

CITY COUNCIL AGENDA PACKET

MONDAY
JULY 2, 2001

- 7:00 P.M. CITY COUNCIL
REGULAR SESSION

*Please contact Chris Eppley, City Manager if
you have any questions or need additional
information regarding any of the staff
reports or issues contained on the agenda.
Thanks!!*

CITY OF KEIZER MISSION STATEMENT
**KEEP CITY GOVERNMENT COSTS AND SERVICES TO A MINIMUM BY PROVIDING CITY SERVICES TO
THE COMMUNITY IN A COORDINATED, EFFICIENT AND LEAST COST FASHION**

A G E N D A

KEIZER CITY COUNCIL

REGULAR SESSION

Monday, July 2, 2001

7:00 p.m.

**Robert L. Simon Council Chambers
Keizer, Oregon 97303**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC TESTIMONY**

This time is provided for citizens to address the Council on any matters other than those on the agenda scheduled for public hearing.

4. COMMITTEE REPORTS

- a. Planning Commission Appointments**
- b. Budget Committee Appointments**
- c. Traffic Safety Commission Appointment**
- d. Parks Advisory Board Appointment**
- e. Council Liaison Reports**
 - **Library Services Task Force – Councilor Walsh**
 - **Traffic Safety Commission – Councilor Smith**
 - **Bikeways Committee – Councilor Lee**
 - **Claggett Creek Watershed Council – Council President Moir**
 - **Planning Commission – Council President Moir**
 - **Keizer Urban Renewal Board – Councilor Walsh**

5. OTHER BUSINESS

This time is provided to allow the Mayor, Council members or staff an opportunity to bring new or old matters before the Council that are not on tonight's agenda.

- a. New Business**
- b. Old Business**

6. PUBLIC HEARINGS

7. **ADMINISTRATIVE ACTION**

- a. **ORDINANCES** – Regulating False Alarms in the City of Keizer
- b. **ORDINANCE** – Increasing Privilege or License Tax for QWest, Inc. (Second Reading)
- c. **ORDINANCE** – Establishing Keizer Park Regulations
- d. **RESOLUTION** – Authorizing City Manager to Enter Agreement with Keizer Police Association
- e. **RESOLUTION** – Establishing a No Parking Zone for Shoreline/Wayne Drive

8. **CONSENT CALENDAR**

- a. **RESOLUTION** – Authorizing the City Manager to Enter Agreement for Waterline Improvements at Alder Drive
- b. **RESOLUTION** – Initiating Pine Meadows Estates Street Lighting District
- c. **RESOLUTION** – Authorization of Expenditure for Specific Purpose Funds – Local Law Enforcement Block Grant
- d. Approval of June 11, 2001 Work Session Minutes

9. **WRITTEN COMMUNICATIONS**

To inform the Council of significant written communications.

10. **AGENDA INPUT**

July 9, 2001

5:30 p.m. City Council Work Session

- City Boards and Commission Appointment Process

July 16, 2001

7:00 p.m. City Council Regular Session

- Chalmers Jones Park
- Resolution Establishing Policy for City Hall Facility Use

August 6, 2001

7:00 p.m. City Council Regular Session

11. **ADJOURN**

Upon request, auxiliary aids and/or special services will be provided. To request services; please contact us at 503-390-3700 or through Oregon Relay 1-800-735-2900 at least two working days (48 hours) in advance.



July 2, 2001

AGENDA ITEM 4a

PLANNING COMMISSION APPOINTMENTS

CITY COUNCIL MEETING: July 2, 2001

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: TRACY L. DAVIS, CMC
CITY RECORDER**

Tracy

SUBJECT: KEIZER PLANNING COMMISSION APPOINTMENTS

ISSUE:

On September 30, 2001 the terms of Bill Wolf, Richard Inman, and June Abbott will expire on the Keizer Planning Commission. Each of these Commissioners has served two three-year terms. They are not eligible at this time for reappointment.

At the June 26, 2001 meeting of the Volunteer Coordinating Committee, five volunteer applications were reviewed and discussed. The Committee voted to recommend the appointments of John Preston, Ross Day, and Christopher Anderson to fill these vacancies on the Planning Commission.

RECOMMENDATION:

It is recommended the City Council accept the recommendations of the Volunteer Coordinating Committee and appoint John Preston, Ross Day, and Christopher Anderson each to a three-year term on the Keizer Planning Commission.



July 2, 2001

AGENDA ITEM 4b

BUDGET COMMITTEE APPOINTMENTS

CITY COUNCIL MEETING: July 2, 2001

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: TRACY L. DAVIS, CMC
CITY RECORDER**



SUBJECT: BUDGET COMMITTEE APPOINTMENTS

ISSUE:

Under the guidelines of ORS 294.336, all municipal corporations shall establish a budget committee to assist the Council in examining and analyzing proposed budgets for the City. The Committee consists of the governing body and an equal number of electors of the municipal corporation. Each appointed member shall serve a three-year term.

On August 31, 2001 the terms of Doug Pilant and Gene Clemens will expire on the Keizer Budget Committee. Mr. Pilant notified the City in April that due to his relocation to Salem, he would be resigning from his position on the Committee. His position has been vacant since that time. Mr. Clemens has notified the City that he did not wish to be considered for reappointed to the Committee.

At the June 26, 2001 Volunteer Coordinating Committee meeting, four applications were reviewed for recommendations. The Committee voted to recommend the appointment of Carl Beach and Robert Gebhardt to fill these upcoming vacancies on the Budget Committee.

RECOMMENDATION:

It is recommended the City Council accept the recommendation of the Volunteer Coordinating Committee and appoint Carl Beach and Robert Gebhardt each to serve three-year terms on the Keizer Budget Committee.



July 2, 2001

AGENDA ITEM 4C

TRAFFIC SAFETY COMMISSION APPOINTMENT

CITY COUNCIL MEETING: July 2, 2001

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: TRACY L. DAVIS, CMC
CITY RECORDER** *Tracy*

SUBJECT: TRAFFIC SAFETY COMMISSION APPOINTMENT

ISSUE:

In May 2001, Tina Sloan resigned from her position on the Traffic Safety Commission. Ms. Sloan was serving a three-year term scheduled to expire on December 30, 2002.

At the June 26, 2001 Volunteer Coordinating Committee meeting three applications were reviewed and discussed. The Committee unanimously recommended the appointment of Steve Prothero to fill this vacancy.

RECOMMENDATION:

It is recommended the Council accept the recommendation of the Volunteer Coordinating Committee and appoint Steve Prothero to fill the vacancy on the Traffic Safety Commission.



July 2, 2001

AGENDA ITEM 4d

PARKS ADVISORY BOARD APPOINTMENT

CITY COUNCIL MEETING: July 2, 2001

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: TRACY L. DAVIS, CMC
CITY RECORDER** *Tracy*

SUBJECT: KEIZER PARKS ADVISORY BOARD APPOINTMENT

ISSUE:

In May 2001 Larry Monagon tendered his resignation from the Keizer Parks Advisory Board. Mr. Monagon was in the middle of a three-year term scheduled to expire on December 30, 2002.

At the June 26, 2001 meeting of the Volunteer Coordinating Committee four applications were reviewed and discussed. The Committee unanimously recommended the appointment of Carole Dicksa to fill this vacancy on the Keizer Parks Advisory Board.

RECOMMENDATION:

It is recommended the Council accept the recommendation of the Volunteer Coordinating Committee and appoint Carole Dicksa to fill the vacancy on the Parks Advisory Board.



July 2, 2001

AGENDA ITEM 7a

ORDINANCES – REGULATING FALSE ALARMS IN THE CITY OF
KEIZER

CITY COUNCIL MEETING OF _____
AGENDA ITEM NO. _____

TO: MAYOR AND CITY COUNCIL

THRU: CHRISTOPHER EPPLEY
CITY MANAGER

FROM: H. MARC ADAMS 
CHIEF OF POLICE

SUBJECT: **FALSE ALARM ORDINANCE**

BACKGROUND

Many citizens and business in the City of Keizer subscribe to an alarm service or have installed non-monitored audible alarms. The Police Department provides the service of responding to these reported alarms.

In preparation from the vote by the City Council to enact a False Alarm Ordinance in the City of Keizer the City Council directed staff to prepare a draft ordinance. The draft ordinance was presented to the City Council and passed on a 5-2 vote. The draft ordinance was brought back for a second reading and motions were made to alter the draft ordinance. As a result of the Council's debate a second draft ordinance was prepared by Councilors McGee and Walsh and was presented to the Council.

Staff was directed to review the two drafts and make a recommendation to the City Council.

ISSUE

Does Staff recommend passage of:

Option #1 False Alarm Ordinance (Alarm Permit Required),

Option #2 False Alarm Ordinance (No Permit Required),

Option #3 No False Alarm Ordinance and Police Department discontinues the service of responding to all alarms and only responds to Robbery and Panic Alarms.

RECOMMENDATION

Passage of Option #1

CITY COUNCIL MEETING: July 2, 2001

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY 

SUBJECT: FALSE ALARM ORDINANCE ALTERNATIVES

At the City Council meeting on June 4, 2001, the Council directed staff to come back with two false alarm ordinances for consideration. Drafts of those ordinances are attached.

The first ordinance had been originally passed on the first reading and was subsequently modified by Council. The enclosed draft is marked to show the changes. The following are some issues to consider with regard to this version of the ordinance:

1. References to fire and fire alarm systems have been deleted.
2. Section 10 regarding inspections has been deleted.
3. On Section 12, I have provided alternate sections with regard to false alarm fees or fines. This issue is a matter of policy for Council as to whether the false alarm violations are collected as a citation offense or an invoice fee. Typically, one only pays an invoice for something they voluntarily wish to purchase. Though you can indicate that the permit system allows a relationship to be formed between the City and the alarm holder which allows for invoices, I believe it may be more appropriate to indicate that if the ordinance is violated with regard to a number of false alarms that the party can be cited to municipal court.
4. Other minor changes have been made pursuant to Council direction with exception of Section 13 (Excusable False Alarms). The Council discussed deleting virtually all of this Section with the exception of the first paragraph and directing that an appeal can be made to the municipal court. The difficulty with that option is there is no criteria with which to judge whether the excusable false alarm should be allowed. Consequently, except for certain changes shown at the beginning of Section 13, I would advise retaining the entire section.

5. Section 14 (Appeals) has been modified using Councilor Walsh's suggested draft. However, the draft was modified to indicate that an appeal would only be for the suspension of the alarm permit, not for fines. If the Council chooses to make the false alarm penalty a "fee", then Section 14 would need to be modified so that appeals would be heard before the Council.

As a general rule, a violation of an ordinance should result in a citation to municipal court where the independent judge can rule whether or not a violation occurred. With regard to suspending a discretionary permit, the City Council is probably the better forum for such an appeal.

The second ordinance uses Councilor Walsh's draft. A change was made to provide for fines rather than fees.

RECOMMENDATION:

Consider the draft ordinances. If the Council wishes to adopt the first ordinance, Council must choose an option under Section 12 (fees of fines).

Please let me know if you have any questions in this regard. I will not be able to attend the July 2, 2001 meeting, but will be available at 503-508-1447. Please call me with any questions you may have. Thank you.

ESJ/tmh
attachments

1 BILL NO. _____ A BILL ORDINANCE NO.
2 2001-_____
3 FOR
4 AN ORDINANCE

5 REGULATING ALARM SYSTEMS, REQUIRING PERMITS, AND
6 PROVIDING PENALTIES FOR FALSE ALARMS, FEES, AND
7 PENALTIES FOR ORDINANCE VIOLATIONS

8 The City of Keizer ordains as follows:

9 Section 1. DEFINITIONS. For purposes of this Ordinance, the following words
10 and phrases mean:

11 (1) "Administrator" means the Keizer Chief of Police or the person designated
12 by the Keizer Police Chief to exercise any power or duty conferred under this
13 Ordinance.

14 (2) "Alarm monitor." Any person, firm or corporation engaged in the business
15 of receiving from alarm users and transmitting to the Willamette Valley Communication
16 Center or the Keizer Police Department.

17 (3) "Alarm system." means a device or system of interconnected devices,
18 including hardware and related appurtenances, designed to give warning of activities
19 indicative of ~~fire~~, criminal conduct or unauthorized entry upon the protected premises.

20 (4) "Annunciator" means that part of an alarm system, other than an automatic
21 dialer, which communicates the fact that the system has been triggered.

1 (5) “Audible annunciator” means an annunciator which gives an alarm by
2 means of a bell, siren, buzzer, or other sound producing device mounted at some location
3 other than wholly within a building; or which is intended to be clearly audible at a
4 distance of 50 feet or more outside of any building in which it is mounted when
5 activated.

6 (6) “Automatic dialer” means a device which is programmed to select a
7 telephone number and deliver a verbal warning message or signal over standard
8 telephone lines to a called party who is using telephone voice communication
9 equipment.

10 (7) “Center” means the “911” emergency communications center serving the
11 City of Keizer.

12 (8) “Designated trunk line” means a telephone trunk line designated by the
13 administrator as available for selection by an automatic dialer.

14 (9) “Emergency trunk line” means a telephone trunk line having a number
15 listed and published in the Salem/Keizer Telephone Directory as being the emergency
16 phone for police, fire or ambulance service.

17 (10) “False Alarm” means any activation of an alarm system not resulting from
18 ~~fire~~, criminal activity or unauthorized entry, upon or following which communication
19 is made to the center that an alarm has been triggered. If the alarm, when communicated
20 to the center, is clearly identified to the center as resulting from authorized entry,

1 authorized system test, or other non-emergency cause, it shall not be considered as a
2 false alarm. If police or fire units, as applicable, respond to an alarm and check the
3 protected premises according to standard operating procedure, and are unable to discover
4 any evidence of fire, unauthorized entry or criminal activity, the alarm will be deemed
5 false absent a preponderance of credible evidence to the contrary.

6 ~~(11) “Monitored fire alarm system” is an alarm system which incorporates a~~
7 ~~remote annunciator or an automatic dialer, and is designed to give warning of fire only.~~

8 (11+2) “Principal” means the person, firm, or corporation whose premises
9 are protected by an alarm system. For rented or leased dwelling units and other
10 protected premises having more than one tenant protected by a single alarm system, the
11 term “principal” means the building owner.

12 (12+3) “Protected premises” means all buildings, real property, and
13 portions thereof protected by an alarm system or systems at a particular street address.

14 (13+4) “Remote annunciator” means an annunciator located at a terminal
15 on the premises of the Keizer Police Department, Salem Police Department, an alarm
16 monitoring service, or other location not a part of the protected premises.

17 (15) ~~“Residential fire alarm system” is a monitored fire alarm system serving~~
18 ~~a single dwelling unit.~~

19 (16) ~~“Security alarm system” is an alarm system designed to give warning of~~
20 ~~criminal activity or unauthorized entry only.~~

1 (14+7) “Sensor” means that part of an alarm system which is designed to
2 detect the happening of some event or designed to detect the happening of some event
3 or existence of some condition indicative of ~~fire~~, criminal activity or unauthorized entry.

4 (15+8) “Silent alarm system” means a ~~security~~ alarm system having an
5 automatic dialer, a remote annunciator, or both, and having no audible annunciator.

6 (19) ~~“Universal alarm system” means an alarm system which incorporates both~~
7 ~~a monitored fire alarm function and a security alarm function.~~

8 Section 2. EXEMPT ALARM SYSTEMS. An alarm system which incorporates
9 neither an audible annunciator, a remote annunciator, nor an automatic dialer is exempt
10 from the requirements of this Ordinance. Alarm systems owned, maintained and
11 monitored by any government law enforcement agency in furtherance of law
12 enforcement duties are also exempt.

13 Section 3. INTENTIONAL ALARMS. It shall be unlawful for any person to
14 intentionally trigger an alarm system which incorporates an automatic dialer or a remote
15 annunciator except for testing in compliance with the conditions prescribed in this
16 Ordinance, or to signal an actual emergency involving criminal conduct amounting to
17 a felony, ~~fire~~, or other condition threatening human life or major property loss and
18 requiring ~~police or fire~~ emergency response.

19 ///

20 ///

1 Section 4. EFFECT OF PERMIT ON EMERGENCY RESPONSE. The City of
2 Keizer shall not, by virtue of the issuance of an alarm system permit alone, be obligated
3 to respond or accord any additional priority in response to an alarm from a ~~licensed~~
4 permitted system.

5 Section 5. REQUIREMENTS FOR AUDIBLE ANNUNCIATORS.

6 (1) Each security alarm system incorporating an audible annunciator shall be so
7 designed that each audible annunciator will automatically silence within fifteen minutes
8 after being activated and will not sound again unless a new act or circumstance triggers
9 a sensor.

10 (2) Except as provided in subsection (3) of this Section, no test of a security alarm
11 system resulting in the activation of an audible annunciator shall be conducted between
12 the hours of 8:00 p. m. of any day and 7:00 a. m. of the following day. Nor shall any
13 such system be tested at any time without first notifying the administrator.

14 (3) Audible annunciators may be activated in conjunction with system testing
15 without notice provided that such activation is for no more than ten seconds duration
16 each during any four-hour period. Alarm activation in compliance with this subsection
17 shall not be deemed a false alarm.

18 Section 6. REQUIREMENTS FOR AUTOMATIC DIALERS.

19 (1) No person shall program an automatic dialer to select any telephone line the
20 user of which has not previously given consent to such programming.

1 (2) No person shall conduct maintenance or testing on an alarm system which
2 incorporates and automatic dialer without first notifying the users of any telephone lines
3 the dialer is programmed to select.

4 Section 7. ALARM SYSTEM REQUIREMENTS - GENERAL.

5 (1) No alarm system shall be installed, used, or maintained in violation of any of
6 the requirements of this Ordinance or other Keizer City Ordinances, or of any applicable
7 statute, law, or administrative regulation of the United States of America, the State of
8 Oregon, or any administrative rule-making body thereof.

9 (2) The holder of an alarm system permit shall be responsible for training and
10 retraining all employees, family members, and other persons under control of principal
11 or permit holder who may make regular use of the protected premises and who may, in
12 normal course of their activities be in a position to accidentally trigger a sensor. Such
13 training shall include procedures and practices to avoid accidental alarms and steps to
14 follow in the event the system is accidentally triggered.

15 (3) The holder of an alarm system permit shall at all times, be responsible for the
16 proper maintenance and repair of the system and for the repair or replacement of any
17 component method of installation, design feature or like condition which may give rise
18 to a false alarm.

19 ///

20 ///

1 Section 8. PERMITS REQUIRED.

2 (1) As of the effective date of this Ordinance, all alarm users within the City of
3 Keizer must apply for and receive alarm system permits. No fee shall be charged to such
4 users who make application within ninety (90) days of the effective date. Thereafter,
5 permits for any alarm systems with the City of Keizer, including any activated after the
6 effective date of this Ordinance, shall pay a fee of \$20.00 for issuance. Permits shall
7 remain in effect unless revoked or suspended under this Ordinance or until the alarm
8 system is dismantled or abandoned by the user. Permits are not transferable; subsequent
9 users on the same premises must obtain a new permit. The City shall not, by the issuance
10 of a permit ~~alone~~, be obligated to respond or accord any ~~additional~~ priority to an alarm
11 from such system. It shall be unlawful for any person to use or maintain any ~~security~~
12 ~~alarm system, monitored fire alarm system or universal alarm~~ system without first
13 obtaining a permit therefor as provided in this Ordinance.

14 (2) No permit shall be required for an exempt alarm system as defined in the
15 provisions of this Ordinance.

16 Section 9. PERMIT APPLICATION. Each application for an alarm system
17 permit shall be made on a form prescribed by the City and shall contain the following
18 information:

19 (a) The name, address, and telephone number of the principal of the protected
20 premises.

1 (b) The type of premises (home, office, variety store, etc) and any business name
2 by which the premises is known.

3 (c) The address of the protected premises including if it is in a residential,
4 commercial or industrial complex (office building, apartment house, shopping center,
5 etc) ~~and~~ any name by which the complex is commonly known.

6 (d) The names, addresses, and telephone numbers including home phone
7 numbers, of the principal and at least ~~two~~ ~~one~~ natural persons who reside within ten
8 miles of the corporate limits of Keizer and who have immediate access to keys to the
9 protected premises, and who have agreed to come to the protected premises upon request
10 of ~~police or fire~~ ~~emergency~~ agencies when the principal cannot be contacted.

11 (e) The type of annunciators and automatic dialers which the alarm system
12 incorporates, the location of all remote annunciators, and the names and phone numbers
13 of all persons or businesses which are or may be preselected for automatic dialer contact.

14 (f) The application shall be accompanied by the fee prescribed in this Ordinance.

15 (g) The information provided by the applicant pursuant to subsections (d) and (e)
16 of this Section and all updates thereof, shall be given and accepted in confidence and
17 kept from public disclosure to the extent permitted by law. However, the City of Keizer
18 shall not be liable for any types of claims, actions or suits if the City in good faith
19 attempts to prevent disclosure of such information.

1 Section 10. ~~INSPECTION OF ALARM SYSTEMS.~~ Prior to issuing an alarm
2 system permit and at any time thereafter during the term thereof, the Chief of Police of
3 the City of Keizer or an officer designated by the Chief may inspect any alarm system
4 for which a permit is required. Such inspection shall be for the purpose of ascertaining
5 that information furnished by the applicant or permittee is correct and that the system
6 is maintained in conformance with the provision of this Ordinance.

7 Section 10+1. CURRENT INFORMATION REQUIRED. Within ten (10) days
8 following any change of circumstances which renders obsolete any of the information
9 submitted pursuant to this Ordinance the permittee shall file with the administrator a
10 written statement setting forth the currently accurate information. No additional fee
11 shall be required unless the change has terminated the permit as provided.

12 Section 11+2. SUSPENSION OF PERMITS.

13 (1) The administrator may suspend any permit issued pursuant to this Ordinance
14 upon any of the following grounds:

15 (a) Any false or incomplete statement made on the permit application.

16 (b) Any violation of Sections 3, 5, 6, or 7 of this Ordinance.

17 (c) Failure to pay a false alarm fee ~~fine~~ within thirty (30) days ~~of demand of final~~
18 ~~judgment.~~

19 (d) Maintenance, installation, or use of the alarm system in violation of any
20 applicable law, ordinance or regulation, including the requirements of this Ordinance.

1 (e) Failure to provide current information as required.

2 (f) The occurrence of a false alarm which, added together with all other false
3 alarms, resulting from that system totals more than ten false alarms during a calendar
4 year.

5 (2) A suspension resulting from subsections (1)(a) through (1)(e) of this Section
6 shall remain in effect until the applicant demonstrates to the satisfaction of the
7 administrator that the ground for suspension no longer exists. A suspension under
8 subsection (1)(f) shall be in effect for a period of no longer that 180 days and may be
9 withdrawn by the administrator upon a satisfactory showing that the circumstances
10 which caused or contributed to the majority of the false alarms resulting in the
11 suspension no longer exist.

12 Section ~~12~~13. FALSE ALARM FEES. As a condition of any alarm system
13 permit issued under the provisions of this Ordinance, the permittee shall pay to the City
14 of Keizer upon and within ten (10) days of invoice fees for false alarms generated within
15 a calendar year by the permittee's alarm system as follows:

16 3rd false alarm \$50.00

17 4th false alarm \$100.00

18 5th false alarm \$150.00

19 6th false alarm \$200.00

20 7th and subsequent false alarm \$250.00

1 ALTERNATE:

2 Section 12. FALSE ALARM FINES. The occurrence of three or more false
3 alarms within a single calendar year by one principal's alarm system is a violation of this
4 Ordinance, punishable by the following maximum fines:

5 3rd false alarm \$50.00

6 4th false alarm \$100.00

7 5th false alarm \$150.00

8 6th false alarm \$200.00

9 7th and subsequent false alarm \$250.00

10 Violators may be cited into Keizer Municipal Court. It shall be a defense to a charge
11 under this Section if an alarm is classified as excusable as defined below.

