

City of Portland
Confidential Mediation What if
2-4-22
12 am

7A 2/4/22
PS 2/4/22

This is a conceptual offer for mediation purposes only. This concept is intended to provide an overall resolution to bargaining subject to resolution of outstanding proposal as noted. If not accepted, the package proposal is withdrawn, and the City reserves the right to defer to its formal proposals respectively. This offer is valid through the next mediation session from today.

- 1) Articles 20, 22, 61, 62 agreement to terms as last discussed with leeway for minor non substantive editing. Attached.
- 2) Corrective Action Guide (Narrative and Color Guide) Attached.
- 2) LOA PSR as last modified 2/2/22 (8/8 committee members). Attached below.
- 3) Article 25: Minor language clarification already "ok'd" in bargaining 8-11-21. Attached below.
- 4) Article 42: Education Reimbursement: language clarification and move BA/BS incentive section to Article 35. Attached below.
- 5) Article 47: Holidays. Attached below.
- 6) Article 65. Attached below.
- 7) The following articles remain as status quo: (2, 12, 34, 41, 43, 44, 45, 49, 57).
- 8) Article 68, Term and Wage scale updated to reflect correct dates and amounts. Attached below.
- 9) Parties agree the Body Worn Camera policy remains an open issue subject to continued bargaining and PECBA process. The Union agrees to not seek any additional compensation in bargaining for the BWC policy.
- 10) Economics and Related: **OVERVIEW** (Specifics Attached below in Article 35 & "A")

Yearly CPI:

- 7-1-21 CPI 1.6% retro
- 7-1-22 CPI 1-5% range (parties understand the value is 5%)
- 7-1-23 CPI 1-5% range
- 7-1-24 CPI 1-5% range

ratification 2/4/22
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Appendix A: Salary Scale: ADD: Effective the pay period following execution of this agreement, the "Entry" step for the classification of police officer will be increased by 3%. (Remaining language that is moot is deleted from Appendix A (old wage increases as applicable)

Note for LOA: The parties agree to resolve pre-grievance issue raised by Association for one recently promoted Criminalist by increasing the level of the member's Criminalist pay to that of an Officer promoted from top step Officer. This agreement regarding this Criminalist's pay is non-precedent setting.

Retention Bonus: (to be added to "A")

Effective the first pay period in the month following ratification of this agreement, sworn employees employed will receive a one-time \$5,000 (five thousand dollar) payment. (This payment is to address current labor market conditions and retention.)

Effective the first pay period in the month following ratification of this agreement, Public Support Safety Specialist employees employed will receive a one-time \$3,000 (three thousand dollar) payment. (This payment is to address current labor market conditions and retention.)

Effective in the first pay period of January 2024, sworn employees employed will receive a one-time \$2,000 (two thousand dollar) payment. (This payment is to address current labor market conditions and retention.)

Bilingual Incentive: \$1/hr, see Article 35.

Crisis Intervention Training Incentive: Effective 1/1/22, retro, CIT 2%, see Article 35.

DPSST Incentive: Effective 7/1/24: Intermediate 2%, Advanced 4%, See Article 35.

Education Incentive: Effective 7/1/24: Bachelor's Degrees increases from 2% to 3%, add new Masters/Dr at 5%, see Article 35.

Recruitment Bonus: Article 65: Effective the month following execution of the agreement, hiring bonus (staggered) of \$5,000. (*redraft language Article 65.1 to be consistent with Pay Equity Law, incentive and related conditions limited to new hires only, remove reference to laterals and finder fees. Remainder of article CCL except for Option C, Retire/Rehire*). Article 65 attached below.

- 11) **Rehire/Retire: Option C:** Rehire/Retire in Article 65: Look back only.
- A. 1 year with 1 year renewal option by Chief at sole discretion
 - B. Window period: August 1, 2020 to date of ratification
 - C. Provide \$5,000 recruitment bonus. (no retention bonus)
 - D. Chief has full discretion to hire.
 - E. Option Limited to Financial Directive of Fall Bump 2021 (City Ordinance 190606) ordinance)
- 12) TA's and Mediation TTA's stand as agreed.
- 13) Preamble: CCL
- 14) MOU's: Unless identified in this agreement, existing MOU's rely on their own terms.
The following MOU's are considered moot or expired:

PS3 MOU expires as incorporated into various articles by TA.

Detectives and Sergeant Dual Listers expires as moot.

