature of the 8-day workweek. The 24 day work period begins at 10:30 p.m. on July 1, 2003, and ends at 10:30 p.m. 24 days later, at which time a new 24-day work period begins. This 24 day period will continue to recycle. All members of the Stewart Plan are on the same 24 day work period.

The Stewart Plan relates only to work scheduling and shall have no effect upon the accrual rates of vacation time, sick leave, holiday hours or other benefits. Overtime compensation and compensatory time (other than court or callback overtime) shall not be earned, by virtue of a work assignment under the Stewart Plan, on any day when hours worked do not exceed 9, unless total hours worked in the 24 day work period exceed 147. Any overtime earned for hours worked beyond 147 in the 24 day work period will be paid only if such time exceeds the number of hours of court or callback overtime paid during the same work period. Under no circumstance will overtime be paid more than once for the same hours worked in a given pay period, either in the form of overtime pay or compensatory time. All benefits shall accrue or be accounted for in the manner described in the collective bargaining agreement (based upon an 8-hour day, 5-day work week, 2080-hour work year, and the level of benefits stated.)

Employees affected by the Stewart Plan will accrue 1.04 hours of training pay per bi-weekly period beyond their normal pay. Each member scheduled under the Plan shall attend up to 27 hours of training sessions per calendar year, as scheduled by the City, without further compensation.

EXHIBIT B – STEWART PLAN FOR DISPATCHERS

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

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

The following rules shall apply:

1. All Police Dispatchers will be paid based on an hourly rate. There will be two rates of compensation for purposes of computing overtime compensation. Rate A will be the employee's rate including consideration of scheduled overtime compensation. Rate B will be computed using rate A and adjusting it to remove consideration of scheduled overtime compensation. All straight time hours will be paid using rate B. See Exhibit C for rates and exhibit D for the formula to calculate rate B.

2. When a Police Dispatcher works over 40 hours in a work week all regularly scheduled shift hours worked over 40 will be compensated as overtime based on rate B. Hours worked outside regularly scheduled shifts as defined in Article 6.8 will be paid at overtime based on rate A. Overtime will not be earned for shift trades in accordance with article 16.8 of the bargaining agreement. Under no circumstances will overtime be paid more than once for the same hours worked in a given pay period. Overtime compensation may be taken in the form of overtime pay or compensatory time. Any overtime worked which would result in a compensatory time balance in excess of 90 hours, will be paid out as overtime pay on the next regularly scheduled pay check.

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

4. Each Dispatcher will be afforded the opportunity to earn a minimum of 27 hours of training time each calendar year. Training approved and attended will be treated as hours worked and will be paid as straight time unless the time is eligible for overtime pay in accordance with the FLSA. Training time will be considered the same as regularly scheduled shift time for the purpose of Article 6.8 (Overtime).

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

training. Total training hours paid shall not exceed the 27 hour annual authorization, unless preauthorized by police management.

EXHIBIT C – PAY SCALE

SPRINGFIELD POLICE ASSOCIATION (SPA)

PAY SCALE

EFFECTIVE 7/01/14

Positions	Grade	1	2	3	4	5	Note
	210	$17.77	$18.63	$19.56	$20.53	$21.54	
		$36,962	$38,750	$40,685	$42,702	$44,803	
Secretary	211	$18.64	$19.58	$20.50	$21.54	$22.64	
		$38,771	$40,726	$42,640	$44,803	$47,091	
	212	$19.56	$20.53	$21.55	$22.63	$23.74	
		$40,685	$42,702	$44,824	$47,070	$49,379	
CSO 1	213	$19.78	$20.76	$21.80	$22.88	$24.03	
Call Taker/Records Clerk		$41,142	$43,181	$45,344	$47,590	$49,982	
Police Secretary							
Program Technician							
	214	$20.55					
		$42,744					
CSO 2	215	$20.71	$21.77	$22.84	$23.99	$25.19	
		$43,077	$45,282	$47,507	$49,899	$52,395	
Property Controller	216	$24.53	$25.80	$27.19			
Court Officer		$51,022	$53,664	$56,555			
	217	$21.32	$22.40	$23.52	$24.70	$25.93	
		$44,346	$46,592	$48,922	$51,376	$53,934	
Police Dispatcher	218	$22.24	$23.35	$24.52	$25.75	$27.03	(1)
		$46,259	$48,568	$51,002	$53,560	$56,222	
Tech Specialist	219	$25.55	$26.86	$28.19	$29.62	$31.07	
		$53,144	$55,869	$58,635	$61,610	$64,626	
Police Officer	220	$26.90	$28.25	$29.66	$31.14	$32.70	(1)
		$55,952	$58,760	$61,693	$64,771	$68,016	
	226	$35.98	$37.75	$39.63	$41.63	$43.74	
		$74,838	$78,520	$82,430	$86,590	$90,979	