12 Section ~~13~~14. EXCUSABLE FALSE ALARMS. An alarm which is a false
13 alarm as defined in this Ordinance ~~may~~ shall be excused ~~at the discretion of~~ by the
14 responding agency or the investigator upon being reasonably satisfied that:

15 (a) The alarm system has been responsibly and regularly inspected by
16 experienced and well-trained technicians familiar with its design and operation and the
17 environment in which it is installed.

18 (b) All repairs, replacements and preventive maintenance recommended by the
19 service personnel who inspected the system have been performed.

1 (c) The cause of the particular false alarm has either been positively identified and
2 corrected or has been determined not to be misuse or neglect in the use or maintenance
3 of the system and cannot be more precisely identified despite thorough inspection,
4 testing and analysis by technicians as described in subsection (a) of this Section.

5 (d) Technicians as described in subsection (a) of this Section have provided a
6 written opinion that the system is unlikely to produce another false alarm from the same
7 cause.

8 (e) The false alarm was not the result of user error or neglect. "User" includes
9 owners, employees, residents, family members and guests of the protected premises.

10 (f) No more than two false alarms shall be excused during a calendar year unless
11 the permittee provides satisfactory evidence that each component of the alarm system
12 whose malfunction or failure is capable of producing the false alarm have been replaced
13 by competent technicians and the system has been found free of apparent fault after
14 inspection as provided in subsection (a) of this Section.

15 Section ~~14~~15. APPEALS.

16 ~~(1) Any person whose alarm system permit has been suspended under the~~
17 ~~provision of this Ordinance may appeal that action by giving written notice to Chief of~~
18 ~~Police. Such notice shall be given with thirty (30) days after receipt of the notice of~~
19 ~~suspension. The filing of a Notice of Appeal shall stay the action appealed until~~
20 ~~disposition of the appeal by the Chief.~~

1 ~~—— (2) Any person who has been assessed a false alarm fee may appeal such charge~~
2 ~~by giving written notice to the Chief of Police. Such notice shall be given within ten~~
3 ~~(10) days of invoice assessing such charge. If the invoice is based on the third false~~
4 ~~alarm during a calendar year, the permittee may challenge the determination only as to~~
5 ~~the alarm or alarms for which a fee is assessed. Upon receipt of the appeal notice, the~~
6 ~~City Recorder shall forward the notice to the Chief of Police, if the challenged alarms~~
7 ~~resulted from a security alarm system, or the Keizer Fire Marshall, if the challenged~~
8 ~~alarms resulted from a monitored fire alarm system. The Chief or Fire Marshall shall~~
9 ~~appoint one or more officers to investigate the circumstances of the alarms upon which~~
10 ~~the appeal is based. The investigators shall notify the appellant of a time certain, not less~~
11 ~~than two weeks nor more than four weeks following the date which the appeal was filed,~~
12 ~~at or before which the appellant shall file with the investigator whatever factual~~
13 ~~information may be relevant in support of the appeal. If the investigator determines the~~
14 ~~charge to have been made in error, the invoice shall be canceled, and the appellant and~~
15 ~~the City Recorder shall be notified of such determination; otherwise the investigator~~
16 ~~shall make a full report of his findings and file the same, together with any information~~
17 ~~filed by the appellant, with the City Recorder. The investigators' determination shall be~~
18 ~~filed with the City Recorder within sixty (60) days of the date on which the appeal was~~
19 ~~filed. A determination by the investigator that the invoice should be canceled shall be~~
20 ~~a final disposition of the appeal.~~

1 ~~—— (3) An appeal under subsection (1) of this Section shall be set by the City~~
2 ~~Recorder for public hearing before the City Council within thirty (30) days of the date~~
3 ~~of filing. At the hearing the appellant and the Chief shall be given an opportunity to~~
4 ~~present whatever facts or arguments they deem relevant to the suspension of the permit.~~

5 ~~—— (4) An appeal which is not disposed of by the investigator under subsection (2)~~
6 ~~of this Section shall be set down by the City Recorder for public hearing before the City~~
7 ~~Council within thirty (30) days of the date on which the investigator's report was filed.~~
8 ~~At the hearing the appellant and the Chief shall be given the opportunity to present~~
9 ~~whatever arguments they deem relevant to the investigator's determination. The hearing~~
10 ~~shall be limited to the record filed by the investigator under subsection (2) of this Section~~
11 ~~unless the City Council, by majority vote, decides to review the matter de novo.~~

12 (1) Any person whose alarm system permit has been suspended under the
13 provisions of this Ordinance may appeal that action to the City Council by giving written
14 notice to the City Recorder. Such notice shall be given within thirty (30) days after
15 receipt of the notice of suspension. The filing of a Notice of Appeal shall stay the action
16 appealed until disposition of the appeal by the City Council.

17 (2) Upon receipt of the appeal notice under subsection (1) of this Section, the
18 City Recorder shall set the matter for a hearing before the City Council within thirty (30)
19 days of the date of filing and shall give notice of the hearing to the appellant and to the
20 Chief of Police.

(3) At the hearing the appellant and the Chief shall be given an opportunity to present whatever facts or arguments which are relevant to the suspension of the permit. The hearing will be conducted de novo.

4 (4) The decision of the City Council shall be final.

5 Section 15+16. VIOLATION. Violation of this Ordinance is a civil
6 infraction.

7 Section 16-17. EFFECTIVE DATE. This Ordinance shall take effect thirty
8 (30) days after its passage.

9 PASSED this _____ day of _____, 2001.

10 SIGNED this _____ day of _____, 2001.

11 _____
12 Mayor

13 _____
14 City Recorder

1 BILL NO. ____

A BILL

ORDINANCE NO.
2001-_____

2

3

FOR

4

AN ORDINANCE

5

PROVIDING PENALTIES FOR FALSE ALARMS

6

The City of Keizer ordains as follows:

7

Section 1. DEFINITIONS. For purposes of this Ordinance, the following words

8

and phrases mean:

9

(1) "Alarm system" means a device or system of interconnection devices,

10 including hardware and related appurtenances, designed to give warning of activities

11 indicative of criminal conduct or unauthorized entry upon the protected premises.

12

(2) "Annunciator" means that part of an alarm system other than an automatic

13 dialer, which communicates the fact that the system has been triggered.

14

(3) "Center" means the "911" emergency communications center serving the

15 City of Keizer.

16

(4) "False Alarm" means any activation of an alarm system not resulting from

17 fire, criminal activity or unauthorized entry, upon or following which communication

18 is made to the center that an alarm has been triggered. If the alarm, when communicated

19 to the Center is clearly identified to the Center as resulting from authorized entry,

20 authorized system testing or other non-emergency causes, it shall not be considered as

21 a false alarm. If police respond to an alarm and check the protected premises according

1 to standard operating procedures and are unable to discover any evidence of
2 unauthorized entry or criminal activity, the alarm will be deemed false absent a
3 preponderance of credible evidence to the contrary.

4 (5) "Principal" means the person, firm, or corporation whose premises are
5 protected by an alarm system. For rented or leased dwelling units and other protected
6 premises having more than one tenant provided by a single alarm system, the term
7 "principal" means the building owner.

8 (6) "Protected premises" means all buildings, real property, and portions
9 thereof protected by an alarm system or systems at a particular street address.

10 Section 2. INTENTIONAL ALARMS. It shall be unlawful for any person to
11 intentionally trigger an alarm system except for testing or to signal an actual emergency
12 involving criminal conduct amounting to a felony or other condition threatening human
13 life or major property loss and requiring police or other emergency response.

14 Section 3. TESTING OF ALARM SYSTEMS. No testing of an alarm system
15 resulting in the activation of an audible annunciator shall be conducted between the
16 hours of 8:00 pm of any day and 7:00 am of the following day.

17 ///

18 ///

19 ///

1 An audible annunciator may be activated in conjunction with system testing
2 without notice provided that such activation is for no more than ten seconds duration
3 each during any four-hour period. Alarm activation in compliance with this subsection
4 shall not be deemed a false alarm.

5 Section 4. VIOLATION. Violation of this Ordinance is a civil infraction
6 under Ordinance No. 86-063.

7 Section 5. FALSE ALARM FINES. The occurrence of three or more false
8 alarms within a single calendar year by one principal's alarm system is a violation of this
9 Ordinance, punishable by the following maximum fines:

10 3rd false alarm \$50.00

11 4th false alarm \$100.00

12 5th false alarm \$150.00

13 6th false alarm \$200.00

14 7th and subsequent false alarm \$250.00

15 Violators may be cited into Keizer Municipal Court.

16 Section 6. EXCUSABLE FALSE ALARMS. It is a defense to a charge of
17 violating Section 5 if the false alarm was not the result of user error or neglect. User
18 includes owners, employees, residents and family members of the protected premises or
19 others reasonably within the control of the same.

1 Section 7. EFFECTIVE DATE. This Ordinance shall take effect thirty (30)
2 days after its passage.

3 PASSED this _____ day of _____, 2001.

4 SIGNED this _____ day of _____, 2001.

5 _____
6 Mayor

7
8 _____
City Recorder



July 2, 2001

AGENDA ITEM 7b

ORDINANCE – INCREASING PRIVILEGE OR LICENSE TAX FOR
QWEST, INC.

CITY COUNCIL MEETING: July 2, 2001

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY 

SUBJECT: *LICENSE/PRIVILEGE TAX INCREASE FOR TELEPHONE COMPANIES (SECOND READING)*

At its last meeting, the City Council voted 5-2 to adopt an ordinance calling for an increase in the telephone license fee from four percent to seven percent. The matter is before Council for second reading this evening. Minor changes are suggested; they should be read in full.

RECOMMENDATION:

Adopt the enclosed Ordinance.

Please contact me at 503-508-1447 should you have any questions in this regard. Thank you.

ESJ/tmh
enclosure

1 BILL NO. _____ A BILL ORDINANCE NO.
2 2001-_____
3 FOR
4 AN ORDINANCE

5 INCREASING COMPENSATION TO THE CITY BY
6 QWEST, CORPORATION; DECLARING AN
7 EMERGENCY; **AMENDING ORDINANCE NO. 94-287**

8 WHEREAS, Ordinance No. 94-287 (Granting U S WEST Communications,
9 Incorporated the Right and Privilege to Operate Within the City of Keizer) was adopted
10 on June 20, 1994; and

11 WHEREAS, U S WEST Communication, Incorporated has succeeded to Qwest
12 Corporation; and

13 WHEREAS, the City Council of the City of Keizer finds it necessary and
14 appropriate to increase the compensation due for operating within the City of Keizer
15 from four percent (4%) to seven percent (7%) to provide fair and reasonable
16 compensation for the management and use of the public right-of-way; and

17 WHEREAS, the home rule powers of the City of Keizer and state and federal law
18 allow for this increase;

19 NOW, THEREFORE, the City of Keizer ordains as follows:

20 Section 1. INCREASE IN COMPENSATION. Ordinance No. 94-287 (Granting
21 U S WEST Communications, Incorporated the Right and Privilege to do a General

1 Communication Business and to Operate Within the City of Keizer) is hereby amended
2 in Section 6 as follows:

3 Section 6. In consideration of the rights, privileges, and
4 franchise hereby granted, said Grantee, U S WEST
5 Communications, Incorporated, its successors and assigns,
6 shall pay to the City of Keizer from and after the date of the
7 acceptance of this franchise, and until its expiration,
8 quarterly, 4 seven percent (47%) per annum of its gross
9 revenues derived from exchange access services as defined
10 in ORS 401.710 within the corporate limits of the City of
11 Keizer less net uncollectibles. Payment shall be made on a
12 quarterly basis on or before April 30, July 31, October 31,
13 and January 31 for the calendar quarters immediately
14 preceding. Such payment made by the Grantee will be
15 accepted by the City of Keizer from the Grantee, also in
16 payment of any license, privilege or occupation tax or fee
17 for revenue or regulation, or any permit or inspection fees
18 or similar charges for street openings, installations,
19 construction or for any other purpose now or hereafter to be
20 imposed by the City of Keizer upon the Grantee during the
21 term of this franchise.

22 Section 2. CHANGE OF NAME Ordinance No. 94-287 (Granting U S
23 WEST Communications, Incorporated the Right and Privilege to do a General
24 Communication Business and to Operate Within the City of Keizer) is hereby amended
25 in each place where appropriate to change the name of U S WEST Communication,
26 Incorporated to Qwest Corporation.

27 ///

28 ///

29 ///

1 BILL NO. _____ A BILL ORDINANCE NO.
2 2001-_____

3 FOR:

4 AN ORDINANCE
5 *COMPENSATION TO THE CITY BY*
6 ~~INCREASING PRIVILEGE OR LICENSE TAX FOR QWEST, INC.~~ *Corporation*
7 ~~DECLARING AN EMERGENCY; AMENDING ORDINANCE NO.~~
8 ~~94-287~~

9 WHEREAS, Ordinance No. 94-287 (Granting U S WEST Communications,
10 Incorporated the Right and Privilege to Operate Within the City of Keizer) was adopted
11 on June 20, 1994; and

12 WHEREAS, U S WEST Communication, Incorporated has succeeded to Qwest,
13 *Corporation*
14 ~~Inc.~~; and

15 WHEREAS, the City Council of the City of Keizer finds it necessary and
16 ~~appropriate to increase the license or privilege tax for operating within the City of Keizer~~
17 *franchise fee compensation due for*

18 ~~from four percent (4%) to seven percent (7%) and~~ *to provide fair and*
19 *reasonable compensation for the management and use of the*
20 ~~WHEREAS, Qwest, Inc. was sent appropriate notice of this anticipated and~~

21 ~~proposed amendment as provided by Section 8 of Ordinance No. 94-287, and~~

22 WHEREAS, the home rule powers of the City of Keizer and state and federal law
23 allow for this increase ~~in license or privilege tax;~~

24 NOW, THEREFORE, the City of Keizer ordains as follows:

25 *COMPENSATION*
26 Section 1. ~~INCREASE IN LICENSE OR PRIVILEGE TAX~~ Ordinance No. 94-
27 287 (Granting U S WEST Communications, Incorporated the Right and Privilege to do

Page 1 - ORDINANCE NO. 2001-_____

C:\work\2001\9248.003

Lien & Johnson
Attorneys at Law
4385 River Road N
Keizer, Oregon 97303
(503) 383-1825

presented
at 6-18-01
Mtg.

1 BILL NO. ____

A BILL

ORDINANCE NO.

2

2001-____

3

FOR

4

AN ORDINANCE

5

INCREASING PRIVILEGE OR LICENSE TAX FOR QWEST, INC.;

6

DECLARING AN EMERGENCY; **AMENDING ORDINANCE NO.**

7

94-287

8

WHEREAS, Ordinance No. 94-287 (Granting U S WEST Communications,

9

Incorporated the Right and Privilege to Operate Within the City of Keizer) was adopted

10

on June 20, 1994; and

11

WHEREAS, U S WEST Communication, Incorporated has succeeded to Qwest,

12

Inc.; and

13

WHEREAS, the City Council of the City of Keizer finds it necessary and

14

appropriate to increase the license or privilege tax for operating within the City of Keizer

15

from four percent (4%) to seven percent (7%); and

16

WHEREAS, Qwest, Inc. was sent appropriate notice of this anticipated and

17

proposed amendment as provided by Section 8 of Ordinance No. 94-287; and

18

WHEREAS, the home rule powers of the City of Keizer and state and federal law

19

allow for this increase in license or privilege tax;

20

NOW, THEREFORE, the City of Keizer ordains as follows:

21

Section 1. INCREASE IN LICENSE OR PRIVILEGE TAX. Ordinance No. 94-

22

287 (Granting U S WEST Communications, Incorporated the Right and Privilege to do

1 a General Communication Business and to Operate Within the City of Keizer) is hereby
2 amended in Section 6 as follows:

3 Section 6. In consideration of the rights, privileges, and
4 franchise hereby granted, said Grantee, U S WEST
5 Communications, Incorporated, its successors and assigns,
6 shall pay to the City of Keizer from and after the date of the
7 acceptance of this franchise, and until its expiration,
8 quarterly, 4 seven percent (47%) per annum of its gross
9 revenues derived from exchange access services as defined
10 in ORS 401.710 within the corporate limits of the City of
11 Keizer less net uncollectibles. Payment shall be made on a
12 quarterly basis on or before April 30, July 31, October 31,
13 and January 31 for the calendar quarters immediately
14 preceding. Such payment made by the Grantee will be
15 accepted by the City of Keizer from the Grantee, also in
16 payment of any license, privilege or occupation tax or fee
17 for revenue or regulation, or any permit or inspection fees
18 or similar charges for street openings, installations,
19 construction or for any other purpose now or hereafter to be
20 imposed by the City of Keizer upon the Grantee during the
21 term of this franchise.

22 Section 2. CHANGE OF NAME. Ordinance No. 94-287 (Granting U S
23 WEST Communications, Incorporated the Right and Privilege to do a General
24 Communication Business and to Operate Within the City of Keizer) is hereby amended
25 in each place where appropriate to change the name of U S WEST Communication,
26 Incorporated to Qwest, Inc.

27 ///

28 ///



July 2, 2001

AGENDA ITEM 7C

ORDINANCE – ESTABLISHING KEIZER PARK REGULATIONS

COUNCIL MEETING: July 2, 2001

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCILOR MEMBERS

**THROUGH: CHRIS C. EPPLEY
CITY MANAGER**

**FROM: TRACY L. DAVIS, CMC
CITY RECORDER**

SUBJECT: ORDINANCE - ESTABLISHING KEIZER PARK REGULATIONS

ISSUE:

On June 4, 2001 the City Council adopted an Ordinance amending a portion of the Keizer Parks Regulations to add the regulations for Carlson Skate Park. Following the adoption, Councilor Judy Smith pointed out an error in the Ordinance. The newly adopted Ordinance repealed the 1990 Ordinance. However in 1993, amendments were made to the Ordinance to add regulations for Keizer Little League Park. Therefore, reference should have been made to Ordinance 93-266 rather than 90-188.

In an effort to bring forth all of the park regulations into one complete ordinance, the City Attorney's office recommended an entirely new Ordinance be drafted and adopted. The attached Ordinance includes the adopted regulations for Carlson Skate Park and all previously adopted regulations. No additions or deletions are being made or recommended at this time.

RECOMMENDATION:

It is recommended the City Council adopt the attached Ordinance Establishing Keizer Parks Regulations and repealing Ordinance Nos. 93-266 and 2001-455.

1 **BILL NO. _____**

A BILL

ORDINANCE NO.
2001- _____

FOR

AN ORDINANCE

**ESTABLISHING KEIZER PARKS REGULATIONS
(REPEALING ORDINANCES
NO. 93-266 AND NO. 2001-455)**

The City of Keizer ordains as follows:

Section 1. General Regulations: The following regulations apply in

Keizer City Parks:

- (a) Parks open at sunrise and close at sunset each day, with the exception of item (b) below referring to Keizer Little League Park. The City Manager or the city Manager designee may grant permission for use of a park after sunset if the proposed use is appropriate for the park or designated area and consistent with park policies and regulations.
- (b) Keizer Little League Park may be open after sunset where fields are appropriately lighted within the dates and times as follows:
 - (1) Lighting may extend the park hours from March 1 to October 31.
 - (2) The park will close, and the lights will be off, at 11:00 p.m.
 - (3) Extended hours shall be limited to Monday through Saturday; the park shall close at sunset on Sundays.
- (c) Pets must be on a leash and in control of their owners at all times.
- (d) Fires are allowed only in established fire pits or barbecues.

1 (e) Organized events require a park reservation and must be registered
2 through Keizer City Hall.

3 (f) CARLSON SKATE PARK REGULATIONS:

4 (1) The Carlson Multi-Use Skate Park is not supervised. USE AT
5 YOUR OWN RISK. Permitted uses include skateboards,
6 rollerblades, and BMX bikes only – NO foot traffic or motorized
7 vehicles.

8 (2) The involvement of children and youth at this park is the
9 responsibility of parents and guardians. YOUR children and youth
10 are YOUR responsibility for abiding by the posted rules.

11 (3) The use of HELMETS IS MANDATORY for all persons using
12 Carlson Skate Park. Knee pads, elbow pads, and wrist guards are
13 STRONGLY recommended.

14 (4) Know your ability and stay within them while using Carlson Skate
15 Park.

16 (5) This is YOUR Skate Park – take care of it. Keep the Skate Park
17 safe, clean, and friendly.

18 (6) Be respectful of other park users, avoid user conflicts. Be
19 courteous.

20 (7) Additional obstacles or other materials (ramps/jumps) may not be
21 used at Carlson Skate Park.

1 (8) Alcohol, tobacco products, drugs, and glass containers are not
2 allowed in Carlson Skate Park.

3 (9) Keep food and/or drink off the skate park surface.

4 (10) Do not use Carlson Skate Park if hazardous conditions exist.

5 Report any damage/hazardous conditions to the City of Keizer
6 Parks Department.

7 (11) Do not use Carlson Skate Park when the surface is wet.

8 (12) DO NOT LITTER. Use trash containers provided.

9 (13) By using Carlson Skate Park you agree to abide by the above
10 rules. The City of Keizer is not responsible for any loss, damages,
11 or injuries resulting from use of Carlson Skate Park.

12 **Section 2. Park Reservations** – Organized events require a park
13 reservation and must be registered through Keizer City Hall.

14 (a) An individual or group that has an approved reservation of a section
15 or sections of a park will have exclusive use of said section or
16 sections for the date and time outlined in the reservation form.

17 (b) In the case of a "Group" reservation, a designated person from the
18 group who will be responsible for the group's actions while using the
19 park and for the condition of the park after the scheduled event shall
20 complete and sign the park reservation form.

21 (c) Reservations will be approved on a first come, first served basis
22 provided that the proposed use by the individual or group is

1 appropriate for the designated area and consistent with park policies
2 and regulations.

3 (d) The established park reservation fee must be submitted along with
4 the park reservation from. If the reservation is denied, the
5 reservation fee will be refunded to the designated person.

6 (e) The amount of the park reservation fee will be established by
7 Resolution.

8 **Section 3. Revoking of Park Reservation** – Violations of the terms

9 of the park reservation as determined by a police officer, the City Manager, or
10 the City Manager's designee, immediately revokes the reservation.

11 **Section 4. Usage of Keizer Little League Park Complex** – The

12 Keizer Little League Complex is a unique park and use of this park is limited to
13 those persons or groups whose usage of this park will not degrade its condition
14 or alter its configuration in any way interfere with the park functioning as the
15 Little League Park Complex.

16 **Section 5. Prohibited Actions** – The following actions are prohibited

17 in Keizer City Parks:

18 (a) Operating any motor vehicle, except authorized maintenance
19 vehicles, in areas other than those designated for parking.

20 (b) Overnight camping

21 (c) Walking or riding horses

22 (d) Hitting golf balls

- 1 (e) Riding skate boards or scooters on tennis courts
- 2 (f) Dumping of any items or materials without the written approval of
- 3 the City Manager or City Manager's designee
- 4 (g) Being present in a park when the park is closed
- 5 (h) Open fires
- 6 (i) Possession of alcoholic beverages
- 7 (j) Vandalism
- 8 (k) Noise which violates the City of Keizer Noise Ordinance as now
- 9 enacted or later amended.
- 10 (l) Discharge of firearms or other types of weapons, which may include
- 11 but are not limited to; air guns, BB or pellet guns, sling shots, bow
- 12 and arrows, crossbows, or any other device which propels any object.

13 **Section 6. Infraction** – Violation of this ordinance is an infraction
14 under the Keizer Civil Infraction Ordinance #86-063.