2020 CBA extension considered moot.

Workplace Violence MOU expired (incorporated as to policy)

The follow MOU's remain as existing:

2000 FLSA MOU

2011 Recruit MOU (attached)

2017 ASU MOU (attached)

2017 CIU MOU (attached)

2017 Wage Scale Placement MOU (attached)

2019 Promotional Pay Practice MOU (attached)

2020 Callback Settlement (attached)

**ARTICLE 25
ACCRUAL OF VACATION CREDITS**

25.1 Vacation credits will accrue bi-weekly to the officer's account. Such credits may be accumulated up to a maximum of two (2) years' earnings as of the end of the first payroll period in January. Any credits in excess of that amount will be forfeited at that time. If an officer has approved vacation scheduled during the month of November or December that would allow the officer to avoid the forfeiture of vacation accrual and the time is not used due to illness, injury or the Employer requires the officer to work, the amount of vacation the officer was unable to take may be carried over in addition to the two (2) years' accumulation; however, the officer must use any vacation credit carried over in this manner within six (6) months. The scheduling of such vacation time shall conform with the staffing manpower requirements established by the Bureau.

25.2 Upon the separation of employment ~~the termination~~ of an officer from service for any reason, or in the event of the officer's death, the officer or the officer's heirs shall be entitled to ~~an immediate~~ a lump sum payment for accrued vacation and holiday credits, including the credits accrued in the current calendar year, pursuant to Oregon wage and hour laws.

25.3 Officers who sign a commitment to retire in a specific calendar year shall be allowed to accrue vacation in addition to the provisions of Section 25.1 of this Article for the purposes of vacation payment upon termination of employment. The amount of vacation paid shall not exceed three years' accrual and all vacation in excess of three years accrual shall not be considered accrued vacation and shall be forfeited. Officers making a commitment to retire shall specify the date of their retirement and shall forfeit any accrued vacation in excess of the carryover limit set in section 25.1 above if they do not retire on that date.

ARTICLE 35:
HAZARD AND SERGEANT PREMIUM
"PREMIUM PAY"

35.1 Officers who are assigned to two-wheel motorcycle duty shall receive a hazard premium to be paid bi-weekly at the rate of six percent (6%) of the officer's base salary, for every pay period or portion thereof the officer was assigned to motorcycle duty.

35.2 Six percent (6%) hazard premium pay shall be paid to all officers assigned full-time to the Drug and Vice Division (DVD), Special Emergency Reaction Team (SERT) and the Explosives Disposal Unit (EDU). Effective January 1, 2014, six percent (6%) hazard premium shall be paid to all officers assigned full time with a canine. Officers assigned to more than one unit that qualifies for hazard pay under Article 35.2 shall receive no more than a six percent (6%) premium under Article 35.2, DVD Sergeants who are receiving a three percent (3%) premium pursuant to Article 37, Work Assignment in Higher Classification, shall receive no greater than a six percent (6%) premium.

35.3 Members holding the rank of Sergeant who are in a full-time, uniformed assignment and who patrol or respond to calls for service shall receive a premium of five percent (5%). This premium shall apply to all Sergeants assigned full time, or assigned acting in capacity for 60 continuous calendar days or more to: Precincts, Behavioral Health Unit, Traffic, Canine, Special Emergency Reaction Team, Crisis Negotiation Team, Explosive Disposal Unit, the Operations Branch (precincts, Traffic Division, Transit Division, Youth Services Division) and Tactical Operations Division (two uniformed Gang Enforcement Team Sergeants and one uniformed Gun Task Force Sergeant). The parties agree to supplement this list of assignments that qualify for the Sergeant premium should the Police Bureau create new assignments in which members holding the rank of Sergeant are in a full-time, uniformed assignment and patrol or respond to calls for service. Sixty continuous days is defined as 60 days continuous calendar days, inclusive of ordinary paid leave usage but exclusive of extended FMLA leave or other extended leaves of absence (bargaining note: Incorporates 9-2020 MOU) (bargaining note: Parties agree that if YSD or Transit are reinstated, they apply to this provision.)

35.4 Sergeants eligible for hazard pay under Article 35.1 or 35.2 and the Sergeant premium under Article 35.3 shall receive both the hazard pay premium and the sergeant premium.

35.5 Bilingual Incentive: Effective the month following ratification of this agreement, employees who qualify for bilingual incentive under City policy will receive additional compensation of \$1.00 per hour for all hours worked. (bargaining note: The incentive does not apply to hours not worked. City policy regarding qualification for bilingual is at the discretion of the City)

35.6 Crisis Intervention Training (CIT): Effective and retroactive to January 1, 2022, sworn members who are certified CIT will receive an additional incentive of 2% of the sworn member's base wage. Attendance at mandatory CIT trainings is required to maintain this incentive.

35.7 DPSST Certification: Effective July 1, 2024, sworn members who maintain an Intermediate or Advanced certificate from DPSST are eligible to receive DPSST certification premium pay as provided below. The employee will notify the City of their DPSST certification, and payment will initiate in the next pay period.