Detention Officer	231	$21.03	$22.08	$23.18	$24.34	$25.56	(1)
		$43,742	$45,926	$48,214	$50,627	$53,165	
Detention Supervisor	235	$30.93	$32.47				
		$64,334	$67,538				

(1) Grades 218, 220, and 231 shall be eligible for DPSST Certification Pay

EXHIBIT D – DISPATCHER PAY RATE CALCULATOR

Example

Current Annual Rate = Hourly Rate x 208	$20.21	x	2080	***$42,036.80***

Average # scheduled Hours = 2053	2053
Hours available for training =	27
Total Hours to be worked/scheduled =	2080
Average FLSA OT Hours Scheduled =	97.5
Mult OT by 1.5 =	1.5
	146.25
Average Straight Time Hours worked =	1950
Add Training Hours (assume straight time =	27
Total Straight Time Paid	1977
Add OT Hours Paid	146.25
Total Straight Time Paid	2123.25
-Annual Rate	$42,036.80
Divide by Total ST Paid =	2123.25
New Hourly Rate for Scheduled Time =	$19.80

Straight time hours scheduled =	1977
New Hourly Rate	$19.80
Straight time Wages =	$39,141.29
Overtime Scheduled =	97.5
New Scheduled OT Rate =	$29.70
Overtime Wages =	$2,895.51
Total Annual Wages	***$42,036.80***

EXHIBIT E
CITY OF SPRINGFIELD RETIREMENT PROPOSAL SUMMARY

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

EXHIBIT F
MEMORANDUM OF AGREEMENT
ARTICLE 20

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

1. City-Funded Credits. The City will amend the Retirement Plan to make the following changes to City-funded credits to Participants' Accounts:

   a. Employer Contribution Accounts. 12.8% of Monthly Earnings (instead of the present additional percentage required to satisfy the "equal to or better than" test) will be credited to each Public Safety Employee's Employer Contribution Account. (Credits to the Employer Contribution Accounts as a percentage of Monthly Earnings for Participants who are not Public Safety Employees will continue as now provided in the Retirement Plan, which is 10% of Monthly Earnings for a full-time Employee who is a Police Dispatcher or Property Controller and 7% of Monthly Earnings for a full-time Employee who is not a Public Safety Employee, Police Dispatcher, or Property Controller.)

   b. Pick-up Accounts. Pick-up Accounts will be renamed as "Employer Additional Contribution Accounts," to clarify that they are not "pick-up contributions" as defined under Internal Revenue Code Section 414(h)(2). The City will credit 6% of Monthly Earnings to each Participant's Employer Additional Contribution Account, in place of the 7% currently credited to Pick-up Accounts.

   c. Compensating Credits. As provided in paragraph 5 below, additional amounts will be credited to the Employer Additional Contribution Accounts of certain Participants to offset the changes described in this paragraph 1 and in paragraphs 2 through 4 below.

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

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

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

a voluntary contribution to the Retirement Plan after June 30, 2006 includes a voluntary contribution for the payroll period ending June 30, 2006.