15 **Section 7. Repeal of Ordinance 93-266 and 2001-455 –**
16 Ordinance 93-266(Establishing Keizer Park Regulations) and Ordinance 2001-455
17 (Amending Keizer Parks Regulations) are hereby repealed in their entirety.

18 //

19 //

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22 //

1 **Section 8. Emergency.** This Ordinance being necessary for the
2 immediate preservation of the public health, safety, and welfare, an emergency
3 is declared to exist and this Ordinance shall take effect immediately upon its
4 passage.

5 PASSED this _____ day of _____, 2001.

6
7 SIGNED this _____ day of _____, 2001.

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MAYOR

CITY RECORDER

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July 2, 2001

AGENDA ITEM 7d

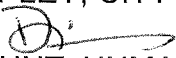
RESOLUTION – AUTHORIZING CITY MANAGER TO ENTER
AGREEMENT WITH KEIZER POLICE ASSOCIATION

CITY COUNCIL MEETING: July 2, 2001

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THRU: CHRIS EPPLEY, CITY MANAGER

FROM:  DIANNE HUNT, HUMAN RESOURCES DIRECTOR

SUBJECT: COLLECTIVE BARGAINING AGREEMENT WITH THE KEIZER POLICE ASSOCIATION

BACKGROUND:

The City's contract with the Keizer Police Association expired June 30, 2001. City staff (Chief Marc Adams, Captain Kent Barker and Dianne Hunt), along with the City's labor attorney, Bruce Zagar, have been meeting with the Association over the past several months to negotiate a new contract. At the June 18 session, the City and the Association tentatively agreed to the enclosed Collective Bargaining Agreement (Exhibit 'A'). The Association ratified the contract; however was unable to provide us with a signed copy before this packet went to print. The signature page is scheduled to be at your place Monday evening.

The proposed contract includes the following major points:

Article 1.1 Bargaining Unit (page3)

A new classification was added – Property and Evidence Specialist. The job description is attached as Exhibit 'B' for your review.

Article 7.1 Wages (page 20)

Employees covered by this Agreement will be moved to the 10-Step Management and General Unit Employees Salary Schedule effective July 1, 2001. As part of this change, Longevity Pay is folded into the schedule and eliminated.

Article 7.3 Incentives (page 21-22)

DPSST Certification, Education, Language and Incentive Non-Cumulative remain unchanged.

7.3.F K-9 Handler Pay - increased from 2.5% to 5% per month of the member's current pay step when assigned as the department canine officer.

7.3.G Field Training Officer (FTO) - increased from 2.5% to 5% above the member's normal pay step when acting as a FTO.

7.3.H Motor Officer - increased from 2.5% to 5% for the hazards of working from a motorcycle and for the off-duty care of the police motorcycle, e.g. daily maintenance. This pay is above the member's normal pay step when assigned to the traffic team as a motorcycle officer.

7.3.I Special Duty Assignments - Bomb Squad and SWAT Team pay increased from 3% to 5% when called out for service.

7.3.J Fleet Manager – Employees assigned was paid 5% out-of-class pay while performing these duties. As a new incentive, nonsworn members assigned as the Fleet Manager will be paid an additional 2.5% of regular rate of pay.

Article 7.6 Uniforms (page 23)

7.6.C Detective clothing allowance has increased from \$400 to \$500 per year.

7.6.E Repair or replace personal items of the employee damaged or destroyed while on duty has changed from \$50 to \$100 in value. Some exclusions apply.

Article 7.7.C Tuition Aid (page 23)

The City's cost of tuition aid is clarified by specifying that the hourly tuition cost paid to an employee is set by the cost of an undergraduate degree course at Western Oregon University.

Article 8.1 Health Insurance and Dental Insurance (page 25)

The City's contribution toward the purchase of medical, dental, life, short- and long-term disability insurance has been aligned in accordance with all other City personnel.

Article 9.1.A Sick Leave Accrual (page 28)

Sick Leave maximum has been increased from 1260 hours to 2520 hours.

Article 10.1 Vacation (page 32-34)

10.1.D Vacation Maximum Accrual The maximum vacation accrual has been changed to reflect the City's policy of 400 hours.

10.1.G Pay for Vacation An employee, subject to availability of funds and Chief of Police approval, may still elect to receive 40 hours of pay in lieu of 40 hours of vacation if such pay is taken concurrently with 40 hours of accrued leave. However, the additional ability to cash in up to one week of vacation pay one time each fiscal year is eliminated.

10.2.A Holiday Under the 1999-01 contract, all sworn officers were entitled to 96 paid floating holidays per fiscal year regardless of the number of hours they worked. Under the new contract, sworn officers will be entitled to earn an equal number of Holiday hours as their assigned shift. (i.e. 12-hour shift earn 12 hours of floating holiday, 10-hour shifts earn 10 hours floating holiday, etc.)

Contract Length: Two years - July 1, 2001 through June 30, 2003.

FISCAL IMPACT:

The 2001-02 fiscal impact of this contract is a net transitional cost to the City of \$20,000. Changes include moving from the 5-Step Salary Schedule to the 10-Step Matrix, eliminating Longevity Pay, increasing certain incentives, and establishing the level of City contribution for benefits Fiscal Year. The 2001-02 budget and the Long-Range Plan were based upon the City's proposal to the KPA, therefore, no additional fiscal impact will be realized due to the implementation of this contract. The above cost is included in the Police Department budget under Personal Services.

RECOMMENDATION:

It is recommended that the Council adopt the enclosed resolution authorizing the City Manager to sign the Collective Bargaining Agreement between the City of Keizer, Oregon and the Keizer Police Association, effective July 1, 2001 through June 30, 2003.

If you have any questions, do not hesitate to contact me at 503-390-3700, ext. 110 or Email me at hunt@keizer.org.

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Resolution R01-_____

**RATIFYING A COLLECTIVE BARGAINING AGREEMENT AND AUTHORIZING
THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING
AGREEMENT WITH THE KEIZER POLICE ASSOCIATION**

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is hereby authorized to sign a two-year collective bargaining agreement with the Keizer police Association.

BE IT FURTHER RESOLVED said agreement, which is attached as Exhibit 'A' and by this reference incorporated herein, is effective July 1, 2001 through June 30, 2003.

PASSED this _____ day of _____, 2001.

SIGNED this _____ day of _____, 2001.

Mayor

City Recorder

THE COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF KEIZER, OREGON

AND THE

KEIZER POLICE ASSOCIATION

2001-2003

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PREAMBLE

This agreement is entered into by the City of Keizer, Oregon, hereinafter referred to as "City"; and the Keizer Police Association, hereinafter referred to as the "Association."

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits and other conditions of employment and the establishment of an equitable and peaceful procedure for the resolution of disputes.

ARTICLE 1 – RECOGNITION

Section 1.1 Bargaining Unit

The City recognizes the Association as the exclusive collective bargaining agent for matters concerning direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures, and conditions of employment for all regular and regular part-time employees in the following classifications:

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

Section 1.2 Definitions

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

- A. Persons engaged as independent contractors.
- B. Seasonal, emergency or casual workers whose periods of employment with the City do not total 600 hours in any calendar year.
- C. Nothing in this Section shall prevent a regular part-time employee from working forty (40) hours per week, provided the hours are authorized by the City and the employee consents to the additional work hours and provided total work hours do not exceed 1500 hours in any calendar year. In the event, however, that a regular part-time employee is required by the City to work more than thirty (30) hours in a week, the employee shall be entitled to accrue vacation and sick leave at the accrual rate for regular full-time employees. Otherwise, regular part-time employees will accrue such benefits, leaves, etc. on a prorated basis.

The term “Chief” means the Police Chief of the City of Keizer, or the Chief’s designee.

Section 1.3 New Classifications

When any new classification not listed in Section 1.1 above is established by the City and assigned to the bargaining unit, the City shall designate a pay rate for the new classification. The City shall then notify the Association in writing of the pay rate and furnish the Association with a copy of the new classification specification. In the event the Association does not concur in the pay rate, the Association shall notify the City in writing of such within ten (10) days of its receipt of the City notice. Within fifteen (15) days of such notice by the Association of its objection to the pay rate of the new classification, the City and Association shall negotiate the pay rate.

If after thirty (30) days of negotiations, the parties have not resolved the issue, an arbitrator shall be mutually agreed upon or selected in accordance with the procedure established in Article 16.1, Step Four, except the arbitrator shall be bound by the applicable provisions of ORS 243.746. Nothing contained herein shall be construed to limit the City's ability to create or combine job classifications.

In the event the City intends to establish a new classification within the Police Department and outside the bargaining unit, the City will notify the Association of its intention in writing, provide a copy of the classification description and, if requested to do so, discuss with the Association whether the classification should be a bargaining unit position. The City intends for this process to occur prior to City Council review and approval, however, the City is not contractually obligated by this Article to refrain from presenting any matter to the City Council. If the parties are unable to agree, the dispute will be resolved under PECBA procedures before the Employment Relations Board.

ARTICLE 2 – MANAGEMENT RIGHTS

Section 2.1 Management Rights

The City retains all the customary, usual, and exclusive rights connected with the responsibility to manage the affairs of the Department. The City shall retain the exclusive right to exercise all the customary functions of management, including but not limited to:

- A. To determine the specific programs and services offered by the City, and the methods, means and facilities by which they shall be effectuated.
- B. To determine the size, nature and qualifications of the work force, to assign duties and equipment, to direct and evaluate the employees in the performance of their work assignments.
- C. To develop work rules and operating procedures not inconsistent with this agreement.
- D. To promote, transfer, lay-off, and to discipline, demote and discharge employees.

Section 2.2 Subcontracting

The City shall notify the Association in writing when it appears reasonably probable that the City will subcontract work currently performed by the bargaining unit. Negotiations and mediation regarding the decision and impact of subcontracting shall continue for no longer than thirty (30) calendar days from the receipt of the City's written notice. The first negotiation session shall be scheduled no later than fourteen (14) calendar days from receipt of the City's notice. If not settled after thirty (30) days, the issue will be submitted to an arbitrator who shall be mutually agreed upon or selected in accordance with the procedure established in Article 16.1, Step Four. The arbitrator shall be bound by the applicable provisions of ORS 243.746.

Section 2.3 Volunteer Utilization

- A. Reserves and other volunteer personnel may be used to perform police related tasks and auxiliary functions as determined by the Chief, including but not limited to providing law enforcement services at public events and providing law enforcement related services not restricted by Section 2.4.
- B. The City may utilize Reserve Police Officers to perform the following duties without violating Section 5.3, Overtime, or Section 2.4, Work Preservation.
 - 1. Prisoner supervision and transports;
 - 2. Mental patient supervision and transports.
 - 3. Selective enforcement details provided the City has afforded the opportunity to Association members;

4. Crime scene security provided the City has afforded the opportunity to Association members;
 5. School event security provided the City has afforded the opportunity to Association members;
 6. Selective enforcement details such as holiday residential patrol, vacation checks, Christmas lighting routes, handicap parking violation checks, residential security checks, or similar duties customarily performed by Reserve Police Officers consistent with past practice;
 7. Search and rescue operations;
 8. Any other duties mutually agreed between the City and the Association.
- C. Nothing in this section prevents Reserve Police Officers from performing their primary duties, supplementing the Patrol Division, or furthering their own experience as outlined in Section 19.19.00, Reserve Unit, in the KPD Policy and Procedures Manual.

Section 2.4 Work Preservation

Reserves and auxiliary volunteer personnel will not be utilized to replace bargaining unit employees in the performance of their primary and customary job responsibilities, nor take away overtime opportunities.

ARTICLE 3 – ASSOCIATION RIGHTS

Section 3.1 Association Activities

Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of the Association. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any employee organization because of their exercise of these rights.

Section 3.2 Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, union affiliation, handicapped status, or political affiliation. Nothing in this section shall prohibit the City from establishing bona-fide occupational criteria.

Section 3.3 Gender References

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.

Section 3.4 Negotiations

The composition of the Association's negotiating team shall be determined by the Association. Not more than three (3) employees shall be permitted to attend negotiating meetings with the City's representatives as part of the Association's negotiating team without loss of pay relative to securing agreement renewal, to the extent that such meetings are scheduled during the duty hours of the members so attending. Negotiating team members who are on duty for all or a portion of any negotiating session, if any, must be assigned to different shifts or be from different sections of the Department. The date, time and place for negotiating sessions shall be established by mutual agreement between the parties. Employees shall notify their shift supervisor as soon as possible in advance of their expected absence for the purpose of this section. Such absences shall not hamper the normal operations of the department and the City shall not incur any liability for overtime pay under the provisions of this Article.

Section 3.5 Grievances

The City also agrees to allow time off without loss of pay for employees directly involved in meetings under the Grievance Procedure. No more than two (2) employees shall be off for this purpose at any one time.

Section 3.6 Checkoff

The City agrees to deduct monthly membership dues from the pay of employees covered by this Agreement upon the submission of a signed request by the employee on a form provided

by the City for that purpose. The City will not be held liable for deduction errors but will make proper adjustments with the Association for errors as soon as is practicable.

Section 3.7 Fair Share and Religious Objections

Membership or non-membership in the Association shall be the individual choice of employees covered by this Agreement. However, any employee who chooses not to belong shall make a payment in lieu of dues as defined in ORS 243.560(16).

The non-association of employees, based on bona-fide religious tenets or teachings of a church or religious body of which the employee is a member, shall be guarded as provided for under ORS 243.666(1).

Section 3.8 Bulletin Boards

The City agrees to allow wall space, not to exceed three (3) feet by four (4) feet, for a bulletin board within the Police Department to be used exclusively by the Association for the posting of notices relating to the Association.

Section 3.9 Right of Access

Subject to the due process provision of this Agreement, Association representatives and agents of the Association shall have the right to reasonable access to the Police Department for the purpose of investigating grievances, and other business related to the representation of employees for the purpose of employment relations. Prior to admittance to the non-public areas of the Police Department, the Association representative and/or agent of the Association shall obtain permission from the senior, non-bargaining unit member (supervisor) on duty at the time the request is made. Prior to gaining access, the Association or agent of the Association shall advise the duty supervisor of the purpose of the visit, approximate length of time required, and the name of the person(s) to whom the representative wishes to speak. Such permission shall not be unreasonably withheld and if withheld, reasons for the withholding shall be given at that time to the agent of the Association. Association representatives and agents of the Association shall not unreasonably interfere with an employee's work. This Article is not intended to be used for membership drives or recruiting of new members.

Section 3.10 Use of Buildings

The Association may use, in accordance with established City rules applicable to other groups within the community, City facilities during employees' non-work hours (as defined in this Agreement) for Association meetings provided such space is available. Request for use of facilities within the Police Department shall be approved by the Chief or designee. Such meetings shall not be permitted for Association organizing activities or membership drives of City employees.

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

Section 3.11 Association Meetings

Association members shall be permitted to attend regular monthly membership meetings on duty time. On-duty members will be expected to respond to their duty responsibilities during membership meetings. Except for emergency meetings, the Association agrees to schedule these meetings during non-peak periods of the Department's business and such Association meetings shall not conflict with the regularly scheduled Department briefing periods. Members attending Association meetings on duty will limit their attendance to one (1) hour.

Section 3.12 Association Business

The Association agrees that members of the Association selected to serve as official representatives will be currently certified in writing to the City Manager. The Association agrees that Association business shall not interfere with the operations of the Department or the police duties of certified Association representatives.

ARTICLE 4 – CITY SECURITY

Section 4.1 No Strike

During the term of this Agreement, there will be no strike, slowdown or recognition of any picket line while in the performance of official duties. For purposes of this section, “strike” means an employee’s refusal in concerted action with others to report for duty, or the employee’s willful absence from the position of the employee, or stoppage of work by the employee, or absence of the employee in whole or in part from the full, faithful or proper performance of the duties of employment of that employee for the purpose of inducing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment. In the event of a violation of this provision by the Association, or employees in the bargaining unit, the City may discipline for such cause, including discharge of any employee involved in such activity either on a uniform or selective basis. Nothing herein shall preclude recourse by the City to such other legal or equitable remedies as may be available to it.

Section 4.2 Productivity

The parties to this Agreement recognize that delivery of essential municipal services, in the most efficient and effective manner, is of paramount importance and interest to the City and the Association. In return to the City for the wage rates and conditions herein provided and consistent with the principle of a fair day’s work for a fair day’s pay, the Association pledges agreement with the objective of achieving the highest level of employee performance and efficiency, safety, good health and sustained effort. The parties may agree to meet at mutually convenient times to discuss means of increasing departmental productivity.

ARTICLE 5 – WORKING CONDITIONS

Section 5.1 Hours of Work

- A. Regular Hours: The regular hours of work each day shall be consecutive except for interruptions for rest periods and unpaid meal periods.
- B. Regular Work Weeks: All employees shall be scheduled to work a regular work week. The City and the Association have recognized the following regular work weeks:
 - 1. 12-Hour Work Schedule: This schedule shall consist of a consecutive twelve (12) hour workday. This work schedule shall consist of two (2) consecutive twelve (12) hour work days followed by two (2) consecutive days off, three (3) consecutive twelve (12) hour work days followed by two (2) consecutive days off, two (2) consecutive twelve (12) hour work days followed by three (3) consecutive days off. Day Shift shall be 0600 to 1800 hours followed by Night Shift from 1800 to 0600 hours.
 - 2. 5/8 Work Schedule: The 5/8 work schedule shall consist of five (5) consecutive eight (8) hour days followed by two (2) consecutive days off. The workday shall consist of eight (8) consecutive hours of work.
 - 3. 5/8 Work Schedule: The 5/8 work schedule shall consist of five (5) consecutive eight (8) hour days followed by two (2) consecutive days off. There will be a one (1) hour unpaid lunch.
 - 4. 4/10 Work Schedule: The 4/10 work schedule shall consist of four (4) consecutive ten (10) hour days followed by three (3) consecutive days off, with the exception of days off during days-off rotation. The workday shall consist of ten (10) consecutive hours of work.
 - 5. 4/12 Work Schedule: The 4/12 work schedule shall consist of four (4) consecutive twelve (12) hour days followed by four (4) consecutive days off. The work days shall consist of twelve (12) consecutive hours of work. Day Shift shall be from 0600 to 1800 hours followed by Night Shift from 1800 to 0600 hours.
- C. Shift Comp Days: While working under the 12-hour work schedule pursuant to Article 5.1 (B)1 or the 4/12 work schedule pursuant to Article 5.1(B)5, each officer will work a total of 168 hours in each 28-day work period. To compensate for the extra eight (8) hours worked during the 28-day work period, the City will give each officer four (4) hours of compensatory time each pay period. The 4 hours of compensatory time will be credited to an FLSA Bank. The FLSA Bank balance shall not exceed 16 hours. Each member is responsible for scheduling

FLSA time off during each 28-day cycle. FLSA hours not scheduled, in excess of 16, shall be forfeited without pay.

D. Scheduled Work Weeks: Generally, the following regular scheduled work weeks for bargaining unit members listed will be recognized by the City and the Association:

1. Patrol Units: Pursuant to Article 5.1(B)1; as set forth in Attachment D;
2. Investigations Unit: A 5/8 work schedule pursuant to Article 5.1(B)2.
3. Community Services Specialist: A 5/8-work schedule pursuant to Article 5.1(B)3.
4. Traffic Safety Unit: A 4/10 work schedule pursuant to Article 5.1(B)4.
5. School Resource Officer: A 5/8 work schedule pursuant to Article 5.1(B)2.
6. Police Support Specialist: A 5/8 work schedule pursuant to Article 5.1(B)3.
7. Property and Evidence Specialist: A 5/8 work schedule pursuant to Article 5.1(B)3.
8. Community Services Officer: A 5/8 work schedule pursuant to Article 5.1(B)2.

E. Changes In and Other Work Weeks: After having given fourteen (14) days written notice to the Association, the City may adopt a change from one to another of the regular work weeks recognized in Article 5.1(B), or may adjust start/stop times for any employee or group of employees for bona-fide operational reasons.

Prior to making a change in regular work week recognized in Article 5.1(B), a committee composed of three (3) Association members and three (3) members of Management will meet for not more than seven (7) days to discuss the change and make recommendations to the Chief. The Association and the City may employ, by written agreement, any other work week as a regularly scheduled work week.

F. Shift Trading: Two (2) employees may agree in writing, solely at their option and with the advance written approval of the Chief or shift supervisor, to substitute for one another during scheduled hours of work. Substitution may be denied on a case-by-case basis due to operational needs, overtime or other scheduling impacts.

Even though one employee substitutes for another, each employee will be credited as if each employee has worked the normal work schedule and as if the substitution had not occurred. The hours worked during the substitution shall be excluded from the hours for which the substituting employee would otherwise be entitled for purposes of overtime and wage computations. Each agreement to substitute must be separately approved by the Chief, must be made for the convenience of the employees, and must not be required by the City. The City shall have no obligation to keep track of substitutions, or to insure that a substitution is reciprocated. Shift trades involving probationary employees may be denied by the City based on the City's determination of the officers training needs; a FTO and officer in training may not trade shifts unless a supervisor approves a trade involving both and both agree to switch shifts. The parties agree that shift trades will continue to be allowed in accordance with current practice.

- G. Shift Rotation and Bidding: Shift rotation while working a schedule pursuant to 5.1(B)1, or 5.1(B)5 will occur on a quarterly basis, as near as possible to the months of March, June, September and December, or as otherwise agreed by the City and the Association. The new shift schedule will be posted thirty (30) days in advance of shift rotation. This schedule is based on no overtime expense to the City by virtue of rotation, and no officer will work more than 168 hours without overtime in the 28-day work period when rotation is affected.

Commencing with the shift rotation pursuant to 5.1(B)4 beginning June, 1999, the employees shall bid shifts on the basis of seniority as defined in Article 12 of this Agreement. Employees shall commence bidding by May 1, 1999, and shall bid the following four (4) rotations. A like bid shall occur prior to May 1 of each year. Employees may not bid the same shift rotation more than two (2) consecutive times.

Employees who voluntarily leave a specialty assignment shall be placed on the shifts vacated by the employee replacing them.

Employees in specialized assignments who are involuntarily assigned to patrol duties shall be assigned to the new assignment/vacancy for the remainder of the current shift rotation. Between the time of the reassignment and the beginning of the next shift rotation, the reassigned employee may begin a "bumping" process based on seniority. The actual "bump" will not take effect until the next scheduled shift rotation.

The "bumping" process will follow the example below:

- The reassigned employee can bump another officer who has less seniority and who has the same days off (i.e. red team or blue team).
- Whoever the reassigned employee bumps, the reassigned employee must assume all of the shift rotations that were bid for by the bumped employee. As an example: If the bumped employee bid for day shift in the fall, swing

shift in the winter and day shift in the spring, those will be the same shifts the reassigned employee must take.

- The officer with less seniority who gets bumped may choose to take the vacated slots left by the reassigned employee or bump someone else with less seniority and who has the same days off (i.e. red team or blue team).
- The bumping process will continue until a bumped employee decides to stay on the shifts they were bumped to, or the lowest person on the seniority list has been bumped.
- The bumping process is not to be perceived or viewed as a "rebidding" process.

Vacancies in the patrol schedule resulting from promotions or reassignments, unless otherwise covered above, shall be subject to rebid on the basis of seniority.

- H. Training: Consistent with past practices, the City may alter the regular shift schedules of the employee to enable an employee to attend training as part of the work schedule, as a condition of approving attendance at the training. Article 5.1(D) does not apply to schedule changes to enable an employee to attend training. Scheduling under this section shall provide at least eight (8) hours off between shifts.
- I. Inservice Skills Maintenance Training: This training will be scheduled every month to two months. Training will be in accordance with Article 5.1(H), above. Officers required to attend inservice skills maintenance training on their day off will be compensated at hour-for-hour compensatory time (straight comp time).
- J. Shift Reassignment: When an officer is assigned to a different shift schedule due to Division reassignment, the officer's hours of work will be adjusted without cost to the City to ensure that the officer does not work in excess of 160 hours in a 28-day period.