DPSST Intermediate: Two percent (2%) of the sworn member's base wage.
DPSST Advanced: Four percent (4%) of the sworn member's base wage.

35.8 Bachelor's Degree Incentive: A sworn member officer holding a bachelor's degree from an accredited college or university shall receive an additional premium of two percent (2%) of Top Step Police Officer wage, paid in equal installments each pay period, as an Education Premium. Effective July 1, 2024, the Education Premium shall increase from two percent (2%) to three percent (3%). (editing note: language moved from Section 42.6.)

Masters/Doctoral Incentive: Effective July 1, 2024, a sworn member holding a master's degree or doctoral degree from an accredited college or university shall receive an additional premium of five percent (5%) of Top Step Police Officer wage, paid in equal installments each pay period, as an Education Premium.

ARTICLE 42

EDUCATION REIMBURSEMENT PROGRAM AND EDUCATION PREMIUM

42.1 For the purpose of encouraging officers to pursue appropriate formal education, the parties agree to continue the present Education Reimbursement Program on the following terms:

42.2 **Eligibility:** In order to qualify for the Education Reimbursement Program, a sworn member must either (a) have completed eighteen (18) months of service as a sworn member of the Portland Police Bureau attained a minimum of two (2) years' approved college credit of ninety (90) quarter hours or sixty (60) semester hours, or (b) have completed five (5) years of service. Disbursement under this provision shall be limited to courses taken while a sworn member of the Police Bureau. shall only be made to City employees.

42.3 **Education Reimbursement:** Upon verification of successful completion of at least three (3) hours of pre-approved college credit earned at an accredited college or university, an officer shall be entitled to reimbursement of education costs. If the reimbursement is for a course taken as part of an undergraduate degree program, the amount of reimbursement shall be limited to the actual cost of tuition of up to thirteen and one-half (13.5) quarter hours per fiscal year, and registration fees at Portland State University, subject to proration in the event the fund maximum is met. If the officer already has an undergraduate degree, or if the course is not taken as part of an undergraduate degree program, the officer shall be entitled to a lump sum reimbursement of \$260.00 for education costs, subject to proration in the event the fund maximum is met. For purposes of this section, one semester hour shall be the equivalent of 1.5 quarter hours.

42.4 **Approved Courses:** Payments made under the Education Reimbursement Program will be confined to courses: (a) commenced after the officer has completed the appropriate service time required to qualify for the program, and (b) approved for each officer by the Chief of Police or the Chief's designee. All courses must be taken on the officer's own time. Courses successfully challenged will not be eligible for payment under this program.

42.5 The City's maximum obligation under the Education Reimbursement Program shall be Eighteen Thousand Dollars (\$18,000) per year for eligible applications submitted by the appropriate due date.

~~42.6 An officer holding a bachelor's degree from an accredited college or university shall receive an additional premium of two percent (2%) of Top Step Police Officer wage, paid in equal installments each pay period, as an Education Premium. (moved to Article 35: Premium Pay)~~

**ARTICLE 47
HOLIDAY COMPENSATION**

47.1 In addition to the sworn member's regular pay for time worked on a holiday, sworn member shall receive premium compensation at time and one-half. Unless the City and the sworn member agree to cash payment, such premium compensation shall be in the form of compensatory time off. This compensatory time off, not exceeding sixty (60) hours, may be carried from one calendar year to the next.

47.2 A sworn member whose scheduled day off falls on a holiday shall receive a postponed holiday, with pay, to be taken at the mutual convenience of the officer and the City.

47.3 Eligibility for holiday pay is contingent upon the officer's being employed by the City for ten (10) days before the holiday and in pay status on the work day preceding the holiday and on the workday following the holiday.

47.4 Should an officer be on an authorized leave when a holiday occurs, that holiday shall not be charged against the officer's leave.

47.5 The following days shall be recognized and observed as guaranteed paid holidays.

- 47.5.1 New Year's Day
- Dr. Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas

(bargaining note: The chart below is updated and references the next 5 years as presented by PPA, however, the City is not offering the holidays beyond the Term of Agreement as negotiated and the chart will be modified accordingly.)

Holidays	2021	2022	2023	2024	2025
New Year's Day	Jan 1	Jan 1	Jan 1	Jan 1	Jan 1
Dr. Martin Luther King Day	Jan 18	Jan 17	Jan 16	Jan 15	Jan 20
President's Day	Feb 15	Feb 21	Feb 20	Feb 19	Feb 17
Memorial Day	May 31	May 30	May 29	May 27	May 26
Juneteenth	June 19	June 19	June 19	June 19	June 19
Independence Day	July 4	July 4	July 4	July 4	July 4
Labor Day	Sept 6	Sept 5	Sept 4	Sept 2	Sept 1
Veteran's Day	Nov 11	Nov 11	Nov 11	Nov 11	Nov 11
Thanksgiving Day	Nov 25	Nov 24	Nov 23	Nov 28	Nov 27
Christmas	Dec 25	Dec 25	Dec 25	Dec 25	Dec 25