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

3. Date to Distribute Accounts. The City will amend the Retirement Plan to make the following changes to the date by which Accounts must be distributed:

   a. Severance Before Age 50. Except as provided in subparagraphs 3.c or 3.d below, any Participant whose Severance of Employment occurs before age 50 and who has a fully vested interest in the Participant's Employer Contribution Account may continue to elect to defer distribution of the Participant's Accounts under the terms now provided in the Retirement Plan, but only until the first anniversary of the Participant's Severance of Employment, by which anniversary the Participant's Accounts must be distributed.

   b. Severance On or After Age 50. Except as provided in subparagraphs 3.c or 3.d below, any Participant whose Severance of Employment occurs on or after age 50 and who has a fully vested interest in the Participant's Employer Contribution Account may continue to elect to defer distribution of the Participant's Accounts under the terms now provided in the Retirement Plan, but only until the fifth annual anniversary of the Participant's Severance of Employment, by which anniversary the Participant's Accounts must be distributed (unless earlier distribution is required by the Retirement Plan's "required minimum distribution" rules, now in Sections 10.7. and 10.8.).

   c. Beneficiaries. Upon the death of any Participant, the Participant's Accounts will be distributed as soon as administratively practicable, but no later than one year after the Participant's death, except that the surviving spouse of a Participant who has died on or after age 50 may continue to elect to defer distribution under the terms now provided in the Retirement Plan, but only until the fifth annual anniversary of the Participant's Severance of Employment, by which anniversary the Participant's Accounts must be distributed (unless earlier distribution is required by the Retirement Plan's "required minimum distribution" rules, now in Sections 10.7. and 10.8.).

   d. Disability Credits. The changes described in subparagraphs 3.a, 3.b, and 3.c of this Memorandum of Agreement do not apply to any Participant's Accrued Benefit attributable to credits under Section 5.1.c of the Retirement Plan and the credited rate of return thereon.

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

4. Rate of Return To Credit To Accounts. The City will amend the Retirement Plan to change the rate of return credited to Accounts from the present 9% per annum to the applicable rates provided in this paragraph 4. This paragraph does not otherwise change the rules under the Retirement Plan for determining the amount of return to credit to Accounts.

   a. Account Balance--Until One Year After Severance. Accounts will continue to be credited with a rate of return of 9% per annum. This credit will cease at the end of

the last full calendar month that precedes the first anniversary of the Participant's Severance of Employment.

b. Starting One Year After Severance--for Severance Before age 50. For any Participant whose Severance of Employment occurs before age 50, the Participant's Accounts will be credited with a rate of return of 0% per annum beginning on the first day of the calendar month that includes the first anniversary of the Participant's Severance of Employment. For example, if a Participant's Severance of Employment occurs on July 28, 2007, and before age 50, the rate of return credited to the Participant's Accounts will be 0% per annum beginning on July 1, 2008.

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

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

5. Additional City-Funded Credits To Offset Changes Described in Paragraphs 1 Through 4 Above. The City will amend the Retirement Plan to provide for credits to the Employer Additional Contribution Accounts of certain eligible Participants, as follows:

a. Participants Who Are Eligible. A Participant is eligible for the credit if the Participant is an employee of the City and a member of the Association on July 1, 2006, and the changes to the Retirement Plan described in paragraphs 1 through 4 above reduce the present value of the Participant's benefits (excluding the tax remedy[3]), as determined by the Plan's actuary (see subparagraph 5.b below).

b. Potential Credit Amount. The Potential Credit Amount will be the amount of the reduction in value, if any, described in subparagraph 5.a above. This amount will be determined, as of July 1, 2006, by the actuary for the Retirement Plan. The actuary will use the assumptions in the actuarial valuation as of July 1, 2003 (e.g. salary scale, mortality assumption, 8% interest rate for discount, etc.) However,

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

with respect to the projected distribution date, the City is evaluating two options for that assumption:

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

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

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

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

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

Executed this 21 day of July, 2014.

For the City:

City Manager

Police Chief

Human Resources Director

For the Association:

President

Secretary

Attorney for the Association

REVIEWED & APPROVED
AS TO FORM
DATE: 7/18/14
OFFICE OF CITY ATTORNEY