Section 5.2 Rest Periods and Meal Periods

- A. Rest Periods: Except for emergencies, employees shall receive two (2) rest periods of fifteen (15) minutes each during each work day. These periods are compensated as hours of work and an employee shall not be entitled to additional compensation in the event these periods cannot be taken.
- B. Meal Periods: Except as required by operational necessity as determined by the shift supervisor, employees classified as Police Officers and CSO's shall have an uninterrupted thirty (30) minute meal period on duty time as close as reasonably possible to the middle of each shift. Meal periods are compensated as hours of work. An employee shall not be entitled to additional compensation in the event

these periods cannot be taken. Other employees shall have regular uninterrupted meal periods up to one (1) hour without pay. In the event employees are assigned to a ten (10) or twelve (12) hour shift, employees may take reasonable breaks subject to the operational needs as determined by the shift supervisor.

Section 5.3 Overtime

No overtime shall be worked unless authorized by the Police Chief or designee.

- A. Hours Worked Defined: The following shall be regarded as hours worked for the purpose of computing overtime hours for employees.
 - 1. Holidays;
 - 2. Vacation leave;
 - 3. Paid sick leave;
 - 4. Time on the job;
 - 5. Time participating in activities, training, briefing, meetings, or other conferences if so directed by the City;
 - 6. Travel time when it constitutes "hours worked" under the FLSA.
- B. Overtime: Overtime shall be considered as time worked in excess of the employee's regularly scheduled work day or work week.
- C. Overtime Compensation: Compensation for authorized overtime shall be paid at the rate of time and one-half per hour computed to the nearest fifteen (15) minutes. Each payment shall be made at the employee's rate of pay that is being earned at the time of payment.
- D. Compensatory Time: Employees may elect to accrue compensatory time in lieu of overtime payments with the City's concurrence. Compensatory time will be accrued at the overtime rate and paid at the straight time rate. Earned compensatory time may be taken off with supervisor approval. Employees may accumulate up to forty (40) hours of compensatory time and no more than twenty-four (24) hours may be carried forward into the next fiscal year. Compensatory time accrued in excess of twenty-four (24) hours will be paid during the last pay period of the fiscal year. The parties recognize that accrued compensatory time is compensation and therefore, if such compensatory time hours cannot be taken, the employee shall be allowed to cash in the accrued compensatory time as provided in Part E below. Any denial of compensatory time by the City shall be done in writing with a justification for the denial.
- E. Payment for Compensatory Time or Overtime: The City may purchase, or the employee may cash in, all or any portion of the compensatory balance of any employee at any time. Payment for overtime shall be paid no later than the next pay day following the pay period in which the overtime is worked. If an employee is paid for accrued compensatory time, payment will be at the regular rate earned at the time the employee receives the payment. If the payment is

received upon termination of employment, then the unused compensatory time will be paid at the final regular rate earned by the employee.

- F. Notice of Overtime: Overtime work shall be assigned by the Chief. Whenever possible, the Chief shall give twenty-four (24) hours advance notice of overtime to be worked. Oral notice shall be sufficient to comply with the advance notice requirement.

Any employee who works fourteen (14) or more hours in the twenty-four (24) hour period commencing at the time the employee reports for duty, shall be allowed the use of sick leave in lieu of working the next regularly scheduled work shift.

1. Emergency Call Out: In an emergency (act of God, natural disaster, civil unrest, major crime or incident, or governmental declaration of emergency with less than eight (8) hours prior notice), the City may call out members for overtime without regard to seniority.
2. Non-Emergency Call Out:
 - a. Overtime shall be offered to members of the Association by seniority and by Division (i.e. Patrol & Patrol Support Division).
 - b. The City may skip Association members if the overtime detail would unreasonably interfere with the member's next regularly scheduled work shift.
 - c. The City will make a reasonable attempt to notify members of the Association in the order of seniority when overtime is required.
 - d. In the event no members of the Association are available to report for overtime, the City may order a member to report for work. If members are ordered to report for overtime work, those members will not be ordered to report again until the Association Roster has cycled.
 - e. If no members of the Association are available to report or long term personnel considerations are an issue (e.g. natural disaster or similar emergency), the City has the option of calling Reserve Officers in for duty to supplement regular officers if those Reserve Officers are presently capable and authorized to perform the overtime duties. The use of Reserve Officers is to supplement or assist regular police officers. It is not the intent of the City to use Reserve Officers to supplant Association members.

Section 5.4 Call-Back Time

An employee called to work outside a regular work schedule shall be paid for a minimum of three (3) hours at the rate of time and one-half. This section shall not apply to an employee called in to start the employee's shift one (1) hour or less early or an extension of a regular shift.

If an employee has completed his shift and has departed from the department for thirty (30) minutes or more, and is called back to duty, the three (3) hour minimum shall apply. Members recalled to duty to correct a mistake and/or to complete a duty that must be completed prior to the member's next duty day, the three (3) hour minimum will not apply.

Section 5.5 Court Appearances

Off-duty employees required to appear before a court of law, in connection with duties as an employee of the Department, shall receive a minimum of three (3) hours overtime pay at the rate of time and one-half for each court day when such day is also the employee's regularly scheduled workday and a minimum four (4) hours overtime pay at the rate of time and one-half for each court day when such day is the employee's scheduled day off. This section shall not apply if the scheduled court appearance occurs one (1) hour or less before the beginning of the employee's regular shift or if the appearance extends the employee's regular shift.

Section 5.6 Outside Employment

Permission to work at outside employment while an employee of the City must be approved in writing by the Police Chief. However, such approval shall not be withheld arbitrarily. In order to be approved, the outside employment must:

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

Section 5.7 On-Call Detective

- A. Article 5.1(D)2 of the collective bargaining agreement between the parties describes the work schedule for Detectives.
- B. Each week of seven (7) consecutive days, one (1) Detective at a time will be assigned as an On-Call Detective.
- C. The On-Call Detective assignment shall begin at 0800 hours on Monday and end at 0759 hours on the following Monday.

- D. The On-Call Detective assignment shall be filled on a rotating basis by any Association member assigned as a Detective.
- E. The rotation schedule for the On-Call Detective shall be established between Detective Association members and their Sergeant. Establishment of a rotation schedule shall not prevent the trading of on-call weeks between Detectives involved, as long as the Detective Sergeant or designee approves of the trade.
- F. At the end of each on-call week, the Detective who completed the prior on-call week shall be compensated with one (1) day or eight (8) hours of compensatory time off. This is a flat rate and will not be computed as time and one-half.
- G. The compensatory time earned in "F" above may be banked in accordance with Article 5.3(D) above.
- H. When a Detective is on-call, the provisions of Article 5.4 of the current collective bargaining agreement between the parties, as well as the remainder of the collective bargaining agreement, still apply to the City, Detective and the Association.

ARTICLE 6 – FUNDING

The parties of this Agreement recognize that revenue needed to fund this Agreement must be approved annually by established budget procedures and in certain circumstances, by a vote of the citizens of the City of Keizer. All compensation provided for by this Agreement is therefore contingent upon sources of revenue, and where applicable, voter budget approval. The City will not reduce the compensation specified in this Agreement because of budgetary limitations. The City agrees to include in its budget request amounts sufficient to fund the compensation provided in this Agreement. In the event that the City does not receive the required voter approval needed to fund the annual budget, the parties agree to meet to seek the best possible alternatives to layoff and/or cutback of services.

ARTICLE 7 – WAGES

Section 7.1 Wages

- A. Salary Schedule: Each employee covered by this Agreement shall be compensated in accordance with the "Management and General Unit Employees Salary Schedule" – effective July 1, 2001 (Salary Schedule "A" attached hereto).
- Police Officer Range – 21
Community Services Specialist Range – 17
Community Service Officer Range 17
Police Support Specialist I – Range 13
Police Support Specialist II – Range 15
Property and Evidence Specialist - Range 16
- B. Original Appointments: Management will review the lateral transfer's experience and ability and make a recommendation of the appropriate starting pay step to the City Manager. With the City Manager's approval, the initial compensation recommended will be applied.
- C. Salary Increase: Salary increases are not automatic but shall be based on merit. A performance evaluation rating of "satisfactory" as determined by the employee's immediate supervisor shall be considered acceptable for normal step advancement. Employees shall be eligible for step advancement upon the completion of 12 continuous months of satisfactory service and eight (8) subsequent anniversary dates. For purposes of this section, an employee's anniversary shall be the date when the employee began work for the City. If the performance by the employee is less than satisfactory, the Chief may defer the merit increase for a period not to exceed ninety (90) days. Following any deferred period, the employee will be re-evaluated.
- D. Early Step Advancement: An employee, who is performing at a level above satisfactory as determined by a Performance Evaluation by the employee's immediate supervisor, may be recommended for an early step advancement by the Chief. Such merit increase shall be reviewed and approved by the City Manager. Such early step advancement shall not change the employee's eligibility date for future normal step advancements.
- E. Acting Sergeants Pay: If designated or assigned as Acting Sergeant, the employee will receive a 5% increase in the wage to which the employee would be otherwise entitled. Section 7.2 does not apply to employees who are Acting Sergeants.

Section 7.2 Working Out of Classification

Any employee designated by the City as acting in a capacity in a higher position than that employee's regular classification shall receive the pay for the position designated or a 5% increase above normal salary, whichever is greater, in such assignment for the remainder of the assignment.

Section 7.3 Incentives

- A. Premiums: Police Officers shall be eligible for DPSST incentive bonus(es) as follows.
 - 1. Intermediate Certificate: Upon submittal of evidence satisfactory to the City that the employee has received DPSST Intermediate Certification, the employee shall receive two and one-half percent (2.5%) over and above monthly base pay; or
 - 2. Advanced Certificate: Upon submittal of evidence satisfactory to the City that the employee has received DPSST Advanced Certification, the employee shall receive an additional two and one-half (2.5%) percent (or a total of five (5%) percent) per month over and above monthly base pay.
- B. Education Incentive: The City shall pay an incentive of two and one-half (2.5%) percent per month over and above monthly base pay for an employee holding an Associates Degree. The City shall pay an additional two and one-half (2.5%) percent (or a total of five (5%) percent) per month over and above monthly base pay to an employee holding a Bachelors Degree from an accredited college or university.
- C. Language Incentive: An employee who is determined to be fluent in the Spanish language or American Sign Language shall receive an incentive of two and one-half (2.5%) percent per month over and above monthly base pay. Fluency is to be determined by the City based on a standard and testing program, which the City will implement by policy, with assistance of high school and/or college faculty members and/or court approved translators.
- D. Probationary Employees: Normally such premiums, except language fluency, shall not be paid during the original probationary period or during period of disciplinary action involving a suspension, except at the discretion of the Chief.
- E. Incentive Non-Cumulative: A maximum of five (5%) percent per month may be received by any employee by virtue of education incentives provided for above. A maximum of five (5%) percent per month may be received by any officer qualifying for DPSST incentives provided for above. A maximum of 10% per month may be received by any employee for collateral duty pay incentives. The total amount of all incentive pay (education, certification, collateral duty) may not exceed 15% per month for any employee. Any employee certified as bilingual in

Spanish or American Sign Language may receive a maximum of two and one-half (2.5%) percent per month, in addition to the above maximums.

- F. K-9 Handler Pay: To compensate the K-9 handler for the off-duty care of the canine, the handler will be paid five percent (5%) per month of the member's current pay step when assigned as the department canine officer.
- G. Field Training Officer (FTO): A member designated by the City as a Field Training Officer shall be paid five percent (5%) above the member's normal pay step when acting as a FTO (has a recruit officer assigned for training). The member will be responsible for reporting the premium pay on the time sheet.
- H. Motor Officer: To compensate the Motorcycle Officer for the hazards of working from a motorcycle and for the off-duty care of the police motorcycle, e.g., daily maintenance, etc., the Motorcycle Officer will be paid five percent (5%) above the member's normal pay step when assigned to the traffic team as a motorcycle officer.
- I. Special Duty Assignments: Members serving on the Interagency Bomb Squad or the Interagency SWAT Team will be paid an additional five percent (5%) of their regular rate of pay (and overtime) when called out for service. Members will be responsible for reporting the premium pay on their time sheets.
- J. Fleet Manager: Nonsworn members assigned as the Fleet Manager for the department will be paid an additional two and one-half percent (2.5%) of their regular rate of pay.

Section 7.4 Payday

The normal payday for the issuance of paychecks shall be every other Thursday of the month. At the discretion of the City, modifications to the payday schedule may be made where necessary.

Section 7.5 Travel Allowance

- A. Travel Reimbursement: When an employee is authorized to use the employee's own vehicle in the performance of official City duties, the employee shall be compensated at the current Internal Revenue Service rate.
- B. Expense Reimbursement: Employees will be reimbursed actual and reasonable travel expenses pursuant to the Citywide travel reimbursement policy. The policy will not be changed to the detriment of employees without bargaining.

Section 7.6 Uniforms

- A. Uniforms Provided: The City shall provide all uniforms and equipment as required by the City. The City agrees to provide a duty weapon and all necessary duty rig accessories.
- B. Cleaning: The City shall provide for the care and cleaning of up to eight (8) uniforms per month. If an employee is assigned as a Detective, the employee's clothes worn will be cleaned, up to eight (8) sets per month, excluding the laundering and pressing of shirts. The City will pay for the cleaning of up to eight (8) uniforms per month for nonsworn employees, excluding the laundering and pressing of shirts.
- C. Clothing Allowance for Detectives: Employees assigned as a Detective requiring business-like attire will be paid five hundred (\$500) dollars per year clothing allowance. Regularly assigned undercover narcotics investigators shall receive two hundred and fifty (\$250) dollars per year clothing allowance. These allowances shall be payable to the employee upon appointment and annually thereafter. These allowances may be subject to a prorated refund to the City in the event an employee serves less than nine (9) months by the employee's choice.
- D. Damage: When a uniform is returned to the City because of wear or damage, it shall be replaced within two (2) weeks.
- E. Personal Items: The City agrees to repair or replace personal items of the employee damaged or destroyed while the employee is on duty, unless the damage is attributed to the negligence of the employee. The repair or replacement of personal items shall not exceed reasonable costs. Expensive items of jewelry or personal property which are over \$100.00 in value, excluding wedding rings and eyeglasses, will not be worn while on duty without prior approval, and shall not be subject to this Article.

Section 7.7 Tuition Assistance

- A. Tuition Aid Defined: Tuition aid is defined as full or partial payment or reimbursement of the costs of training sessions, classes or formal academic course work pursued on a part-time basis either during or after normal working hours.
- B. Travel Reimbursement: When an employee is assigned by the City to attend, on a part-time basis, designated courses either during or after regular working hours, the employee shall be reimbursed for all of the costs of course registration and necessary travel expenses. Employees will cooperate in pooling rides when such pooling is available.
- C. Tuition Aid: Tuition aid will be provided for one-half the cost of the course registration fee to employees who successfully complete classes with a grade of C or better, for the purpose of self-development, when such training will also be

beneficial to the employer as determined by the City. Presentation of the employee's grades from the school shall be sufficient proof. The petitioning employee shall submit request for tuition aid to the City for approval or disapproval prior to enrollment. The City's obligation shall be limited to the hourly tuition cost for an undergraduate degree course at Western Oregon University.

- D. Leave of Absence: In instances where the work of the employer will not be seriously handicapped by the temporary absence of an employee, a leave of absence without pay of appropriate duration may be granted by the governing body upon request. Request for such leave must be in writing. Leave granted under this section will normally not exceed one (1) year.

ARTICLE 8 – INSURANCE AND RETIREMENT

Section 8.1 Health Insurance and Dental Insurance

- A. For regular full-time employees, the City will pay up to
- Employee only \$276.50
 - Employee and Spouse \$521.10
 - Employee and Children \$457.29
 - Employee and Family \$638.09
- per month towards the purchase of medical, dental, life, short- and long-term disability insurance. Any cost in excess of the City's obligation shall be payroll deducted from the employee's paychecks.
- B. Each July 1 of this Agreement, the City's new contribution level will be adjusted to reflect the Portland CPI-W (Consumer Price Index) for the previous year (January-December) based upon the Total Annual Contribution amount. If benefit rates do not increase, but the Portland CPI-W increases, the contribution level will remain the same.
- C. For regular part-time employees, the City will pay up to \$276.50 per month towards the purchase of employee-only medical insurance, employee-only dental insurance, short-term disability, long-term disability, and life insurance. Any cost in excess of the City's obligation shall be payroll deducted from the employee's paychecks.
- D. The City will continue to provide an IRC Section 125 flexible spending account plan.
- E. The City currently provides health insurance through ODS Trust and dental insurance through Ameritas Life Insurance Company. The City may select a different plan or provider of benefits, which are on the whole substantially comparable to those currently provided. The City and the Association shall consult within fourteen (14) days of the City's written notice to an Association E-Board member, but need not bargain over a change in plan permitted by this article. If a change in benefits is not substantially comparable, then the Association may demand to bargain over the change.
- F. In each year of this Agreement, should the resulting cap be insufficient to prevent out-of-pocket cost by the employees, the Association shall have the following options available to it in order to ameliorate the impact of the cap:
1. The Association may opt to simply allow for payroll deductions for excess premium costs over the cap. Employees may participate in an IRS Section 125 account by appropriate payroll deductions.

2. The Association may adjust the insurance benefit in order to reduce its cost by implementing such changes as increasing deductibles or changing other levels of coverage.
3. The Association may opt to reduce the scheduled salary schedule increase as determined by Salary Schedule "A" that is attached hereto, by up to .5% to supplement the cap so that there is no out-of-pocket costs.
4. Recommend any combination of the above options.
5. The Association may make recommendations for carrier changes; however, any carrier change requires both the approval of the Association and the approval of the City Council.

Section 8.2 Life Insurance

The City agrees to provide \$40,000 24-hour life insurance protection to all regular full-time employees covered by this Agreement.

Section 8.3 Retirement:

- A. The City agrees to participate in Public Employees Retirement System for the classification of Police Officer. Effective July 1, 1986, the City shall pick up the Public Employees Retirement System contributions for each employee in the classification of Police Officer.
- B. After six (6) months employment, the City will contribute eleven (11%) percent over and above gross monthly pay into an IRC Section 401 qualified defined contribution plan for the classification of Police Support Specialist I and II, Community Services Officer, and Community Services Specialist.
- C. After six (6) months employment, the City will contribute eleven (11%) percent over and above gross monthly pay into an IRS Section 401 qualified defined contribution plan for the classification of "regular part-time" Police Support Specialist I and II, Community Services Officer, Community Services Specialist, and Property and Evidence Specialist.
- D. As of July 1, 1999, or the first month commencing at least thirty (30) days following execution of this Agreement, employees may contribute voluntarily to the deferred compensation plan administered for the City (currently the ICMA Trust or Nationwide). The City shall match up to six (6%) percent of the employee's gross salary. This Article shall not obligate the employee or the City to contribute more than twenty-five (25%) percent of wages or such other amount as is imposed as a maximum contribution by the Internal Revenue Code or the retirement plan.

Section 8.4 Workers Compensation

All employees are covered for accidents on the job under the state workers compensation law. When an employee must take time off by reason of an occupational disability or injury, the employee will receive workers compensation in accordance with state law.

In addition, for the first three (3) months following disability or injury, the City agrees to supplement the employee's workers compensation benefits up to the employee's regular salary after taxes. After three (3) months following a disability or injury, the employee may use accrued compensatory time, sick leave, or vacation time to supplement the employee's workers compensation benefits up to the employee's regular salary after taxes.

After the employee has exhausted accrued compensatory time, sick leave and vacation time, the employee will receive workers compensation and/or long term disability benefits without supplement. Nothing in this Article precludes the City from filling a position subject to the employee's statutory right to reinstatement provided, however, that if a reasonable medical probability exists that the employee will be able to return to work within one (1) year, the position will not be permanently filled.

Section 8.5 Long Term Disability Insurance

The City will pay the full premium to provide salary protection for long-term disability as a result of illness or injury to the employee. Employees shall be eligible for long-term disability coverage ninety (90) calendar days from the date of injury or disability. In addition, the City agrees to maintain the current short-term disability plan.

Section 8.6 Light Duty

The parties recognize that the nature of law enforcement restricts the City's ability to accommodate employees who, for medical reasons, are unable to perform all of the duties of a police officer. The City will accommodate an employee whose condition is time limited and recovery is certain and predictable, unless there is lawful reason to do otherwise. Each such accommodation shall be established with a fixed start and end date.

ARTICLE 9 – LEAVE WITH AND WITHOUT PAY

Section 9.1 Sick Leave

- A. Accrual: All employees accrue sick leave as an insurance against the impact of illness or injury. Sick leave shall accrue at the rate of 96 hours per calendar year and will be accrued at the rate of 3.7 hours of sick time per pay period (96 hours divided by 26 pay periods = 3.7). Accrual shall begin upon the commencement of the first full calendar month of employment. Unused sick leave shall accumulate to a maximum of 2520 hours. Part-time employees shall accrue sick leave on a pro-rata basis up to a maximum of 1260 hours.
- B. Use of Sick Leave: Employee may utilize their earned sick leave when unable to perform their work duties by reason of illness, injury or pregnancy, exposure to contagious disease under circumstances which the health of the employees with whom associated or members of the public necessarily deal with would be endangered by attendance of the employee.

Sick leave may be utilized for medical or dental appointments when, due to the employee's work schedule, the employee is unable to schedule such appointments outside of work hours. In this instance, appointments will be scheduled to minimize interference with the work schedule; it is recognized that each employee has the responsibility to make every effort to schedule appointments during off-duty hours. Sick leave may also be utilized in order to provide care for an ill or disabled member of the immediate family for up to two (2) consecutive days in order to make arrangements for alternative care providing, however, succeeding days off may be charged to vacation, compensatory time or holiday time, if necessary. Misuse of sick leave shall be grounds for discipline.

- C. Donation of Sick Leave: An employee may donate up to forty (40) hours of sick leave to another employee annually as approved by the Chief of Police or City Manager. The sick leave donated will be valued at the hourly rate of the donor.
- D. Substantiation: The City may require certification of a health care provider to substantiate that an illness or injury prevents the employee from working. Any required or requested certification shall be paid for by the City. Sick leave time exceeding one (1) week, except in cases of childbirth or adoption, may require evidence that the employee was under a health care provider's care unless the City has reason to believe that the absence qualifies for family leave under State or Federal law, in which case the City may ask for certification of a health care provider for any length of absence. When sick leave is used for family leave purposes, the leave will be counted against the employee's family leave entitlement. The employee may be required to have the employee's health care provider complete a medical certification form to support the use of sick leave running concurrently with family leave and to obtain a second and/or third opinion as provided by law.

- E. Should the employee be required to provide a certification or to obtain a second or third certification for family leave purposes, the employer shall bear the cost of such certifications. Employees may be required to provide a fitness for duty certification before returning from family leave, except in the case of childbirth or adoption, and only if the employee has taken leave for a serious health condition, or if the City believes the employee is not fit or may be unable to perform duties as assigned.

An employee who is absent for more than three (3) days in a family leave calculation year for the purpose of caring for a child who requires home care may be required to obtain certification to support any subsequent absence for this purpose. The certification of a health care provider cost incurred by the employee, if any, shall be paid by the City. Rights and responsibilities under this Agreement shall be construed in a manner that is consistent with the Federal and Oregon Family Leave laws.