Holidays	2016	2017	2018	2019	2020
New Year's Day	Jan 1	Jan 1	Jan 1	Jan 1	Jan 1
Dr. Martin Luther King Day	Jan 18	Jan 16	Jan 15	Jan 21	Jan 20
President's Day	Feb 15	Feb 20	Feb 19	Feb 18	Feb 17
Memorial Day	May 30	May 29	May 28	May 27	May 25
Independence Day	July 4	July 4	July 4	July 4	July 4
Labor Day	Sept 5	Sept 4	Sept 3	Sept 2	Sept 7
Veteran's Day	Nov 11	Nov 10	Nov 12	Nov 11	Nov 11
Thanksgiving Day	Nov 24	Nov 23	Nov 22	Nov 28	Nov 26
Christmas	Dec 25	Dec 25	Dec 25	Dec 25	Dec 25

47.5.2 Four (4) days per year to be taken at a time mutually agreeable to the officer and the City.

47.5.3 Any day designated by the President of the United States or the Governor of the State of Oregon as a universal holiday affecting all citizens.

ARTICLE 65
RECRUITMENT AND RETENTION INCENTIVES

65.1 Recruitment Incentives. The following provisions recognize that certain incentives related to salary and relocation expenses ~~and vacation leave benefits~~ may assist the City in the recruitment and appointment of qualified candidates for Police Officer positions.

65.1.1 Based upon a bona fide recruitment need, The Bureau may appoint a currently certified law enforcement officer to Police Officer up to the step immediately below top step Police Officer if approved by the Director of the Bureau of Human Resources. Initial appointment to top step Police Officer may be made only with the approval by ordinance of the City Council.

65.1.2 Reasonable expenses associated with relocating permanently appointed Police Officers may be approved. The payment of such expenses is subject to the conditions provided for in the Personnel Rules.

65.1.3 ~~Upon completion of probation, a new Police Officer may be credited for prior professional service by placement at the appropriate step of the vacation accrual table contained in Article 24 of this Agreement, as determined by the Chief, when authorized by the Commissioner in Charge. Once placed on the schedule noted above, future service with the City shall count normally towards additional vacation accrual rates. The parties are authorized to enter into an MOU that complies with the pay equity law as related to vacation accrual rates for sworn lateral hires with prior sworn law enforcement experience.~~

65.1.4 ~~When authorized by the Commissioner in Charge, a new Police Officer may receive a one-time crediting of 40 hours of vacation after completion of the probationary period.~~

65.1.5 Effective upon ratification, the City will implement the following hiring incentive program package:

	Amount at Swear-In	Amount at End of Probation	Amount Upon Completion of 3 Years of Service
New Officer	\$1,000	\$1,000	\$3,000
Finder Fee	--	\$1,000	--
Lateral Officer	\$2,000	\$2,000	\$6,000
Finder Fee	\$1,000	\$1,000	--

65.1.5.1 The hiring incentives for new ~~or lateral~~ officers as set forth in the above table are payable separately upon the new ~~or lateral~~ officer's completion of each of the following events: swear-in, end of probation, and three years of service with the City. This provision does not apply to lateral hires.

65.1.5.2 ~~The "finder fee" as set forth in the above table is payable separately to a~~
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~~currently employed officer who recruits a new officer upon the new officer's end of probation. The "finder fees" as set forth in the above table are payable separately to a currently employed officer who recruits a lateral officer upon the lateral officer's swear in and end of probation.~~

~~65.1.5.3 The hiring incentive program set forth in this Article 65.1.5 expires on June 30, 2020.~~

65.2 Voluntary Employee Beneficiary Association (VEBA). The City shall allow officers to participate in a Plan(s) which is defined to include a Voluntary Employee Beneficiary Association (VEBA), a Section 457 plan or any other form of non-qualified deferred compensation program.

65.2.1 The PPA has established a retirement medical trust (the PPA VEBA Trust) for the purpose of providing for the payment of life, sick, accident or other benefits to its members.

65.2.2 The PPA VEBA Trust has received tax-exempt status from the Internal Revenue Service under Section 501(c)(9) of the Internal Revenue code.

65.2.3 For every officer who is a member under the Fire & Police Disability & Retirement (FPD&R) system under Chapter 5 of the City Charter, the City shall, upon that officer's retirement from the City, contribute to the PPA VEBA Trust to the credit of the officer and on a pre-tax basis, an amount equal in value to 100% of the payments that would otherwise be paid to the member for unused sick leave under Article 26 of the parties' collective bargaining agreement.

65.2.4 The City shall withhold two percent (2%) of Top Step Officer wage from each individual PPA member's gross wages per pay period. This amount shall be contributed on the member's behalf to the PPA VEBA Trust each pay period or monthly, the interval to be determined by the City. The withholding shall be made on a pre-tax basis.

65.2.5 If at any time during the operation of the Plan or Plans it is determined that (1) deposits may not be made on a pre-tax basis or (2) that plan earnings are not tax-exempt or (3) payments from the Plan or Plans are not tax exempt or if participation in the Plan or Plans or operation of the Plan or Plans is in violation of any federal or state law or regulation, then in that event the parties agree to negotiate a substitute provision in order to carry out the original intention of the Agreement.

65.3 Longevity Pay.

65.3.1 Upon the completion of their fifteenth year of service with the Bureau, officers shall receive longevity pay of 3.0%. Upon the completion of their twentieth year of service with the Bureau, officers shall receive longevity pay of an additional 2.0%, for total longevity pay of 5.0%. Upon the completion of their twenty-fifth year of service with the Bureau, officers shall receive longevity pay of an additional 2.0% for total longevity pay of 7.0%.

65.3.2 Longevity pay shall not be included in determining the officer's regular rate of pay for purposes of calculating overtime owed under the provisions of this Agreement

including but not limited to the overtime provisions under Article 43.

- 65.3.3 Longevity pay shall be calculated on the basis of the officer's regular hourly rate, not including premium pay.
- 65.3.4 For the limited purposes of this section of the Agreement only, the City shall be allowed to establish the Section 207(k) exemption under the FLSA.
- 65.3.5 The Association agrees to defend and indemnify the City from any and all claims that the City failed to include longevity pay in the regular rate of pay in violation of the FLSA.
- 65.3.6 For purposes of this section, time worked for another law enforcement agency by an officer who has transferred to City employment under ORS 236.605 to 236.640 (Transfer of Public Employees) shall be considered to be time worked with the Bureau.
- 65.3.7 For purposes of this section, time spent on LOS resulting from a nonservice-connected disability where the leave commenced after the date of execution of this agreement shall not be considered to be time worked with the Bureau.
- 65.3.8 If a non sworn member moves to a sworn position, the member's time in the non-sworn position will not transfer to the new sworn position for the purpose of longevity pay. However, if the member reverts to a formerly held non-sworn Public Safety Support Specialist position from a sworn position within two years of their appointment to the sworn position, the member's time earned in the sworn class will accrue towards longevity pay in the non-sworn class. (from 2019 PS3 MOU)
- 65.4 Retire-Rehire Program for Sworn Members.
- 65.4.1 The City will maintain a retire-rehire program in which an employee may, upon permission by the Chief of Police, retire from the Police Bureau as a sworn employee and then be rehired by the Police Bureau as a sworn employee. An employee participating in the retire-rehire program may, on one occasion, elect to participate in Option A or Option B, as set forth below.
- 65.4.2 Elements Common To Both Options A & B and C.
- 65.4.2.1 A participating employee will be classified as a full-time, limited duration retire-rehire Bureau employee. The position is eligible for social security.
- 65.4.2.2 An employee must apply to the retire-rehire program. The Chief of Police retains discretion to rehire an employee into the program.
- 65.4.2.3 An employee who retires on or after ratification may apply to participate in the program. The employee must provide the Chief of Police with 30 days' written notice of the employee's intent to participate in the program. After providing the requisite notification, the employee may elect to take 30 days of leave immediately prior to retirement as unpaid time or as paid time using accrued vacation, holiday, and compensatory time.

65.4.2.4 A participating employee must return to duty the day after retirement; there can be no break in service except as specifically provided for in Option C. For those other than Option C, there will be no break in service for the purposes of Health and Welfare coverage under Article 48 or for the purposes of other benefits under this Agreement.

65.4.2.4.1 ~~However, employees who retired between April 1, 2016 and ratification may elect to return to work under this program no later than December 31, 2016~~ For purposes of Option C, the City will conduct a gap background check comprised of a LEADS, NCIC, and DMV records review, public social media review, and will obtain from the participating employee a sworn declaration affirming that the employee has not used any illegal drugs or controlled substances (including marijuana) between August 1, 2020, April 1, 2016 and the date of acceptance in the retire-rehire program. Upon rehire into the program, the participating employee will be immediately eligible for Health and Welfare benefits under Article 48.

65.4.2.5 A participating employee is not subject to a probationary period upon rehire.

65.4.2.6 A participating employee may resign from City employment with 14-days' advance written notice to the Bureau.

65.4.2.7 A participating employee may be disciplined for just cause as set forth elsewhere in this Agreement.

65.4.2.8 A participating employee is subject to all rights and benefits under this Agreement, except where specifically modified by this Article 65.4.