- F. Bereavement Leave: Following a death in the employee's immediate family, the employee is entitled to a maximum of three (3) days bereavement leave with pay, plus two (2) additional days available chargeable to any accrued leave at the discretion of the Chief of Police. For the purpose of Article 9.1(F), the immediate family includes: Mother, Father, Son, Daughter, Sibling, Husband, Wife, Mother-in-law, Father-in-law, Sister-in-law, Brother-in-law, Grandchild, Grandparent, including the grandparent of any minor children residing in the immediate household, and other persons residing in the employee's immediate household.
- G. Sick Leave Without Pay: The City Council, upon recommendation of the City Manager, may authorize sick leave without pay not to exceed two (2) years duration or until such employee is released by the employee's health care provider, whichever comes first. Sick leave without pay shall not be granted until all earned sick leave has been exhausted.
- H. Reporting Absence: Any employee who is ill and unable to report to work shall make a reasonable effort to notify the employee's immediate supervisor at least one (1) hour prior to the employee's reporting time. In case of a continuing illness, the employee shall keep the employee's immediate supervisor advised of the employee's inability to report to work.
- I. Accrual Following Reinstatement or Recall: Any employee who is re-employed following a hearing or layoff shall have sick leave credits accrued during the previous employment restored in full if such re-employment occurs with the reinstatement period following the results of a hearing or within two (2) years from the layoff.
- J. Sick Leave on Retirement: Upon retirement of an employee, as provided by ORS 237.153 and the regulations established by the Oregon Public Employees Retirement System, fifty (50%) percent of an employee's unused sick leave shall be credited to retirement.

Section 9.2 Parental and Family Leave

Family leave may be taken pursuant to applicable State and Federal law. Generally these laws provide leave for the employee's own serious health condition, for the serious health condition of specified family members, for parental leave purposes, and to care for a child who needs home care but does not have a serious health condition.

While out on such leave, an employee shall utilize accumulated vacation time, compensatory time, and holiday in that order, and may utilize sick leave in accordance with Article 9.1(B) before or after taking other paid time. After using all paid time, the employee may take leave without pay unless State or Federal law requires otherwise and the employee requests otherwise in writing. Except as provided by law, family leave shall not exceed twelve (12) weeks without prior approval from the City. An additional twelve (12) weeks leave may be available for a female employee who needs pregnancy disability leave and, if the employee (male or female) utilizes family leave for parental leave purposes, additional leave may be available to care for a sick child who requires home care but does not have a serious health condition.

Except where otherwise required by law, all leaves including sick leave, vacation leave, leave for a workers compensation injury or illness, State and Federal family leave, will run concurrently and be counted against the employee's annual family leave entitlement when the leave is for a family leave purpose. If the leave is for a family leave purpose, the employee may be required to provide certifications of health care providers, including second and third opinions and fitness for duty certifications. It is up to the City to notify the employee that a leave is being counted against the employee's family leave entitlement. Any certification required by the City shall be paid for by the City.

Section 9.3 Other Leaves

- A. Absence With Pay: A regular employee shall be granted a leave of absence with pay for the following.
1. Service with jury;
 2. Appearance before a court, legislative committee or judicial or quasi-judicial body; except in any case where the Association or the employee is a complainant against the City, as a witness in response to a subpoena or other direction by proper authority.

Employees who are excused from jury service or court appearance before the end of the workday shall immediately report their availability for assignment to their supervisor and shall tender to the City any jury duty pay.

- B. Absence Without Pay: A regular employee may be granted leave of absence without pay when the work of the department will not be handicapped by this

absence. Requests for such leaves must be in writing and must establish justification for the approval by the Department Head or City Manager. Leaves of absence up to two (2) weeks without pay may be granted by the Department Head. Leaves of absences for longer than two (2) weeks must be approved by the City Manager.

- C. Military and Peace Corps Leave: Military and Peace Corps leave shall be granted in accordance with Oregon Revised Statutes and Federal law.
- D. Disability Accommodation: Additional leave without pay may be offered as a reasonable accommodation to an employee who is also a qualified individual with a disability, unless it would be an undue hardship on the City as required by the ADA. The City may impose conditions or restrictions as permitted by Oregon or Federal law.
- E. Failure to Return from Leave: Any employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence shall be considered as having resigned employment with the City and the position shall thereupon be declared vacated, except and unless the employee, prior to the expiration of the employee's leave of absence or as allowed by family leave laws, has furnished evidence that the employee is unable to return to work by reason of sickness, physical disability or other legitimate reasons beyond the control of the employee.
- F. Absence Without Leave: Except as allowed by family leave laws with respect to unanticipated need for family leave, an absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant or leave of absence under the provisions of this resolution shall be deemed to be an absence without leave. An employee who has an unanticipated need for family leave must comply with the notice requirements under State and/or Federal law. Any such absence shall be without pay and may subject an employee to disciplinary action.

ARTICLE 10 – VACATION AND HOLIDAYS

Section 10.1 Vacation

- A. Accrual for Regular Employees: Regular employees shall accrue vacation time on a monthly basis which shall vest after twelve months of continuous employment. After completion of the twelve months, the appropriate amount of vacation shall be credited to the regular employee. Regular employees shall earn vacation as follows:
1. From one (1) through two (2) years of employment at a rate of six point seven (6.7) hours per month of employment.
 2. Commencing with the third (3rd) year of employment at a rate of eight (8) hours per month of employment.
 3. Commencing with the fifth (5th) year of employment at a rate of ten (10) hours per month of employment.
 4. Commencing with the tenth (10th) year of employment at a rate of twelve (12) hours per month of employment.
 5. Commencing with the fifteenth (15th) year of employment at a rate of sixteen point seven (16.7) hours per month of employment.
- B. Accrual for Regular Part-Time Employees: “Regular part-time” employees shall accrue vacation in accordance with Article 1.2(C).
- C. Eligibility: All compensable hours and hours lost due to bona fide illness, accident or injury shall count toward years of service for vacation and annual leave eligibility.
- D. Maximum Accrual: An employee may accrue a maximum of 400 hours of vacation time. Any excess hours over 400 will be forfeited without compensation.
- E. Effect of Holidays: When an authorized holiday occurs during the vacation period, such day shall be observed as a holiday and not be deducted from earned vacation.
- F. Effect of Separation: Any vacation owed to a terminating employee shall be added to the employee’s final pay.

- G. Pay for Vacation: An employee, subject to availability of funds and Chief of Police approval, may elect to receive 40 hours of pay in lieu of 40 hours of vacation if such pay is taken concurrently with 40 hours of accrued leave.
- H. 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 time 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 the employee chooses to use at some time during the fiscal year the full amount of the vacation credit which the employee could accumulate in twelve (12) months of continuous service.

Vacation time shall be selected on the basis of seniority provided, however, that employees will be permitted to exercise their right of seniority only once annually for one (1) block of time period. Thereafter, conflicting requests for the same vacation time shall be resolved on the basis of prior scheduling. Each employee must make a good faith effort to schedule at least one (1) block of time, at least one (1) week off, during each year.

One officer per team will be allowed to be on vacation at any one time unless more are approved by the Chief or designee. This limitation shall not apply if an officer with previously approved vacation is switched to a different team provided, however, that vacation may be disapproved or canceled in the event of a staff reduction or an unforeseen emergency.

- I. Concurrent Leaves: If the leave is for a qualified State or Federal family leave purpose, all leaves of absence, no matter how classified, shall be counted against the employee's family leave entitlement. In such a case, upon request, the employee shall provide health care provider certifications, including second and third opinions and fitness for duty certifications, as provided by family leave laws.

Section 10.2 Sworn Employees' Holidays

- A. Holidays: Sworn police officers assigned to the patrol division shall be entitled to take twelve (12) paid floating holidays off per fiscal year.
 - 1. A member assigned to a twelve (12) hour Shift will earn twelve (12) hours of floating holiday time off per month.
 - 2. A member assigned to a ten (10) hour Shift will earn ten (10) hours of floating holiday time off per month.
 - 3. A member assigned to an eight (8) hour Shift will earn eight (8) hours of floating holiday time off per month.

Holiday time off may be scheduled and approved up to ninety (90) days in advance on a first come, first serve basis. Employee may not accrue more than twenty-four (24) hours of holiday time.

- B. Scheduling: Holiday scheduling is an employee responsibility. Employees will schedule holidays in good faith based on days available with supervisor's approval, which could be withheld only to meet operational and staffing needs. Holiday time off not taken in accordance with this Article will be lost unless not taken or canceled by the department for operational reasons, in which case it will be paid.

Section 10.3 Other Employee Holidays

- A. The following shall be recognized and observed as guaranteed paid holidays for all employees assigned to Police Support Specialists and any other employees in the bargaining unit, other than sworn officers. On these holidays, the business office will normally be closed. Detectives, SRO, CSO, and CSS and any other nonsworn personnel will take these days off. The two additional personal leave days will be treated as set forth below.

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

- B. Personal Leave: In addition to the above authorized holidays, employees described in 10.3, above, shall receive 16 hours of Personal Leave per fiscal year. Personal Leave will be granted on July 1st of each fiscal year and must be utilized by June 30th of the same fiscal year. Personal leave may be taken in one-hour increments. Employees are to request time off with their supervisor in advance. Time off will be granted on the basis for each unit of time off requested; an equal amount of time must be given, (example: for one-hour off, one-hour advance notice must be given, two-hours off, two-hours advance notice, etc.). Personal leave may not be carried over to the following fiscal year or credited to another type of leave. Personal leave days are not compensable and are not paid at separation.

Section 10.4 Weekend Holiday

For non-sworn employees, Detectives and SRO's, whenever a holiday falls on Saturday, the preceding Friday shall be considered to be the holiday. Whenever a holiday falls on Sunday, the following Monday shall be considered to be the holiday.

Whenever a holiday falls during paid vacation, paid sick leave or other paid leave, the holiday shall be observed and no charge shall be made against the employee's paid leave account for that day.

Section 10.5 Holiday Pay

For non-sworn personnel, work performed on holidays which falls within the employee's work week shall be considered as overtime work and shall be compensated in the same manner as overtime. For purposes of holiday compensation, an employee whose shift begins on the holiday shall receive holiday pay for the full regular shift.

ARTICLE 11 – PROBATION

An appointment shall be made as a probationary employee. The probationary period for sworn personnel may be any time period up to eighteen (18) months, and may be extended beyond eighteen (18) months if mutually agreed to by the Police Chief and the Association. The total probationary period for sworn personnel shall not exceed twenty-four (24) months. Non-sworn personnel shall serve a probationary period of up to twelve (12) months.

The probationary period shall be a part of the examining process and determine the qualifications of the candidate. The probationary employee is an employee at will and may be disciplined, suspended or discharged without cause and without appeal at any time during the probationary period. Article 17 of this Agreement does not apply to the probationary employee.

ARTICLE 12 – SENIORITY

Section 12.1 Seniority

- A. Seniority Defined: Seniority is determined by the length of an employee's service with the Police Department in the bargaining unit. The length of an employee's service in the employee's current classification determines seniority for the purpose of shift bidding.
- B. Seniority List: The City shall provide each employee with a copy of the seniority list on July 1 of each year.

Section 12.2 Layoff and Recall

- A. Layoff: The City may lay off an employee when the City determines it necessary to abolish a position or that a shortage of funds or work exists. Layoff shall be by specific job classification and shall be in ascending order (bottom to top) of an employee's seniority. An employee shall be given notice at least fifteen (15) days before the effective date stating the reasons for the layoff.
- B. Recall: Employees shall be recalled from layoff in their classification according to their seniority in that classification. No new employees shall be hired in one of the classifications until all employees in that classification on layoff status desiring to return to work have been recalled.
- C. Layoff List: Layoff status shall be maintained for a two (2) year period. It shall be the obligation of the employee to maintain a current address with the City during this period.
- D. Bumping: A bargaining unit member scheduled to be laid off may utilize seniority to bump a less senior bargaining unit member in a lower classification and move to a different classification if the bargaining unit member is presently qualified and certified to perform, immediately, all of the duties and responsibilities of the different classification.

Section 12.3 Continuity of Service

Service requirements for advancement within salary range, extended steps, holidays and vacation shall be based upon continuous and total service as a regular employee.

- A. Leaves of absence without pay of thirty (30) working days or less, and leaves with pay, shall not interrupt continuous service nor be deducted from total service.
- B. Leaves of absence without pay in excess of thirty (30) working days, except for extended military leave, shall be deducted in computing total service but shall not serve to interrupt continuous service.

C. All unauthorized absences without leave shall be grounds for disciplinary action.

ARTICLE 13 – USE OF ALCOHOL AND DRUGS

Section 13.1 Policy

The City considers its employees to be its most valuable asset and is concerned about their safety, health and well being. The misuse of alcohol and other drugs can impair employee performance and general physical and mental health, and may jeopardize the safety of co-workers and the general public. The City is committed to maintaining a safe and health work place for all employees by identifying the misuse of alcohol and drugs and assisting employees to overcome these problems through appropriate treatment and, if necessary, disciplinary action. The presence or treatment of a substance use problem will not excuse an employee from meeting performance, safety or attendance standards or following other City instructions.

The parties also recognize the City's responsibilities pursuant to the Drug Free Work Place Act of 1988. The Association and the City acknowledge that employees shall not report to work under the influence of intoxicating liquor or illegal drugs. All employees understand that the use, sale, possession, manufacture, distribution and/or dispensing by an employee of an intoxicating liquor, controlled or illegal substance, or a drug not medically authorized, or any other substances which impair job performance or pose a hazard to the safety and welfare of the employee, other employees or the public is strictly prohibited, except for alcohol or medically prescribed controlled substances off-duty, and possession of controlled substances while in the course and scope of employment and the possession of seized evidence while on-duty. The parties recognize that conduct in violation of this policy may result in disciplinary action and/or criminal investigation if appropriate. This policy will be enforced and administered in a manner which is consistent with the value statements set forth in this section.

Section 13.2 Employee Assistance Program

The City will select a health counseling or other appropriate service provider to assist any employee and pay the cost of any such services when such services are not within the coverage provided in the City's health insurance plan. The City shall be under no obligation to continue to pay such costs when an employee fails to adhere to the treatment plan.

Section 13.3 Employee Education

The City will afford employees an opportunity to deal with drug and alcohol related problems. The City's Human Resources Office maintains information relating to the hazards of and treatment for drug and alcohol related problems. Any employee may seek advice, information and assistance voluntarily. Medical confidentiality will be maintained, consistent with this policy.

Section 13.4 Reports of Permitted Use

Each employee must report the use of medically authorized drugs or other substances which the employee knows or should know can impair job performance to the immediate supervisor and provide proper written medical authorization to work from a physician while using such authorized drugs. It is the employee's responsibility to determine from the physician

whether or not the prescribed drug would impair job performance. Any failure to report the use of such drugs or other substances, or failure to provide proper evidence of medical authorization, can result in disciplinary action.

Section 13.5 Reports of Drug Conviction

Each employee must report facts and circumstances to the Police Chief no later than five (5) days after conviction for violating any criminal drug statute.

Section 13.6 Prohibited Conduct

The following conduct is prohibited:

- A. The buying, selling or providing, or possession for the purpose of buying, selling or providing controlled substances including marijuana while on City property or in City vehicles or equipment, or during work hours including paid rest and meal periods.
- B. Being at work under the influence of alcoholic intoxicants. Consuming alcoholic intoxicants while in City vehicles or equipment at any time during work hours including paid rest and meal periods. Reporting to work when the employee knew or should have known that alcohol was present on the employee's breath.
- C. Possession of any controlled substance including marijuana (but excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse) while on City property or in City vehicles or equipment at any time during work hours, including paid rest and meal periods.
- D. Being at work under the influence of any controlled substance, including marijuana, or having such substances "present in the body" (excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse) while on City property or in City vehicles or equipment at any time during work hours, including paid rest and meal periods. An employee has a controlled substance "present in the body" when the employee tests "positive" in any blood or urine test administered. An employee shall be deemed to test "positive" for cannabinoids (marijuana or hashish) if the employee's urine test indicates fifty (50) or more nanograms THC metabolites/ml.
- E. For purposes of this Article, the term "controlled substance" shall be defined in accordance with ORS 475.005(6).

Section 13.7 Under the Influence

The term "under the influence" of controlled substances, including marijuana or alcoholic intoxicants, covers not only all the well-known and easily recognized conditions and degrees of impairment and intoxication, but any perceptible abnormal mental or physical condition which is

the result of indulging to any degree in controlled substances, marijuana or alcoholic intoxicants which perceptibly tend to deprive the use of that clearness of intellect and control the employee would otherwise possess.

Section 13.8 Discipline and Other Action

- A. Except as described in paragraph "B" of this section, prohibited conduct described in Sections 13.6(A), (C) and (D) above shall result in termination. Prohibited conduct described in Section 13.6(B) shall result in actions specified in Section 13.10 below.
- B. Employees found to have committed prohibited conduct described in Section 13.6(D) as a direct result of undercover police work assignments shall be subject to the requirements of Section 13.10 of this Article.

Section 13.9 Mandatory Testing

- A. Where the City has a reasonable suspicion that an employee is under the influence of any alcoholic intoxicants or controlled substances, including marijuana, or has a control substance including marijuana present in the body, the City may require that the employee immediately consent and submit to field impairment tests, blood, urine or breathalyzer test or any combination thereof. The City shall pay for the costs of the tests. A refusal to consent and submit to any of these tests shall subject an employee to immediate termination, subject only to such procedural safeguards as are required by law.
- B. When the employee is notified that the employee is required to consent and submit to such tests or searches as described in Section 13.12 of this Article, the employee may request the presence of an Association representative to witness the tests or searches. The test or searches may not be unduly delayed in order to wait for a representative. The absence of a representative shall not be grounds for the employee to refuse to consent and submit to such tests or searches. The presence of a representative shall not disrupt or interfere with the tests or searches.
- C. Before a supervisor, acting on behalf of the City under this policy, may require an employee to consent and submit to any test(s) specified in this section, the supervisor must first obtain concurrence from the supervisor's Department Head or designee that the information available to the City about the subject employee is sufficient to determine reasonable suspicion that prohibited conduct will be established as a result of such test(s).
- D. The employee shall give consent to a blood, urine or breathalyzer test by signing a consent form. The form shall contain the following information:
 - 1. Employee's consent to release test results to the City;

2. The procedure for confirming an initial positive test result for a controlled substance, including marijuana;
 3. The consequences of a confirmed positive test result for a controlled substance, including marijuana;
 4. The consequences of a positive test for alcohol, including one at or above .08%;
 5. A listing provided by the employee of legally prescribed and over-the-counter medications which may be in the employee's body;
 6. The right to explain a confirmed positive test result for a controlled substance, including marijuana, or a positive test for alcohol;
 7. The consequences of refusing to consent to the blood, urine or breathalyzer test.
- E. In the event that the blood or urine test results are positive for controlled substance(s) including marijuana, the city shall require that a second confirmatory test from the same sample be conducted, using gas chromatography mass spectrograph techniques or equivalent, which also must be positive before concluding the employee has such substance(s) present in the employee's body.
- F. If a blood or confirmed urine test is positive, the City will instruct the laboratory to retain the blood or urine sample for a period of not less than thirty (30) calendar days from the date the tests are complete for the purpose of allowing the employee to conduct an independent test at the employee's own expense at a laboratory approved by the City.
- G. The procedure followed under this Article to obtain, handle and store blood and urine samples and to conduct laboratory tests shall be documented to establish procedural integrity and chain of evidence. Such procedures shall be administered with due regard for the employee's privacy and the need to maintain the confidentiality of test results to an extent which is not inconsistent with the needs of this policy. The employee shall be notified of the results of all tests conducted pursuant to this policy.

Section 13.10 Consequences of Test Results

- A. Test results which do not positively establish that the employee has engaged in prohibited conduct as described in Sections 13.6(B) or 13.6(D) of this Article shall result in no further action against the employee related to an alleged violation of those sections. The employee shall be informed of such test results.

- B. If an employee who has not previously committed prohibited conduct specified in Sections 13.6(B) or 13.6(E) as a direct result of undercover police work assignments referenced in Section 13.8(B) is found to have committed such prohibited conduct, the employee shall immediately submit to a medical or psychological evaluation, or both, by a doctor selected and paid by the City. The evaluation will determine the extent of the employee's use of, and dependence on, the applicable substance(s) and, if necessary, recommend an appropriate program of treatment, including but not limited to rehabilitation and counseling to prevent future use. If a program of treatment is recommended by a medical health care professional, the employee shall enroll in it immediately. Failure by the employee to enroll in the recommended program or to complete it successfully shall result in their termination from employment.
- C. If an employee has previously committed prohibited conduct specified in Sections 13.6(B) or 13.6(D) as a direct result of undercover police work assignments, and subsequently is found to have committed such prohibited conduct a second time within three (3) years, the employee shall be terminated. The level of discipline imposed for subsequent instances of such prohibited conduct beyond three (3) years may be termination but shall be determined on a case by case basis.

Section 13.11 Voluntary Rehabilitation

- A. The primary objectives of the City's drug and alcohol policy are to maintain employee performance and good health and a safe work environment. If, prior to a requirement by the City that the employee submit to any of the tests specified in Section 13.9 of this Article, the employee notifies a supervisor that they have drug or alcohol problems that require treatment, then in that event the employee shall immediately submit to a medical or psychological evaluation, or both, by a doctor selected and paid by the City and shall enroll in a treatment program recommended by the doctor.
- B. If an employee has previously enrolled in voluntary rehabilitative treatment described in sub-section A and subsequently again volunteers for such treatment in advance of being required to submit to any of the tests specified in Section 13.9 of this Article, then the employee shall immediately submit to a medical or psychological evaluation, or both, by a doctor or psychiatrist/psychologist selected and paid by the City and shall successfully complete the treatment program recommended by the doctor. If the employee fails to complete the treatment program successfully, the employee shall be terminated.

Section 13.12 Searches

The City reserves the right to conduct searches for any reason of City equipment or facilities generally; and may search any thing or area in which the employee has an expectation of privacy (i.e. desk or locker or clothing or personal property) to the extent permitted by the law. Refusal by the employee to submit to a lawful search shall result in termination.

Section 13.13 Consequences of Search Results

- A. Searches which do not reveal the presence of alcohol or controlled substances, including marijuana (but excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse), shall result in no further action against the employee related to an alleged violation of Section 13.6(C). The employee shall be informed of such search results.
- B. Searches which reveal the presence of alcohol or controlled substances, including marijuana (but excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse), shall result in those consequences specified in Sections 13.8, 13.10(B) or 13.10(C) as though a positive blood or confirmed urine test had been administered.

ARTICLE 14 – COMPLAINTS, INVESTIGATIONS AND DISCIPLINE

Section 14.1 Complaints, Investigations and Discipline

All discipline and termination actions shall be only for just cause using the principles of progressive discipline and adhering to the procedure set forth in Chapters 8 and 9 of the Keizer Police Department Policies and Procedures, hereto attached in Appendix B and Appendix C. Chapters 8 and 9 shall not be changed without bargaining.

ARTICLE 15 – PERSONNEL RECORDS

Section 15.1 Personnel Record

The City shall maintain a personnel record of each employee in the City service. This record shall be the official record of the City and shall contain copies of all official reports, memos, letters, personnel actions, etc., relating to the employee's performance and employment status.

Section 15.2 Inspection of Record

An employee may inspect the contents of the employee's personnel record, except for confidential reports from previous employers, upon the employee's oral request to do so. An employee's official representative, with the permission of the employee, may inspect all records pertaining to the employee except confidential reports from previous employers. Should the employee's personnel record contain a psychological or psychiatric report which could be harmful for the employee to review, the City may elect to disclose the report to the employee's physician of choice.

Section 15.3 Critical Entries

No disciplinary action, evaluation document, or complaint will be placed into an employee's personnel file without a copy being provided to the employee. Normally, the employee will be asked to acknowledge receipt of a copy by affixing the employee's signature to the file copy. Such a signature is not to be construed as indicating agreement with the contents thereof.

Section 15.4 Rebuttal Material

If an employee believes that there is material in the personnel record which is incorrect or derogatory, the employee shall be entitled to prepare in writing an explanation or opinion regarding the particular material, and this shall be included as a part of the personnel record. If the employee believes that such specific information should be removed entirely from the files, the employee may petition for such consideration to the City.