65.4.2.9 A participating employee is subject to all City rules and Bureau directives.

65.4.2.10 Upon retirement from City employment, the participating employee may begin drawing their pension consistent with applicable pension rules and regulations. Upon rehire, the participating employee will be eligible for a pension under the Oregon Public Service Retirement plan (OPSRP).

65.4.2.10.1 The City agrees to maintain its membership in OPSRP. The City shall continue to "pick up," assume and pay a six percent (6%) average employee contribution to OPSRP for the employee members participating in OPSRP. Such "pick up" or payment of employee member contributions to the OPSRP system shall continue for the duration of the employee's participation in the retire-rehire program.

65.4.2.10.2 The full amount of required employee contributions "picked-up" or paid by the City on behalf of participating employees pursuant to this Section 65.4 shall be considered as "salary" within the meaning of ORS 238A.005(17) for the purposes of computing an employee member's "final average salary" within the meaning of ORS 238A.130, but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant

to ORS 238A.330. Such “picked-up” or paid employee contributions shall be credited to employee accounts pursuant to ORS 238A.335, and shall be considered to be employee contributions for the purposes of ORS 238A.330.

- 65.4.2.11 Participating employees may maintain their deferred compensation accounts with the City upon retirement and rehire into the program.
- 65.4.2.12 Upon rehire, participating employees will be covered under Oregon’s Workers’ Compensation laws, not under FPDR, and will be eligible for supplemental workers’ compensation benefits under City Human Resources Administrative Rule 6.13.
- 65.4.2.13 Participating employees will continue to be subject to the Substance Abuse Policy, including random drug testing.
- 65.4.2.14 A participating employee will receive the sick leave payout under Articles 26.5 and 65.2.3 upon the employee’s retirement immediately prior to rehire into the program. Upon separation from the retire-rehire program, a participating employee will not be eligible for a sick leave pay out under Articles 26.5 and 65.2.3.
- 65.4.2.15 A participating employee will receive payout for their accrued vacation, holiday compensation, and overtime compensation both upon the employee’s retirement immediately prior to rehire into the program and upon the employee’s separation from the retire-rehire program.
- 65.4.2.16 A participating employee will accrue vacation only at the “5 to 9 years” at the 5 years of service rate under Article 24 and then increase annually thereafter based on years of service until obtaining the 9 year vacation step. All other leave, including sick leave, will accrue according to the provisions of this Agreement. *(bargaining note: based on current practice).*
- 65.4.2.17 A participating employee’s seniority date will be the date of their rehire into the program.
- 65.4.2.18 An participating employee’s anniversary date will be the date of their original (pre-retirement) hire date.
- 65.4.2.19 Participating employees are not eligible for promotion.
- 65.4.2.20 A participating employee will receive longevity pay under Article 65.3 equal to their longevity rate upon retirement and rehire into the program. Such longevity rate will remain fixed during the term of the employee’s participation in the program.

65.4.3 Option A.

- 65.4.3.1 Upon rehire into the program, the participating employee will hold the rank of Police Officer and will be eligible for assignment only to patrol, SCT, or NRT.

65.4.3.2 The participating employee will be rehired at top step Police Officer wages. However, if the employee was not receiving top step Police Officer pay upon retirement, the employee will be rehired at the same Police Officer pay rate the employee was receiving upon retirement, and will thereafter be eligible for step increases based on the employee's anniversary date as defined in Article 65.4.2.18.

65.4.3.3 The participating employee will receive step increases and cost of living wage adjustments consistent with the other provisions of this Agreement.

65.4.3.4 The duration of the employee's participation in the program will be not less than six (6) years, with the Chief of Police retaining the option to extend the employee's participation in the program for no more than an additional two (2) years.

65.4.4 Option B.

65.4.4.1 Upon rehire into the program, the participating employee will hold the same rank as the employee held upon retirement. The participating employee will be eligible for all regular and specialty assignments, except for Articles 35.1 and 35.2 hazard pay assignments.

65.4.4.2 The participating employee will be rehired at the top step of the classification that the employee held upon retirement. However, if the employee was not receiving top step pay within their classification upon retirement, the employee will be rehired at the same pay rate the employee was receiving upon retirement, and will thereafter be eligible for step increases based on the employee's anniversary date as defined in Article 65.4.2.18.

65.4.4.3 The participating employee will receive step increases and cost of living wage adjustments consistent with the other provisions of this Agreement.

65.4.4.4 The duration of the employee's participation in the program will be no more than two (2) years.

65.4.4.5 OPTION C:

(language copied from Option B): Upon rehire into the program, the participating employee will hold the same rank as the employee held upon retirement or the rank of police officer, as agreed between the Chief Association, and participating employee. The participating employee will be eligible for all regular and specialty assignments, except for Articles 35.1 and 35.2 hazard pay assignments.