Section 15.5 Entries Dated

Each entry into the employee's personnel file shall be dated.

Section 15.6 Removal

An employee may request the removal of disciplinary documents from the employee's personnel file at any time. Any such request shall be made to the Chief and may be appealed to the City Manager.

ARTICLE 16 – GRIEVANCE PROCEDURE

Section 16.1 Grievance Procedure

Grievance, for the purpose of this Agreement, is defined as a dispute regarding the meaning or interpretation of a particular clause of this Agreement or regarding an alleged violation of this Agreement. Such grievance shall be settled in the following manner:

Step One: Should an employee believe that an employee's rights under this Agreement have been violated, within fourteen (14) calendar days of the date of such grievance or knowledge thereof, the employee shall report the matter in writing to the employee's immediate supervisor. The written grievance shall be on a form approved by the City and Association and shall include:

1. A statement of the grievance and relevant facts;
2. Provision of the Agreement violated; and
1. Remedy sought.

Within fourteen (14) calendar days after receipt of such report, the immediate supervisor shall attempt to resolve the matter and submit an answer in writing to the employee.

Step Two: If the grievance still remains unsettled, within fourteen (14) calendar days after the reply of the immediate supervisor is received or the date that such reply is due, the employee may submit the grievance in writing to the Police Chief. The Chief shall respond in writing to the employee within fourteen (14) calendar days.

Step Three: If the grievance still remains unresolved, within fourteen (14) calendar days, the employee may submit the matter in writing to the City Manager. The City Manager shall respond in writing to the employee within fourteen (14) calendar days.

Step Four: If the grievance still remains unsettled, within ten (10) days after the reply of the City Manager is due, the Association may serve written notice to the City Manager of the Association's intention to arbitrate the grievance.

After the grievance has been so submitted, the Association may request from the Oregon Employment Relations Board a list of seven (7) arbitrators. The parties shall select an arbitrator from the list by alternatively striking a name, with the first strike being determined by lot. The final name left on the list shall be the arbitrator. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, add to or detract from the terms of the contract. The arbitrator's decision shall be within the scope and terms of the contract and in writing including detailed findings and conclusions, together with an explanation of the reasoning utilized in making the decision. The arbitrator shall be asked to submit their decision within thirty (30) days of the date of the hearing.

Section 16.2 Cost of Arbitrator

Each party shall be responsible for paying the costs of presenting its own case in arbitration, including the payment of witness fees, if any. The cost for the arbitrator, court reporter (if any), and the hearing room shall be borne by the losing party. The arbitrator shall designate the "losing party." The arbitrator's designation of the "losing party" shall be final and binding.

Section 16.3 Time Limits

Any or all time limits specified in the grievance procedure may be waived by mutual written consent of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to respond within the time limit shall permit the grievance to proceed to the next step. The grievance may be terminated at any time upon receipt of a signed statement from the employee that the matter has been resolved through Step Three of the Grievance Procedure.

ARTICLE 17 – SAVINGS CLAUSE

Should any article, section or portion of this Agreement be held unlawful and unenforceable by final order of any court of competent jurisdiction or administrative agency having jurisdiction over the subject matter, or by legislation of the State of Oregon or federal government, such decision or legislation shall apply only to the specific article, section or portion thereof directly affected. Upon issuance of any such decision or legislation, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

ARTICLE 18 – TERM OF AGREEMENT

Section 18.1 Term of Agreement

Any specified Article or Articles of this Agreement may be opened for negotiation by mutual written consent of both parties at any time during the life of the Agreement.

This Agreement commences on **July 1, 2001**, and terminates on **June 30, 2003**. The parties will commence negotiations on or about January 1, 2003. This Agreement will remain in full force and effect during the period of negotiations.

CITY OF KEIZER, OREGON

KEIZER POLICE ASSOCIATION

Chris Eppley Date
City Manager

David LeDay Date
President

H. Marc Adams Date
Chief of Police

Jeffrey Johnson Date
Vice President

APPENDIX - A

MONTHLY SALARY SCHEDULE

Effective July 1, 2001											
Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
13	Police Support Specialist I	2,152	2,216	2,283	2,351	2,422	2,494	2,569	2,646	2,726	2,808
15	Police Support Specialist II	2,372	2,443	2,517	2,592	2,670	2,750	2,833	2,918	3,005	3,095
16	Property & Evidence Specialist	2,491	2,566	2,643	2,722	2,804	2,888	2,974	3,064	3,155	3,250
17	Community Services Specialist Community Services Officer	2,615	2,694	2,775	2,858	2,944	3,032	3,123	3,217	3,313	3,413
21	Police Officer	3,179	3,275	3,373	3,474	3,578	3,685	3,796	3,910	4,027	4,148

The Salary Schedule for fiscal year 2002-2003 shall be adjusted by the percentage change in the Portland, Oregon, Urban Wage Earners and Clerical Workers Index (CPI-W) for the calendar year 2001.

APPENDIX - B

CHAPTER 8

COMPLAINTS AND INVESTIGATIONS

8.00.00 PURPOSE. It is essential that public confidence be maintained in the ability of the department to investigate incidents and properly adjudicate complaints against its members, determine the facts, ensure accountability and correct deficiencies. The department explains facts and circumstances determined by the investigation, subject to public disclosure, to assist the citizen complainant and the public to understand proper police procedures when officers are exonerated. Additionally, the Chief of Police has the responsibility to discipline those members whose conduct is determined to be improper, discredits the department, impairs its effective law enforcement operations, or constitutes a violation of department policy, procedure or law.

8.01.00 POLICY. The department accepts complaints against its members and will fully investigate each. Investigations shall be conducted in a fair and impartial manner with truth as the primary objective. The rights of employees and the public must be preserved. Investigations of complaints and serious incidents are conducted to provide accountability to the public and to provide protection to the falsely accused employee, assess training needs, facilitate reevaluation, or instigate formulation of departmental policies and procedures.

8.02.00 RECEIVING COMPLAINTS CONCERNING OFFICIAL CONDUCT. Complaints may be received by telephone, letter or in person. It is preferred, however, that complaints be received in person by a supervisor. Supervisors may attempt to resolve complaints that fall within their scope of authority.

8.02.01 CITIZEN COMPLAINTS. Any citizen who wishes to file a complaint against a department member shall not be dissuaded to do so and will be informed of the manner in which this may be done.

8.02.02 CITIZEN COMPLAINT STATEMENT AND PROCEDURES. When a citizen wishes to file a complaint, a supervisor receiving the complaint shall:

- A. Request the complainant to complete a "Citizen Complaint Statement" (see Attachment A).
 1. If complainant declines to complete the Citizen Complaint Statement, the supervisor receiving the complaint shall note that fact and document all relevant facts.

2. Anonymous complaints may be accepted if there appears to be merit; however, the citizen should be encouraged to file a signed statement.
 3. Third party complaints will be accepted if, after review by the supervisor, it is decided that there is reasonable suspicion to believe that a violation of department policy or of law has occurred.
- B. Request the identity of the complainant and any witnesses, including addresses and phone numbers, in each case.
 - C. Maintain confidentiality if requested by the complainant.
 - D. Mark the Citizen Complaint Statement form and/or memorandums regarding the matter "confidential" and forward to the Chief of Police prior to any active investigation of the complaint.
 - E. After completion of the investigation, the citizen shall be notified as to the final disposition of their complaint, if subject to public disclosure.

8.02.03 RECEIVING A COMPLAINT BY A DEPARTMENT MEMBER. Any department member who has reason to believe that another member has violated a law, order, rule, directive or procedure shall discuss the matter with a supervisor.

8.03.00 COMPLAINT PROCESS. Complaints regarding any department member (whether originating from a citizen, fellow member, supervisor/commander, or another agency) shall be referred to a supervisor or the Chief of Police. Depending on the nature of the allegations and range of possible outcomes, the matter may be handled by a supervisor. Serious matters that could result in suspension or discharge will be referred to the Chief of Police who will review the complaint and initiate an investigation using Department personnel or outside assistance to investigate. Initially, each investigation will be categorized by the Chief of Police as either an **Administrative Inquiry** or an **Internal Affairs Investigation**. *All internal investigations shall be treated as confidential.*

8.03.01 ADMINISTRATIVE INQUIRIES. Administrative Inquiries involve investigations into minor policy or procedural infractions by members, or into serious incidents which warrant complete investigation and documentation. These shall not be considered "Internal Affairs Investigations". Administrative inquiries concern matters which, experience and common sense indicate, are subject to resolution at the supervisor/commander level and **are not intended** to lead to suspension, demotion or discharge.

8.03.02 INTERNAL AFFAIRS INVESTIGATIONS. Internal Affairs Investigations involve investigations of a charge of more serious misconduct. Supervisory and command personnel are expected to investigate complaints of events of a potentially

serious nature which come to their attention. The degree to which a supervisor/commanding officer investigates a charge of misconduct will depend on the immediate circumstances. The supervisor or commanding officer must determine the propriety of conducting the investigation.

If a supervisor believes the circumstances warrant, the Chief of Police will be contacted prior to commencing an investigation of a charge of more serious misconduct. Results of the investigation by the supervisor will be forwarded to the Chief of Police who will determine what further action is warranted.

8.03.03 WRITTEN REPORTS BY DEPARTMENT MEMBERS. Members involved in significant incidents may be interviewed by Department investigators and provide a brief statement. In order to preserve and protect the scene, apprehend suspects, and protect officers and the public, the involved member will provide the brief statement prior to leaving work. Those members will be given the right to consult Association or attorney representation prior to any further oral or written statement. The investigator who interviews the member will prepare a report of that interview. Supervisors will review the written report and ensure that all relevant issues have been addressed. Where a report is found to be deficient, it will be returned to the investigator with direction to cover additional points.

8.03.04 DUTY STATUS OF DEPARTMENT MEMBERS. At the discretion of a supervisor or the Chief of Police, members may be relieved from duty with pay pending the outcome of the complaint process. This action is administrative and does not constitute discipline.

8.04.00 INVESTIGATIONS. Every complaint shall be investigated to determine the facts involved. If there appears to be justification for the complaint, the investigation will continue until all the facts are collected. Personnel conducting Administrative Inquiries shall analyze the complaint and conduct such inquiries as may be required. Supervisors may direct administrative relief from duty pending completion of an investigation, or take or recommend appropriate disciplinary action upon completion of an Administrative Inquiry. Supervisors will refer to the Chief of Police those complaints that would be more appropriately handled through the Internal Affairs Investigation category.

Complaints that appear to warrant suspension without pay, criminal charges, dismissal, or if it appears such action is likely to result from further investigation or internal proceedings then the complaints shall be referred by the supervisor to the Chief of Police. If it becomes apparent that there is reasonable cause to believe a member has committed a crime or violation of law, or as soon as it is determined that a member may have committed a crime, or in any instance involving a police related death, the available information will be presented to the Chief of Police who shall determine how the investigation will proceed. The Chief of Police will determine whether the department will retain investigative responsibility or refer the investigation to an outside agency.

8.04.01 MEMBER RESPONSIBILITIES. A member under investigation for non-criminal misconduct may be required to meet with a supervisor or an Internal Affairs investigator for an interview when a formal complaint has been filed against the member and such member has been notified of the complaint. When to so does not jeopardize the interests of the City, at least 24 hours notice will be given, including right to Association representation. Other employees will also be interviewed as appropriate.

Members will cooperate with the internal investigation process and answer fully all questions which they may be asked regarding an Internal Affairs investigation. At the same time, no employee shall be deprived of any rights or freedoms afforded any ordinary citizen by the United States Constitution or by laws of the State of Oregon.

8.04.02 INTERNAL AFFAIRS INVESTIGATION PROCEDURES. Only the Chief of Police may initiate an Internal Affairs investigation.

- A. The Chief of Police, or the Internal Affairs investigator at the Chief's direction, shall cause the accused member to be notified of the investigation in a timely manner. This will be done by distribution of one copy of the complaint, provided the allegations are not criminal in nature and such notification will not hinder the investigation. It will also include any other witness statements or reports which state facts on which the charges are based, unless to do so will compromise the investigation. This notification shall include the nature of the investigation and, if and when known, whether the member is a witness or suspect. The member will be informed of other information necessary to reasonably describe the nature of the allegations under investigation. Information will be provided at least 24 hours prior to interview.
- B. Prior to the interview, if the subject under investigation concerns potential discipline against the member, the investigator shall advise the member of the following:
 - 1. The nature and circumstances of the subject matter of the interview, and the right of the employee and their representative to clarify questions.
 - 2. The member may suggest witnesses and evidence favorable to such member.
 - 3. The member under investigation may tape record any and all portions of the interview.
 - 4. Failure to cooperate with the investigation may subject the member to disciplinary action.

- C. Interviews will be conducted when the member is on duty unless the seriousness of the investigation or other circumstances dictates otherwise. Ordinarily, interviews will take place at the police department office. The nature of the situation or the need for a walk-through or re-enactment may necessitate another location.
- D. The member may have a union representative present to witness the interview provided the representative does not interfere with the interview. The union representative shall not interfere with the interview and shall conduct him/herself as described in Section 8.04.05.
- E. Interviews shall be conducted under circumstances conducive to obtaining an accurate account of what transpired and with due regard for the physical and emotional needs of the member. At all times, members subject to investigation shall be treated as the investigator would wish to be treated were the investigator subject to inquiry. For example, interviews shall not be unreasonably lengthy and the member shall be entitled to reasonable intermissions for personal necessities, telephone calls and rest periods. Interviews shall be limited in scope to activities, circumstances, events, conduct or matters that pertain to the subject of the investigation. Interviews shall be devoid of coercion and intimidation.
- F. The complete interview of a member may be recorded consistent with applicable laws. If a tape recording is made of the interview, a member under investigation shall have access to the tape after request. If a transcription of the taped interview is made, the member under investigation shall be provided a copy of the transcription. A member under investigation may use a personal recording device and record any aspect of an interview.
- G. A member of the department shall not be subject to having the member's residence, private place of business, or personally owned private vehicle searched without the member's consent unless a valid search warrant has been obtained.

8.04.03 COMPLAINTS OF CRIMINAL ACTIVITY. Complaints against members, which allege a criminal violation, will be investigated as any other criminal matter. During the investigative process, the member involved may be reassigned or administratively suspended with or without pay, and not as discipline, at the discretion of the Chief of Police. Administrative suspension without pay will occur only in those instances when the Chief of Police determines that continuation of pay to the member under the circumstances is not in the public interest and could subject the department to criticism. An employee facing criminal charges may request suspension without pay pending a resolution of the charges. Members under criminal investigation will be afforded the same rights as any other suspect. Once the criminal investigation is complete, an Internal Affairs investigation or disciplinary process may be initiated. If

appropriate, an Internal Affairs investigation may be conducted contemporaneously with a criminal investigation.

8.04.04 ADVISE OF RIGHTS. In the event a member is identified as a criminal suspect, the employee shall be so advised. In this circumstance, "The Warning and Assurance to an Employee Requested to Provide Information on a Voluntary Basis" (see Attachment B) may be used. A member who is not a criminal suspect but who refuses to make a statement may be subject to discipline.

If a member who is a criminal suspect or who exercises Fifth Amendment rights not to incriminate himself is ordered to submit a report or answer questions under these policies, the responses may not be used against the officer in criminal proceedings (Garrity v. New Jersey, 385 U.S. 493 (1967)). A "Warning and Assurance to Employee Required to Provide Information" (see Attachment C) shall be used. Where a statement is obtained based on the Garrity procedure, care shall be taken to ensure that confidentiality of the statement is maintained. It shall not be shown or communicated by the Internal Affairs investigator to any person except the Chief of Police for so long as a criminal investigation is ongoing.

8.04.05 UNION REPRESENTATION. An Internal Affairs investigation is an administrative matter. A member involved has the right to meet with or seek advice from a union representative prior to an interview if the member reasonably believes he/she may be subject to discipline.

- A. In such case, if the member appropriately requests the union representative and does not waive that right, the Internal Affairs investigator may:
 - 1. Grant the request and defer the interview until a union representative is present. The schedule of such representative will be reasonably accommodated.
 - 2. Give the member a choice of having the interview without union representation or having no interview at all.
- B. The role of the union representative, if present at an interview of a department member, is limited as follows:
 - 1. The representative may inquire at the outset of the interview regarding its purpose including inquiring about the general subject matter of the questioning to follow.
 - 2. During the questioning of the employee by the employer, the representative may participate only to the extent of seeking clarification of questions.

3. After the employer has completed the questioning of the employee, the representative may ask the employee questions designed to clarify previous answers or to elicit further relevant information.
4. Before the end of the meeting, the representative may suggest to the employer other witnesses to interview and may describe relevant practices, prior situations or mitigating factors that could have some bearing on the employer's deliberations concerning discipline.

If an employee refuses to participate in an interview and the purpose of the interview does not relate to discipline of that employee or the employee's belief that discipline, which may result, is not reasonable, the investigator shall so inform the employee. The employee's failure to proceed under such circumstances may lead to discipline.

8.04.06 INVESTIGATION REPORTS. All information developed during an investigation is to be treated by the Internal Affairs investigators with the strictest confidence. Upon completion of the investigation, a complete written report shall be submitted to the Chief of Police, and investigated employee, which shall include but not be limited to:

- A. Summary of the investigation.
- B. The original and all subsequent statements of the complainant.
- C. Statements of involved personnel.
- D. Statements of all witnesses.
- E. Description and analysis of all evidence which clarified what the physical evidence tends to prove.
- F. Listing of documents.

8.05.00 DISPOSITION OF COMPLAINTS. The Chief of Police or designee will, upon completion of the review of charges, will classify the complaint as follows and promptly notify the affected Department member as to the disposition of the complaint.

- A. **Not involved.** Investigation establishes that the effected member was not involved in the alleged incident.
- B. **Unfounded.** The acts complained of did not occur or did not involve department personnel.

- C. **Exonerated.** The alleged conduct occurred but it was justified, lawful and proper.
- D. **Not sustained.** The investigation does not reveal evidence sufficient to prove the allegation made in the complaint.
- E. **Sustained.** The allegation is supported by sufficient evidence.
- F. **Chargeable.** The investigation establishes that the member was substantially at fault in an automobile accident.
- G. **Non-chargeable.** The investigation establishes that the member was not substantially at fault in an automobile accident.

8.06.00 REVIEW OF USE OF FORCE. In the event of either accidental or purposeful discharge of a firearm by a department member, such member shall immediately notify the supervisor of the incident, and provide information requested in order to preserve and protect the scene, apprehend suspects, and protect officers and the public. The employee will be given the right to Association or attorney representation prior to being required to give any further oral or written statement. The investigation into the discharge of the firearm will be conducted in accordance with the policy concerning firearms discharge (Section 13.04.00 et seq).

8.07.00 REVIEW OF VEHICLE ACCIDENTS. When an member is involved in an accident with a department vehicle, such member shall immediately notify the supervisor of the incident and will file a detailed report, with the right to consult Association representation prior to written or further oral statement. The supervisor will conduct an investigation of the accident and make a preliminary finding of chargeable or non-chargeable. The Chief of Police will review the supervisor's investigation, issue final findings and take appropriate remedial action.

8.08.00 BOARD OF INQUIRY. A Board of Inquiry may be established at the discretion of the Chief of Police for the purpose of investigating incidents in which department personnel are involved in order to evaluate methods and policies and to determine procedural or policy deficiencies. The composition of the Board will be determined by the Chief of Police based upon expertise, objectivity and other traits deemed desirable. Objectives, operational guidelines and the necessary authority to complete the assignment will be provided to the Board in writing by the Chief of Police.

APPENDIX - C

CHAPTER 9

DISCIPLINE

9.00.00 PURPOSE. This chapter is responsive to and closely related with the investigation and disposition of complaints (KPD Policy Chapter 8).

9.01.00 POLICY. In order to protect the rights of the citizens and department members, it is the policy of the police department to thoroughly investigate complaints alleging misconduct, lack of performance, or improper performance of any department employee. At the conclusion of an inquiry, appropriate action will be taken. Discipline of a member is but one of a number of alternatives which may be appropriate.

9.02.00 DISCIPLINARY SYSTEM AND THE CONCEPT OF DISCIPLINE.

Aspects of Department administration, which have an impact on discipline within the Police Department, include selection, training, direction, supervision and individual accountability. These elements are interdependent. The Department's view of discipline involves a system-wide approach including positive as well as punitive elements of discipline.

9.02.01 GROUNDS FOR CHARGES OR DISCIPLINARY ACTION. Grounds for discipline are not confined to violations of this manual and include conduct, which the Chief of Police or a supervisor considers as constituting cause.

9.02.02 DISCIPLINARY ACTION. Violation of any of the directives contained in this manual, violations of any general or special order, or failure to meet standards which the Department may reasonably expect of a professional police officer or other Department member may be cause for disciplinary action. The type and severity of disciplinary action depends on the nature of the offense, the totality of circumstances, the number and frequency of previous acts of misconduct, the quality of overall performance, the need to maintain discipline and public trust, and other relevant factors.

9.03.00 DEPARTMENT RESPONSIBILITY. Any member of the Department who commits an offense contrary to law or violates the rules and policies of the Department, who is incompetent to perform duty as a member of this Department, or demonstrates unsuitability for further service is subject to appropriate disciplinary action.

9.04.00 RESPONSIBILITY OF THE CHIEF OF POLICE. Final disciplinary authority and overall responsibility for personnel administration rests with the Chief of Police. Except for oral and written reprimands, disciplinary actions must be taken or approved by the Chief of Police. Supervisors have shared responsibility to ensure that training, counseling and appropriate punitive measures occur.

9.05.00 [Reserved]

9.06.00 COMMAND RESPONSIBILITY. Supervisors are responsible for the performance and conduct of subordinates and their adherence to Department directives, policies and procedures.

Supervisors are authorized to take disciplinary action up to and including written reprimand. Supervisors may suspend with pay where the suspension is administrative and not as discipline.

Imposition of other disciplinary action may be recommended and will be reviewed and approved in advance by the Chief of Police.

9.07.00 FUNCTION OF POSITIVE DISCIPLINE. In the interest of discipline, it is the policy of the Chief of Police to reward, train and counsel employees in order motivate desired behavior and performance or whenever it is appropriate to assure that desired standards are understood. Such action is referred to as corrective action. Rewards include letters of recognition and/or commendation and other awards identified and determined by the Chief of Police. More severe action may be taken in those instances where warranted under the tenets of just cause.

9.08.00 TRAINING AS A FUNCTION OF DISCIPLINE. Training may be employed by itself or in conjunction with one or more other components of the discipline system. Remedial training, using training as a function of discipline, shall be fashioned as appropriate to assist the member in overcoming a perceived deficiency.

9.09.00 COUNSELING AS A FUNCTION OF DISCIPLINE. Counseling by a supervisor may be employed by itself or in conjunction with one or more other components of the disciplinary system. Counseling will occur when a supervisor reasonably believes that an employee has an existing problem or is experiencing difficulty understanding, adjusting to or responding to matters which are job related and pertain to assigned tasks, personnel or Department policies, interpersonal relationships with co-workers or matters which are largely personal but affect the employee's work performance.

Counseling generally occurs when a deteriorating effect on work performance is noted and there is reason to believe that counseling will assist the employee in a supportive way or otherwise have a positive impact on work performance.

The counseling process may be utilized by a supervisor and it may be initiated by a supervisor or an employee. If, in the initial counseling effort, a remedy cannot be found then the counseling process will be referred to the Chief of Police and may be referred outside the Department as appropriate, e.g., to the City Personnel Officer, a chaplain, a counseling professional or an employee assistance provider.