The participating employee will be rehired at the top step of the classification that the employee held upon retirement. However, if the employee was not receiving top step pay within their classification upon retirement, the employee will be rehired at the same pay rate the employee was receiving

upon retirement and will thereafter be eligible for step increases based on the employee's anniversary date as defined in Article 65.4.2.18.

The participating employee will receive step increases and cost of living wage adjustments consistent with the other provisions of this Agreement.

Eligible candidates are limited to those employees who retired in the period of time August 1, 2020 up to and including the date of full ratification of this agreement in 2022. The duration of the employee's participation in the program will be for a one-year assignment with an option at the sole discretion of the Chief of Police to extend the assignment by no more than one additional year.

Employees hired under Option C are eligible for a \$5,000 recruitment bonus, and are not eligible for any retention bonus.

Option C is limited to the budget authority granted by City Ordinance 190606.

65.5 Public Safety Support Specialists. (all from 2019 MOU)

The following provisions apply only to employees in the Public Safety Support Specialist classification.

65.5.1 Public Safety Support Specialists are eligible for social security.

65.5.2 The City agrees to maintain its membership in the State of Oregon Public Employees Retirement System (PERS)/Oregon Public Service Retirement Plan (OPSRP). The City shall "pick-up", assume and pay a six percent (6%) average employee contribution to the Public Employees Retirement Fund and the Oregon Public Service Retirement Plan for the employee members then participating in the Public Employees Retirement System. Such "pick-up" or payment of employee member contributions to the system shall continue for the life of this agreement and shall also be applicable to employees who first begin to participate in the system on and after July 1, 1980, to the termination of this agreement. The full amount of required employee contributions "picked-up" or paid by the City on behalf of employees pursuant to this agreement shall be considered as "salary" within the meaning of ORS 238.005(21) or ORS 238A.005(16), as appropriate, for the purposes of computing an employee member's "final average salary" within the meaning of ORS 238.005(8) or ORS 238A.130, as appropriate, but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 238.200 or ORS 238A.330, as appropriate. Such "picked-up" or paid employee contributions shall be credited to employee accounts pursuant to ORS 238.200(2) or ORS 238A.335, as appropriate, and shall be considered to be employee contributions for the purposes of ORS 238.200 or ORS 238A.330, as appropriate.

65.5.3 Workers compensation coverage for Public Safety Support Specialists will be as set forth in Human Resources Administrative Rule 6.13.

65.5.4 Public Safety Support Specialists will have paid rest and meal breaks like sworn officers (i.e., take them when they can).

65.5.5 The follow conditions also apply to Public Safety Support Specialists

- a. They will work 4/10 shift schedules that mirror patrol schedules at patrol precincts.
- b. Public Safety Support Specialists hiring timeline will generally mirror sworn officer hiring timeline.
- c. Public Safety Support Specialist class specification is in the City of Portland classification specifications for 2022.
- d. Components of pre-hire criminal background check and disqualifying events for Public Safety Support Specialist are the same as for current sworn PPB employees.
- e. Components of pre-hire psychological exam and disqualifying events for Public Safety Support Specialist are the same as current sworn PPB employees.
- f. Public Safety Support Specialist pre-hire physical examination is the same as sworn PPB members.
- g. Public Safety Support Specialist physical agility test is the same as for Parking Enforcement
- h. Public Safety Support Specialists will carry oleoresin capsicum (OC) spray and will receive related use of force training.
- i. Article 57.2 does not apply to Public Safety Support Specialist positions.

**ARTICLE 68
TERMINATION AND DURATION**

68.1 This Contract shall be effective upon ratification, and shall remain in full force and effect until the 30th day of June ~~2025~~ 2020.

68.2 Negotiations for a successor Agreement shall begin no later than January 15, ~~2025~~ 2020. This Contract shall remain in full force and effect during the period of negotiations.

(Bargaining Note: Parties agree the only retroactive pay is for the 7/1/2021 1.6% COLA and for 1/1/22 CIT incentive. Retroactive pay does not apply for any member that is not currently employed on the final date of ratification by both parties)