9.10.00 FUNCTION OF MORE SEVERE DISCIPLINE. Corrective actions constitute a component of the disciplinary system. Corrective actions permitted by the Department include:

- A. Oral reprimand which may be documented in written form.
- B. Written Reprimand.
- C. Suspension with pay.
- D. Suspension without pay which is specified to constitute punitive discipline rather than administrative action.
- E. Reduction of pay or deprivation of privileges or benefits.
- F. Demotion.
- G. Dismissal.

Oral reprimands may be documented in a memo to the personnel file, however, ordinarily a reprimand is documented in the supervisor's log or notebook. Oral reprimands, as well as other types of discipline, may be summarized in the performance evaluation.

Written reprimands will be forwarded through the Chief of Police for filing of the reprimand in the member's personnel file.

9.11.00 SUSPENSIONS. A member relieved or suspended from duty shall have no department authority nor shall any such employee engage in any police or duty-related function while suspended, except for court appearances. A member relieved or suspended from duty shall not be permitted to wear the uniform of the Keizer Police Department nor permitted to use or wear any Department clothing, equipment or other items except as otherwise directed by the Chief of Police. A member relieved from duty shall immediately surrender the badge and identification card and other issued equipment as directed. Any limited or reserve officer will surrender assigned equipment as ordered by the Chief of Police.

9.12.00 EMERGENCY SUSPENSIONS. Supervisory/command officers have the authority to impose an emergency suspension, with pay, when it appears that such action is in the interest of the Department. The emergency suspension shall be effective until the next business day. Any member receiving suspension shall report to the Chief of Police at 9:00 a.m. on the following business day unless otherwise directed by the supervisor/commander who imposed the emergency suspension. This supervisor shall also report to the Chief of Police at that time.

9.13.00 DISCHARGE. After the probationary period is completed regular members of the Department shall not be discharged except as provided for in this directive and in the applicable union agreement or City personnel policies. This directive provides for disciplinary procedures and shall not be construed as conferring on any employee any right or expectation of continued employment. Such rights are found in the City Personnel policies and union agreement exclusively.

JUST CAUSE. When a member is entitled by virtue of a union agreement or City personnel policies not to be disciplined except for "cause" or "just cause," the

determination shall be made by the supervisor imposing or recommending the discipline and reviewed by the Chief of Police. A number of factors may be taken into account and given appropriate weight which include:

- A. To what extent has the member been trained in the proper conduct or manner of performance?
- B. Has the member had the same kinds of performance problems in the past (the repeat offender)?
- C. Has the member been disciplined for the same or similar conduct in the past?
- D. If the member has been disciplined in the past, how has the member responded to the discipline?
- E. How serious is the offense? Is it just an annoyance? Has the member caused personal injury or property damage? Has the member done something illegal?
- F. Have other members had similar performance problems? If so, how have their situations been addressed?
- G. Are there acceptable explanations for the member's conduct that should be taken into account?
- H. How has the member performed in the other aspects of employment?
- I. Are there personal problems that account for the conduct?
- J. Has the Department taken reasonable steps to help the member correct the problem?

9.15.00 PRE-DISCIPLINARY DUE PROCESS PROCEDURES. The following procedures shall apply to all disciplinary actions.

9.15.01 VERBAL REPRIMAND/WRITTEN REPRIMAND/SUSPENSION WITH PAY. Due process is not a factor when considering this type of discipline. Action of this nature shall be based on "just cause" as determined by the supervisor or Chief of Police.

Suspension with pay may be taken administratively and not as discipline whenever the circumstances warrant, e.g., when a member is involved in a traumatic incident or is suspected of misconduct which warrants discharge or relief from duty. Under such circumstances, a member may be suspended with pay obtained in order to provide written notice and schedule an informal meeting between the person who has authority to investigate further or impose discipline. After the meeting and depending upon the outcome, it may be appropriate to restore the member to duty status or change the suspension to one without pay if the facts warrant such action.

9.15.02 SUSPENSION WITHOUT PAY/REDUCTION IN PAY/REDUCTION IN RANK/ANY COMBINATION OF THESE ACTIONS/AND DISMISSAL. Prior to taking action involving loss of pay, reduction in pay/rank or dismissal, the Chief of Police or designated supervisor shall.

- A. Notify the member in writing of the nature of the charges which will include a copy of the complaint against the member and other witness statements or reports which state facts on which the charges are based, unless

confidential and disclosure would compromise another investigation. The Chief of Police shall identify the directives, policies, procedures, work rules, regulations or other order of the Department which appears to have been violated.

- B. State the range of discipline that is being considered.
- C. Afford the accused member an informal opportunity to respond to the charges orally or in writing normally within three (3) days from receiving such written notice, which shall be extended upon request up to two (2) additional days. The opportunity to respond may occur at a meeting conducted and presided over by the Chief of Police or supervisor with authority to impose or recommend the proposed disciplinary action. The meeting shall be informal and sufficient to assure the member full opportunity to be heard, refute the charges, and have his/her position considered prior to imposition of discipline.

The meeting may be tape recorded or a written record may be made of the proceedings. The Chief of Police or other person having authority to preside over the meeting will determine when the conference is concluded and who may be present, may request further documentation, and may consider any information deemed pertinent and necessary to assist in reaching a logical determination. The member may provide written statement. The member may provide written statements. Testimony or cross-examination of witnesses will not occur at this conference.

The member shall have the right to answer the charges against him/her. The answer may include written or oral evidence and statements by the member. Members may make any presentations they believe relevant to their case. However, the meeting is not a full hearing and witnesses are not subject to call or examination.

The Chief of Police will issue a written decision exonerating the member, imposing discipline, or taking any other action deemed appropriate.

9.16.00 COMPLAINTS OF CRIMINAL ACTIVITY. Complaints against members, which allege criminal violation(s), may be grounds for investigation or bringing criminal charges. Criminal proceedings are unrelated to discipline and will not serve to prevent the internal disciplinary process from dealing with the same matter.

9.17.00 DUTY TO REPLY/COOPERATE. Members will answer all questions, which a supervisor may ask regarding the performance of duty or any department member and will cooperate with the internal disciplinary process.

9.18.00 APPEAL OF DISCIPLINARY ACTION.

- A. Bargaining Unit.** Members of the bargaining unit have the right to appeal as is specified in the collective bargaining agreement. The union agreement provides the sole and exclusive appeal procedure for covered bargaining unit employees.
- B. Non-Bargaining Unit.** Members who are not covered by the bargaining agreement may appeal discipline in the following manner.

Step 1: A complaint, if not settled satisfactorily with the supervisor imposing discipline, shall be reduced to writing and signed by the member. The complaint shall include at least the following information : (a) a statement of the complaint and the facts upon which it is based; (b) the remedial action requested; (c) a statement of the reasons any rules or regulations which the member believes the Department has not adhered to or should follow. The written complaint shall be delivered to the supervisor how will, except in extraordinary circumstances, respond within five (5) working days.

Step 2: If the complaint is not settled satisfactorily by the supervisor, it may be submitted to the Chief of Police with a request for review of the complaint and shall include a written statement of any deficiencies in the supervisor's response. The Chief of Police will respond to all such complaints.

Step 3: If the member's complaint follows his/her discharge from employment, the member shall be entitled to a post-discharge due process review.

9.19.00 POST-DISCHARGE REVIEW. Following a hearing presided over by the City Manager or designee, the City Manager shall determine whether the Chief of Police has cause to support the discharge, make findings, and issue a determination to the Chief of Police which will be adhered to. The City Manager will address relevant issues raised by the discharged member and may consider any issue relevant to whether cause exists for the discharge. The City Manager will issue a written decision, which sustains, modifies or sets aside the discipline imposed. A record of the hearing will be made by electronic recording and a copy of the tape may be made for any requesting party at their expense.

All documents and other exhibits considered by the City Manager will constitute a part of the record, which shall be maintained in an appropriate file. Witnesses will be administered an oath or affirmation and cross-examination will be permitted. Each party shall be responsible for arranging for the appearance of witnesses upon which it intends to rely. The City will make its own employees available on showing that they are necessary and have relevant testimony to offer. Should the discharged member require the presence of any City employee at the hearing, that employee must be identified not later than five (5) days prior to the date of the hearing.

The order of procedure at the post-discharge hearing will be as follows:

- A. The Chief of Police or his designee will set forth the reasons for the discharge on the facts on which it is based. The discharge member may conduct cross-examination if appropriate.
- B. A terminated member may present evidence in support of the appeal with or without the assistance of legal counsel or other representative.
- C. The Chief of Police or his designee may cross-examine or submit evidence in rebuttal or both.
- D. Opening statements, if any, will be brief and confined to the issues. Closing argument, if any, will be first by the Chief of Police or his designee then by the member or the member's representative. The Chief of Police may offer rebuttal evidence if desired.
- E. Evidence of a type commonly relied upon by reasonably prudent persons is the conduct of their serious affairs shall be admissible. Irrelevant, immaterial or unduly repetitious evidence may be excluded. Affidavits and counter-affidavits are acceptable as evidence. If either party intends to rely on an affidavit, it shall provide the other party with such affidavit together with the name, address and telephone number of the affiant at least ten (10) days prior to the hearing or such affidavit shall be inadmissible.

9.20.00 INFORMAL PROBLEM/COMPLAINT RESOLUTION PROCESS. To facilitate communication between the member(s) and administration of the Department, any members who feel they are not being treated fairly may report the problem to a supervisor or the Chief of Police. Members are encouraged to talk with their supervisor as soon as possible and seek informal resolution of problems, which arise. If a problem is not resolved at that level, a written statement containing all pertinent information can be filed with the Chief of Police who will make a timely and appropriate response.

Job Description

Property & Evidence Specialist

The job description does not constitute an employment agreement between the City and employee and is subject to change by the City as the needs of the City and requirements of the job changes.

Classification: Property & Evidence Specialist Working Title: Property & Evidence Specialist Department: Police Department Position: Full Time	Effective Date: July 1, 2001 Supervisor: Support Services Supervisor Supervision: None Eligible for Overtime: Yes FLSA: Non-exempt
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JOB SUMMARY

Under the general direction of the Police Support Specialist Supervisor, this position will act as the primary evidence and property custodian. This position will also act as the primary purchasing agent for the department by maintaining inventory of department property and handling accounts payable and related files.

WORKING CONDITIONS

Work is performed primarily in an office setting where the employee is frequently required to sit, stand, walk, and use hands to handle objects, reach, climb, stoop, talk and hear. The employee must occasionally lift and/or move more than 50 pounds. Requires frequent use of a personal computer, calculator and telephone. Recurrent contact with employees and customers in conflictive situations. While performing the duties of this job, the employee occasionally works in outside weather conditions. The noise level in the work environment is usually quiet in the office to moderately noisy in the field.

SAFETY

Maintains a safe work environment by complying with City and Department safety policies and rules and by continually practicing safety and health while performing their duties.

DUTIES, RESPONSIBILITIES, AND ESSENTIAL FUNCTIONS

The following examples of duties and responsibilities do not encompass all job requirements.

%	Duties
40%	Evidence & Property Responsibilities • Responsible for all phases of property and evidence functions. • Position requires basic knowledge in the safekeeping, storage, retrieval and disposition of evidence, found & abandoned property, contraband, and property held for safekeeping. This may include possible hazardous / explosive materials. • Is expected when requested to accompany investigators to crime scenes for the purpose of logging and tracking evidence and may be asked to collect and photograph evidence, but only if adequately trained to do so. • Responsible for complete and accurate record keeping of all incoming property from time of submission to final disposition and should, at all times, be able to account for such property and/or it's whereabouts and it's condition. • Utilize and be proficient with the Bar-coding system for computer tracking of all property and provide information to management or others as requested. • Responsible for procuring and maintaining supplies and equipment pertaining to the handling, packaging, storing and disposal of property. • Direct volunteers assigned to assist in the property function. • Have regular contact with various courts and their assigned attorneys, investigators, lab technicians and others in the law enforcement community. • Coordinate the appropriate processing and / or destruction of property when applicable.

40%	Purchasing Responsibilities • Maintains inventory control of department office supplies, uniforms, equipment and other applicable property items. • Orders uniform, equipment and other operating materials for employees and department use; assures timely delivery. • Prepares purchase orders when applicable • Handles the issuance of department uniform, equipment and other related items for new hires and current employees when appropriate. • Contacts vendors to obtain proposals/bids on certain supply and operating materials, and makes recommendation for purchase to the supervisor in charge and/or Chief of Police
15%	Financial Responsibilities • Verifies department invoices for accuracy, codes invoices with appropriate accounting number, obtains supervisor approval, and routes to City Finance Department for timely payment. • Contacts vendors regarding discrepancies with accounts payable. • Maintains accounts payable files.
5%	• Other duties as assigned.

DESIRED QUALIFICATIONS

Experience and Training

- High school graduate or equivalency.
- Three years of progressively responsible experience in a professional/technical position with at least one year in a police department or any satisfactory combination of experience and training which demonstrates the knowledge, skills and ability to perform the duties, responsibilities and essential functions of the job.

Certificates and Licenses

- LEDS Advanced Certification within one year of appointment.

Knowledge, Skills and Abilities

- Knowledge of government and particularly police operational practices, procedures and methods; research and study methodologies; business English, composition, grammar, accounting.
- Skill in proficient use of personal computers; word processing, spreadsheet and graphics software applications; effective interpersonal and written communications; organization; analysis.
- Ability to organize and prioritize multiple projects; interpret and apply information in making decisions and providing information; maintain professional integrity of sensitive and confidential information; comprehend and interpret police policies and standard operating procedures, City Ordinances, Oregon Revised Statutes, Oregon Administrative Rules and federal laws; establish and maintain effective working relationships with other employees, representatives, representatives of governmental and community agencies, and the public.
- Must be self-motivated and able to work independently with little direct supervision

APPROVALS:

Chief of Police: _____

Human Resources Director: _____

City Manager: _____



July 2, 2001

AGENDA ITEM 7e

**RESOLUTION – ESTABLISHING NO PARKING ZONE FOR
SHORELINE/WAYNE DRIVE**

CITY COUNCIL MEETING: _____

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: ROB KISSLER
DIRECTOR OF PUBLIC WORKS**

SUBJECT: NO PARKING ZONE ESTABLISHMENT

DATE: JUNE 27, 2001

BACKGROUND:

The City of Keizer Public Works has received a letter from Ruth Turner at 782 Wayne Drive N through Councilor McGee regarding a dangerous curve at the intersection of Wayne Drive and Shoreline Drive. Public Works investigated her concerns and agree this intersection could be improved by establishing a no parking zone, center lane markings and additional Signage. The neighbor affected by the no parking zone has been contacted and is agreeable to the installation. The City's Traffic Safety Commission and Police Department have indicated to Public Works, there support of the improvements.

Attachment 1: City Traffic Engineer Study
Attachment 2: Intersection Upgrade Map
Attachment 3: Letter from Ms. Turner

FISCAL IMPACT:

The initial cost of improving this intersection is approximately \$450.00 plus minimal annual maintenance. Funds are available in the 2001/2002 street fund budget to complete the installation.

RECOMMENDATION:

Staff recommends the City Council adopt the attach Resolution establishing a new No Parking Zone at the northwest corner of Shoreline Drive and Wayne Drive N.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2001- _____

DESIGNATING A "NO PARKING" ZONE AT THE NORTHWEST CORNER OF SHORELINE
DRIVE AND WAYNE DRIVE NORTH

WHEREAS, the City Council of the City of Keizer has authority pursuant to
ORS 810.010(3) and 810.160 and Keizer Ordinance 86-059 to establish "No Parking" zones
where the Council deems it appropriate to preserve the public health, safety and welfare;
and

WHEREAS, Keizer Public Works Department along with the Keizer Traffic Safety
Commission have recommended "No Parking" zone for the parking of vehicles on the
northwest corner of Shoreline Drive and Wayne Drive North; NOW, THEREFORE

BE IT RESOLVED by the City Council of the City of Keizer that:

1. A "No Parking" zone is hereby established on the northwest corner of
Shoreline Drive and Wayne Drive North.

BE IT FURTHER RESOLVED, that said Public Works Director is hereby directed and
ordered to have said "No Parking" signs installed as indicated at the above described
location.

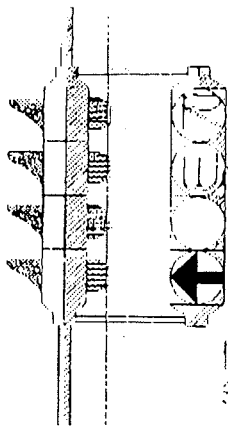
PASSED this _____ day of _____, 2001.

SIGNED this _____ day of _____, 2001.

Mayor

City Recorder

ATTACHMENT 1



RICHARD
WOELK, INC.
P.O. BOX 13185
SALEM, OR 97309
(503) 931-3770
dwatep@wvi.com

MEMORANDUM

DATE: May 3, 2001
TO: Rob Kissler, Public Works Director
FROM: Dick Woelk, City Traffic Engineer
PROJECT: Shoreline Drive
SUBJECT: Accident Mitigation

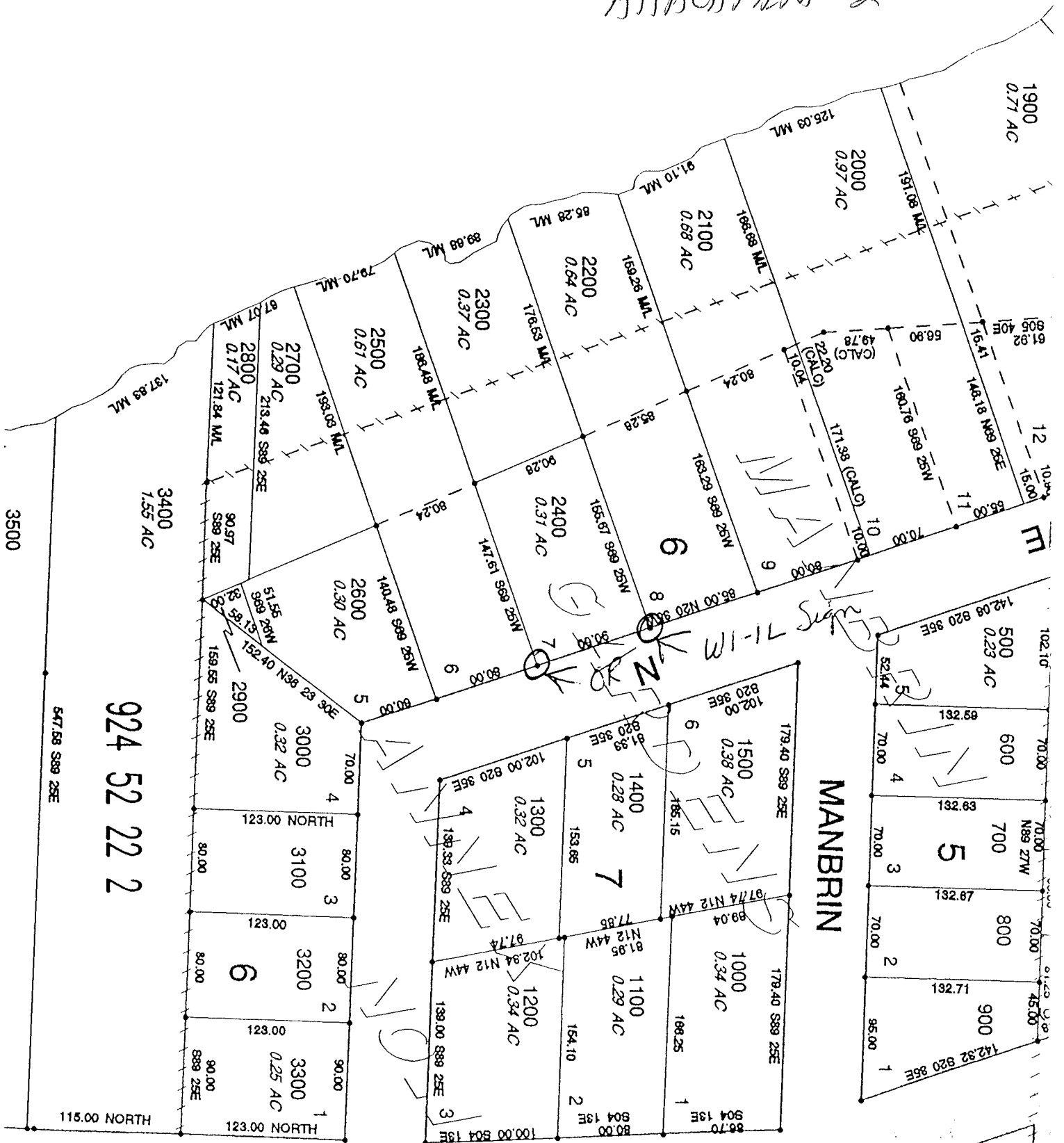
Rob - As you requested I have reviewed the Shoreline Drive/Wayne Street curve and have determined that the City of Keizer should implement the following to mitigate the accidents that have been occurring at this location:

- 1) Install a slow curve sign with a 10 MPH rider for southbound traffic
- 2) Install "No Parking" signs on the northbound curve (inside radius) with Yellow curb.
- 3) Install double yellow centerline striping through the curve.

I believe that this will help the situation at this curve by helping to slow southbound traffic and allow both directions of travel to maintain their position within the painted travel lanes.

If you have further questions, please contact me at 503.931.3770.

ATTACHMENT 2



924 52 22 2

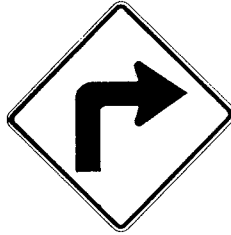
MANBRIN

RIVERCREST

WAYNE

SEE MAP 07 3W 03DD

recommended speed on a turn to be 30 MPH or less, and this recommended speed is equal to or less than the speed limit established by law or by regulation for that section of highway. Where a Turn sign is warranted, a Large Arrow sign (sec. 2C-9) may be used on the outside of the turn. Additional protection may be provided by use of the Advisory Speed plate (sec. 2C-35).



W1-1R
30" x 30"

W1-1L



W1-2R
30" x 30"

2C-5 Curve Sign (W1-2)

10 MPH

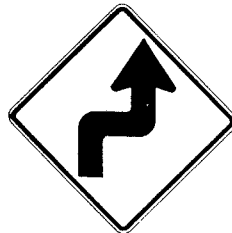
The Curve sign (W1-2R or 2L) may be used where engineering investigations of roadway, geometric, and operating conditions show the recommended speed on the curve to be greater than 30 miles per hour and equal to or less than the speed limit established by law or by regulation for that section of highway. Additional protection may be provided by use of the Advisory Speed plate (sec. 2C-35).

Editorial
Change
Rev. 4

2C-6 Reverse Turn Sign (W1-3)

The Reverse Turn sign is intended for use to mark two turns or a curve and a turn in opposite directions as defined in the warrants for Turn and Curve signs (secs. 2C-4 and 5) that are separated by a tangent of less than 600 feet. If the first turn is to the right, a Right Reverse Turn sign (W1-3R) shall be used and if the first turn is to the left, a Left Reverse Turn sign (W1-3L) shall be used.

Editorial
Change
Rev. 4



W1-3R
30" x 30"



W1-4R
30" x 30"

ATTACHMENT 3

From Ruth Turner
782 Wayne Drive N. Keizer
re: Speed limit at the corner of Wayne Drive N. and Shoreline Dr. N.

There have been two accidents already this Spring. One at about 10:00 AM on a Thursday morning around the first of March and another on April 2 at about 2:00 am. Both of these accidents have caused the driver to run upon the sidewalk and also to cause damage to my landscaping. In both cases the police were called and made an immediate response.

In the summer of 1999 there were four accidents with in a months time. The summer of 2000 there were only hits on the curb. The curb can be easily checked for the number of cars that have not made it.

This has become a dangerous situation. I hope that someone does not have to be maimed or killed before action is taken.

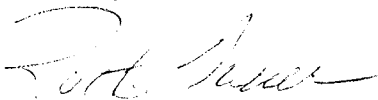
This is a quiet residential neighborhood. Many people up and down Shoreline and also Rivercrest regularly walk this route. From the corner of Rivercrest and Wayne to Manbrin and Shoreline there are a dozen children 10 years old and younger who play on these sidewalks.

It is impossible for a vehicle to turn this corner and stay in the proper lane at 25 miles per hour. I have talked to Troy Costales from the Oregon State Safety Commission (The State has a "ball bard indicator" that could check this out. I'm not sure if that is the proper name, but there is an istrument available to do this)

I have also talked to Keizer Councilman Jerry Mc Gee, both of these men suggested that the striping of Shoreline might be helpful, It would be interesting to see if vehicles going either form Rivercrest to Shoreline or from Manbrin to Wayne could make the corner and stay in their lane at this speed.

Troy Costales also offered the suggestion that the City of Keizer put up a yellow and black sign indicating that there was a curve and to slow down. There would be a minimal cost of about \$150 plus the installation for this. Further suggestions were to install portable speed bumps for a short period of time, put in the rough lines across the street, or go to the State and have the speed limit changed.

Troy Costales said the State Safety Council offers some grants for communitites to improve safety conditions.



503-390-2961



July 2, 2001

AGENDA ITEM 8a

RESOLUTION – AUTHORIZING CITY MANAGER TO ENTER
AGREEMENT FOR WATERLINE REPLACEMENT AT ALDER DRIVE

CITY COUNCIL MEETING: _____

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

THROUGH: CHRIS EPPLEY
CITY MANAGER

FROM: ROB KISSLER
DIRECTOR OF PUBLIC WORKS

SUBJECT: ALDER STREET WATERLINE REPLACEMENT

ISSUE:

On June 28, 2001 bids were received and opened for the construction of a new water main on Alder Street to prepare for street improvements. The project will include installation of approximately 2800 lineal feet of 8" water main along Alder and Pleasantview, four street crossings, several new fire hydrants, valves and trench excavation. This project is identified in the Capital Improvement Program section in the new Water Master Plan.

All bids were received on time and appear to be balanced. The low bidder on this project was Stat Excavating for a total amount of \$149,396.00. The three lowest bids averaged \$153,924.67. The engineer's estimate for this project was \$167,000.00.

FISCAL IMPACT:

Funds for this project were included in the 2001/2002 Water Facility Fund Budget.

RECOMMENDATION:

It is recommended the Council adopt the attached Resolution authorizing the City Manager to sign the necessary contracts awarding the project to Stat Excavating for construction of a new water main on Alder Street for a total cost of \$149,396.00.



July 2, 2001

AGENDA ITEM 8a

RESOLUTION – AUTHORIZING CITY MANAGER TO ENTER
AGREEMENT FOR WATERLINE REPLACEMENT AT ALDER DRIVE

CITY COUNCIL MEETING: _____

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

THROUGH: CHRIS EPPLEY
CITY MANAGER

FROM: ROB KISSLER
DIRECTOR OF PUBLIC WORKS

SUBJECT: ALDER STREET WATERLINE REPLACEMENT

ISSUE:

On June 28, 2001 bids were received and opened for the construction of a new water main on Alder Street to prepare for street improvements. The project will include installation of approximately 2800 lineal feet of 8" water main along Alder and Pleasantview, four street crossings, several new fire hydrants, valves and trench excavation. This project is identified in the Capital Improvement Program section in the new Water Master Plan.

All bids but one were received on time and have been certified by the City Engineer. After bid certification, the low bidder on this project is Scharff Bros. Excavating for a total amount of \$154,380.00. The average of all qualified bids is \$168,730.01. The highest bid received was \$182,445.00. The engineer's estimate for this project is \$167,000.00.

FISCAL IMPACT:

Funds for this project were included in the 2001/2002 Water Facility Fund Budget.

RECOMMENDATION:

It is recommended the Council adopt the attached Resolution authorizing the City Manager to sign the necessary contracts awarding the project to Scharff Bros. Excavating for construction of a new water main on Alder Street for a total cost of \$154,380.00.

1 **CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON**

2 **Resolution R2001-_____**

3 **AUTHORIZING THE CITY MANAGER TO ENTER AN AGREEMENT**

4 **WITH SCHARFF BROTHERS EXCAVATING FOR ALDER STREET**

5 **WATERLINE REPLACEMENT**

6
7 **WHEREAS, in May 2001 the City of Keizer published an invitation to bid**
8 **for replacement of the Alder Street Waterline. These improvements consist of**
9 **approximately 2800 Lineal Feet of 8" Water main along Alder and Pleasantview**
10 **Drive, four street crossings, several new fire hydrants, valves and trench**
11 **excavation; and**

12 **WHEREAS, on June 28, 2001 bids were received and opened. The low bid**
13 **of \$154,380.00 was submitted by Scharff Brothers Excavating; NOW,**
14 **THEREFORE,**

15 **BE IT RESOLVED by the City Council of the City of Keizer that the City**
16 **Manager is hereby authorized to enter an agreement with Scharff Brothers**
17 **Excavating for the Alder Street Waterline Replacement for a total cost of**
18 **\$154,380.00.**

19 **PASSED this _____ day of _____, 2001.**

20 **SIGNED this _____ day of _____, 2001.**

21
22 _____
23 **Mayor**

24 _____
25 **City Recorder**
26



July 2, 2001

AGENDA ITEM 8b

RESOLUTION – INITIATING PINE MEADOW ESTATES STREET
LIGHTING DISTRICT

COUNCIL MEETING: July 2, 2001

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: TRACY L. DAVIS, CMC
CITY RECORDER**

Tracy

**SUBJECT: INITIATING PINE MEADOWS ESTATES STREET LIGHTING LOCAL
IMPROVEMENT DISTRICT**

ISSUE:

Shall the City Council initiate Pine Meadows Estates Street Lighting Local Improvement District?

DISCUSSION:

A petition was filed on June 18, 2001 by the developer of Pine Meadows Estates subdivision to form a local improvement district for street lights in this area of Keizer. The petition contained the required signatures of the property owner as outlined by City of Keizer Ordinance 94-278.

RECOMMENDATION:

It is recommended that the City Council approve the Resolution initiating Pine Meadows Estates Street Lighting Local Improvement District and direct the City Engineer to prepare a survey of the area.

1 **CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON**
2

3 **Resolution R2001-_____**
4

5 **DECLARING THE CITY'S INTENT TO INITIATE A STREET LIGHTING**
6 **LOCAL IMPROVEMENT DISTRICT (PINE MEADOWS ESTATES) AND**
7 **DIRECTING THE CITY ENGINEER TO MAKE A SURVEY AND FILE A**
8 **WRITTEN REPORT WITH THE CITY RECORDER**
9

10 WHEREAS, the City Council of the City of Keizer has received a petition from the
11 developer to initiate a street lighting district in Pine Meadows Estates subdivision in the
12 City of Keizer, Oregon; and

13 WHEREAS, pursuant to City of Keizer Ordinance 94-278, the necessary signatures
14 of land owner comprising two-thirds of the property to be included within Pine
15 Meadows Estates Street Lighting District have requested the formation of the district;

16 NOW, THEREFORE,

17 BE IT RESOLVED by the City Council of the City of Keizer that:

- 18 1. The City Council declares its intent to initiate Pine Meadows Estates Street
19 Lighting Local Improvement District;
- 20 2. The map attached hereto, marked Exhibit "A", and by this reference
21 incorporated herein sets forth the proposed boundaries of the district;
- 22 3. The City Engineer is hereby directed to make a survey of the District;
- 23 4. The City Engineer shall file a written report with the City Recorder to be
24 considered by the City Council on August 6, 2001.

25 PASSED this ____ day of _____, 2001.

26 SIGNED this ____ day of _____, 2001.

27
28 _____
29 Mayor

30
31 _____
32 City Recorder

PETITION TO FORM LOCAL IMPROVEMENT DISTRICT FOR STREET LIGHTING

To the City Council for the City of Keizer:

The undersigned being the owner or contract purchaser of the described property hereinafter set opposite my or its name, hereby petition the Keizer City Council to form a STREET LIGHTING LOCAL IMPROVEMENT DISTRICT for:

ONE MEADOWS ESTATES

within the City of Keizer.

The legal description of the proposed district is:

Parcel 2 of Partition Plat 2001-50.

PLEASE ATTACH A MAP OF THE AREA

This petition to form this district is in conformity with the charter, ordinances and regulations of the City of Keizer.

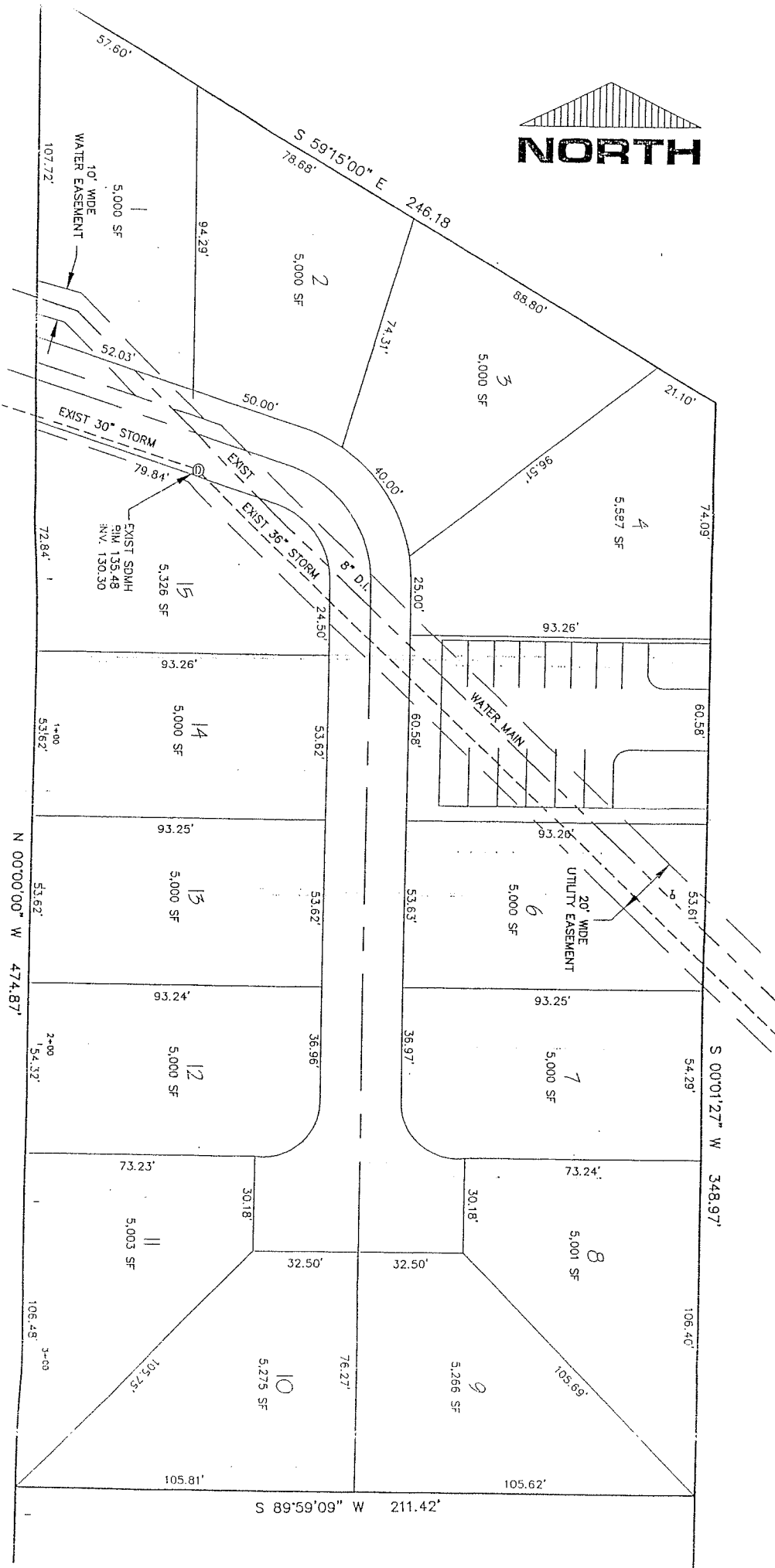
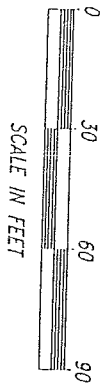
PETITION SUBMITTED BY:

NAME: KENNETH M. MONTGOMERY

ADDRESS: P.O. Box 991, LAKE OSWEGO 97034

PHONE NUMBER: 503-701-3903

DATE	DEED HOLDER/CONTRACT BUYER	SIGNATURE	ADDRESS OF PROPERTY (IF VACANT - LOT NUMBER/SECTION)
6-14-01	Kenneth M. Montgomery		Tract 1300 07 3W 01B





July 2, 2001

AGENDA ITEM 8C

RESOLUTION – AUTHORIZING EXPENDITURE FOR SPECIFIC
PURPOSE FUNDS – LOCAL LAW ENFORCEMENT BLOCK GRANT

CITY COUNCIL MEETING OF _____

AGENDA ITEM NO. _____

TO: MAYOR AND CITY COUNCIL

THRU: CHRISTOPHER EPPLEY
CITY MANAGER

FROM: H. MARC ADAMS 
CHIEF OF POLICE

SUBJECT: **LLEBG GRANT FOR F.Y. 1999**

BACKGROUND

The U. S. Department of Justice has provided grants to law enforcement agencies throughout the country for the past few years. This Local Law Enforcement Block Grant (LLEBG) program provides a certain amount of money to law enforcement agencies based upon a formula developed from our Part I crime statistics. LLEBG funds may not, however, be used to supplant/replace local funds and agencies must provide a match of approximately 10% of the specified grant amount.

ISSUE

Very recently the City of Keizer Police Department was informed by DOJ that our agency was eligible to receive \$14,404.00 from their FY 1999 LLEBG grant budget. The deadline to meet the program requirements was Friday, June 29, 2001, otherwise the money would be redistributed to other agencies throughout the nation. DOJ strongly encouraged us to not lose the money and to proceed quickly with meeting the program requirements. The paperwork was completed and eligibility confirmed.

This public hearing shall provide the opportunity for discussion of such grant. With the City operating on such a limited budget, this grant would allow the police department to purchase needed equipment that has not been included in past or future budgets due to funding shortages. Purchases could include additional lockers for officers' issued equipment, replacement copy machine desperately needed, and other items that would benefit operation of the police department.

FISCAL IMPACT

The grant requires funding by our department of at least 10% of the total grant amount allocated. In this case, DOJ has indicated our match would be \$1,600.00. This is a very small price to pay for receiving \$14,404.00.

APPROVAL OF RESOLUTION

Staff requests approval from the City Council to receive the FY 1999 LLEBG Grant awarded in the amount of \$14,404.

6/26/01 cp

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2001-_____

AUTHORIZATION OF EXPENDITURE OF SPECIFIC PURPOSE FUNDS

WHEREAS, the City of Keizer received funds during fiscal year 2001-2002 that were not anticipated prior to the adoption of the budget;

WHEREAS, such funds are to be used specifically for the expenditures identified below;

WHEREAS, ORS 294.326(3) provides for expenditure in the year of receipt of grants, gifts, bequests or devises transferred to the local government in trust for a specific purpose; NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer, that appropriations for the fiscal year ending June 30, 2002 be authorized in the amounts indicated below:

CRIME PREVENTION GRANT FUND	<u>Increase</u>	<u>Increase</u>
Capital Outlay	\$14,404	
Revenue – LLEBG		\$14,404

PASSED this _____ day of _____, 2001.

SIGNED this _____ day of _____, 2001.

Mayor

City Recorder



July 2, 2001

AGENDA ITEM 8d

APPROVAL OF JUNE 11, 2001 WORK SESSION MINUTES

**Keizer City Council/Planning Commission
Work Session
Monday, June 11, 2001
Robert L. Simon Council Chambers
Keizer City Hall, Keizer, Oregon 97303**

CALL TO ORDER

Mayor Christopher called the work session to order at 6:10 p.m. Roll Call was taken as follows:

Present:

City Council:

Lore Christopher, Mayor
Charles E. Lee, Councilor
Jerry McGee, Councilor
Jacque Moir, Council President
Judy K. Smith, Councilor
Richard Walsh, Councilor

Planning Commission

Bruce Anderson
Bill Wolf
Stan Compton

Absent:

Ray Kelly, Councilor
June Abbott, Planning Commission
Jere Clancy, Planning Commission
Dick Inman, Planning Commission
Michael Smith, Planning Commission

Staff:

Chris Eppley, City Manager
Rob Kissler, Public Works Director
Maria Meier, Planning Director
Tracy L. Davis, City Recorder

DISCUSSION

a. Background on the Infill Grant and the Public Involvement Process for the Infill Master Plan.

Planning Director, Maria Meier supplied a brief history on the composition of the Infill Committee and it's role in the review of the infill development and changes to the Development Code. Ms. Meier shared that the City had been awarded a grant to develop an Infill Master Plan and she noted the procedure, which was followed regarding the public process that included a City wide mailing.

Ms. Meier summarized an outline of the plan that included:

Purpose and Goals

- Neighborhood Compatibility
- Transportation Efficiency
- Buildable Lands Inventory

Citizen Involvement

- Stakeholders-Individual Property Owners
- Citizen Advisory Committee
- Public Work Shops

Objectives and Strategies

- Discourage Flag Lots
- Encourage Quality Neighborhood Design
- Develop code Standards that Require Such Development Improvements

Next Steps

- Public Hearings

Issues to Address

- Neighborhood Design
- Housing Orientation
- Lot Measurement

Ms. Meier provided handouts regarding the mailing, public forums and the proposed text amendments.

Mr. Kissler and Ms. Meier answered questions and took input from members of the group.

Ms. Meier encouraged the members of the Council and the Planning Commission to review the draft document and amendment to enable them to be prepared for the public hearings.

OTHER BUSINESS

Mayor Christopher addressed the Parks Donation Form and noted that it was the Parks Board wish to have the form as part of the water bill and to offer the option to the citizens to direct their donation to parks or for recreation.

These options were discussed and Mayor Christopher indicated she would address the issues of tax records and language with her CPA.

Cindy Perry
Recording Secretary

APPROVED:
MAYOR:

Lore Christopher

COUNCIL MEMBERS:

Councilor #1 - Judy K. Smith

Councilor #4 - Jacque Moir

Absent
Councilor #2 - Ray Kelly

Councilor #5 - Richard Walsh

Councilor #3 - Charles E. Lee

Councilor #6 - Jerry McGee

PLANNING COMMISSION MEMBERS

Bruce Anderson-Chair

Absent
June Abbott-Vice Chair

Bill Wolf

Absent
Jere Clancy

Absent
Dick Inman

Absent
Michael Smith

Stan Compton

Minutes approved:

CITY COUNCIL MEETING: July 2, 2001

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY 

SUBJECT: *LICENSE/PRIVILEGE TAX INCREASE FOR TELEPHONE COMPANIES (SECOND READING)*

At its last meeting, the City Council voted 5-2 to adopt an ordinance calling for an increase in the telephone license fee from four percent to seven percent. The matter is before Council for second reading this evening. Minor changes are suggested; they should be read in full.

RECOMMENDATION:

Adopt the enclosed Ordinance.

Please contact me at 503-508-1447 should you have any questions in this regard. Thank you.

ESJ/tmh
enclosure

1 BILL NO. _____

A BILL

ORDINANCE NO.

2

2001-_____

3

FOR

4

AN ORDINANCE

(COMPENSATION TO THE CITY BY
INCREASING PERMITTEE LICENSE FEE FOR QWEST, INC. Corporation
DECLARING AN EMERGENCY; AMENDING ORDINANCE NO.
94-287

5

WHEREAS, Ordinance No. 94-287 (Granting U S WEST Communications,

6

Incorporated the Right and Privilege to Operate Within the City of Keizer) was adopted

7

on June 20, 1994; and

8

WHEREAS, U S WEST Communications, Incorporated has succeeded to Qwest,

9

Corporation

and

10

WHEREAS, the City Council of the City of Keizer finds it necessary and

11

appropriate to increase the license fee compensation due for

12

from four percent (4%) to seven percent (7%) to provide fair and
reasonable compensation for the management and use of the

13

WHEREAS, Qwest, Inc. ever vest appropriate notice of this ordinance and

14

proposed amendment as provided by Section 2 of Ordinance No. 94-287; and

15

WHEREAS, the home rule powers of the City of Keizer and state and federal

16

allow for this increase in license or privilege fee;

17

NOW, THEREFORE, the City of Keizer ordains as follows.

18

SECTION 1. INCREASE IN LICENSE OR PRIVILEGE FEE.

19

Ordinance No. 94-

20

287 (Granting U S WEST Communications, Incorporated the Right and Privilege to

Page 1 ORDINANCE NO. 2001-_____

ca\m71138\016\8248.003

Lion R. Johnson
Attorney at Law
4000 Cedar Road NE
Portland, Oregon 97208
(503) 390-1680

presented
at 6-18-01
mtg.

1 BILL NO. _____ A BILL ORDINANCE NO.
2 2001-_____
3 FOR
4 AN ORDINANCE

5 INCREASING PRIVILEGE OR LICENSE TAX FOR QWEST, INC.;
6 DECLARING AN EMERGENCY; **AMENDING ORDINANCE NO.**
7 **94-287**

8 WHEREAS, Ordinance No. 94-287 (Granting U S WEST Communications,
9 Incorporated the Right and Privilege to Operate Within the City of Keizer) was adopted
10 on June 20, 1994; and

11 WHEREAS, U S WEST Communication, Incorporated has succeeded to Qwest,
12 Inc.; and

13 WHEREAS, the City Council of the City of Keizer finds it necessary and
14 appropriate to increase the license or privilege tax for operating within the City of Keizer
15 from four percent (4%) to seven percent (7%); and

16 WHEREAS, Qwest, Inc. was sent appropriate notice of this anticipated and
17 proposed amendment as provided by Section 8 of Ordinance No. 94-287; and

18 WHEREAS, the home rule powers of the City of Keizer and state and federal law
19 allow for this increase in license or privilege tax;

20 NOW, THEREFORE, the City of Keizer ordains as follows:

21 Section 1. INCREASE IN LICENSE OR PRIVILEGE TAX. Ordinance No. 94-
22 287 (Granting U S WEST Communications, Incorporated the Right and Privilege to do

1 a General Communication Business and to Operate Within the City of Keizer) is hereby
2 amended in Section 6 as follows:

3 Section 6. In consideration of the rights, privileges, and
4 franchise hereby granted, said Grantee, U S WEST
5 Communications, Incorporated, its successors and assigns,
6 shall pay to the City of Keizer from and after the date of the
7 acceptance of this franchise, and until its expiration,
8 quarterly, ~~4~~ seven percent (4~~7~~%) per annum of its gross
9 revenues derived from exchange access services as defined
10 in ORS 401.710 within the corporate limits of the City of
11 Keizer less net uncollectibles. Payment shall be made on a
12 quarterly basis on or before April 30, July 31, October 31,
13 and January 31 for the calendar quarters immediately
14 preceding. Such payment made by the Grantee will be
15 accepted by the City of Keizer from the Grantee, also in
16 payment of any license, privilege or occupation tax or fee
17 for revenue or regulation, or any permit or inspection fees
18 or similar charges for street openings, installations,
19 construction or for any other purpose now or hereafter to be
20 imposed by the City of Keizer upon the Grantee during the
21 term of this franchise.

22 Section 2. CHANGE OF NAME. Ordinance No. 94-287 (Granting U S
23 WEST Communications, Incorporated the Right and Privilege to do a General
24 Communication Business and to Operate Within the City of Keizer) is hereby amended
25 in each place where appropriate to change the name of U S WEST Communication,
26 Incorporated to Qwest, Inc.

27 ///

28 ///