SCHEDULE A SALARY RATES

1. Effective the pay period following ratification of this agreement, the "Entry" step for the classification of police officer for Schedule B will be increased by 3%. *(bargaining note: Remaining language that is moot is deleted from Appendix A) (Schedule A is moot. New Schedule B will be provided by BHR)*
2. ~~Upon ratification, the "Entry Rate" step for the Police Officer will be removed and the "After 6 Mo." Step will become the new entry rate step as set forth in Schedule B. Police Officers at the old "Entry Rate" step in Schedule A will be moved to the new "Entry Rate" step in Schedule A.~~
3. ~~Effective January 1, 2017, an additional three percent (3.0%) top pay step will be added to the salary schedules for all classifications in Schedule B. Police Officers with more than six years of service, and Detectives, Criminalists, and Sergeants with more than five years of service, will be immediately advanced to the new pay step. Thereafter, advancement to the new step will occur on the date a Police Officer has more than six years of service, and a Detective, Criminalist, or Sergeant has more than five years of service. For example, a Police Officer with more than six years of service as of January 1, 2017 will be moved to the new top Police Officer step on January 1, 2017, and a Police Officer with a classification seniority date of February 10, 2011, will be advanced to the new step on February 10, 2017.~~
4. Effective and retroactive to July 1, 2021: Effective July 1, 2017, Schedule "A" "B" wage rates will be revised as follows:
Salary rates for classifications in Schedule "A" "B" for the period July 1, 2016 to June 30, 2017 are effective as of June 30, 2021 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W West Size A) (as measured by the annual change in the index for between 2nd half ~~2019~~ 2015 and 2nd half ~~2020~~ 2016) for the ~~Portland-Salem, OR-WA~~, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase attributable to the CPI be less than one percent (1.0%) or greater than five percent (5.0%). The parties agree that the CPI for this section is 1.6%.

5. Effective July 1, 2022, Schedule "A" wage rates will be revised as follows:
Salary rates for classifications in Schedule "A" for the period July 1, 2021 to June 30, 2022, are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index for between 2nd half 2020 and 2nd half 2021) for the West - Size A, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase attributable to the CPI be less than one percent (1.0%) or greater than five percent (5.0%). The parties understand that the CPI for this section is 5.0%.
6. Effective July 1, 2023, Schedule "A" wage rates will be revised as follows:
Salary rates for classifications in Schedule "A" for the period July 1, 2022 to June 30, 2023, are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index for between 2nd half 2021 and 2nd half 2022) for the West - Size A, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase attributable to the CPI be less than one percent (1.0%) or greater than five percent (5.0%).
7. Effective July 1, 2024, Schedule "A" wage rates will be revised as follows:
Salary rates for classifications in Schedule "A" for the period July 1, 2023 to June 30, 2024, are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index for between 2nd half 2022 and 2nd half 2023) for the West - Size A, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase attributable to the CPI be less than one percent (1.0%) or greater than five percent (5.0%).
8. ~~Effective January 1, 2018, an additional three percent (3.0%) top pay step will be added to the salary schedules for all classifications in Schedule "B". Police Officers with more than seven years of service, and Detectives, Criminalists, and Sergeants with more than six years of service, will be immediately advanced to the new pay step. Thereafter, advancement to the new step will occur on the date a Police Officer has more than seven years of service, and a Detective, Criminalist, or Sergeant has more than six years of service. For example, a Police Officer with more than seven years of service as of January 1, 2018 will be moved to the new top Police Officer step on January 1, 2018, and a Police Officer with a classification seniority date of February 10, 2011, will be advanced to the new step on February 10, 2018.~~
9. Effective July 1, 2018, Schedule "B" wage rates will be revised as follows:
Salary rates for classifications in Schedule "B" for the period July 1, 2017 to June 30, 2018 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index for between 2nd Half 2016 and 2nd Half 2017) for the Portland Salem, OR - WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase attributable to the CPI be less than one percent (1.0%) or greater than five percent (5.0%).

10. ~~Effective January 1, 2019, an additional three percent (3.0%) top pay step will be added to the salary schedules for all classifications in Schedule "B". Police Officers with more than eight years of service, and Detectives, Criminalists, and Sergeants with more than seven years of service, will be immediately advanced to the new pay step. Thereafter, advancement to the new step will occur on the date a Police Officer has more than eight years of service, and a Detective, Criminalist, or Sergeant has more than seven years of service. For example, a Police Officer with more than eight years of service as of January 1, 2019 will be moved to the new top Police Officer step on January 1, 2019, and a Police Officer with a classification seniority date of February 10, 2011, will be advanced to the new step on February 10, 2019.~~

11. ~~Effective July 1, 2019, Schedule "B" wage rates will be revised as follows:~~

~~Salary rates for classifications in Schedule "B" for the period July 1, 2018 to June 30, 2019 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index for between 2nd Half 2017 and 2nd Half 2018) for the Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase attributable to the CPI be less than one percent (1.0%) or greater than five percent (5.0%).~~

In the event that City revenue sources should be decreased by the passage or impact of a tax limitation measure, legislatively mandated change, cut back in Federal and/or State revenue sharing, or any other conditions causing a worsening of the City's financial position, the City Council and the signatory labor organizations agree that they will meet and discuss the economic impact and, by mutual agreement, will put forth a good faith effort to arrive at alternatives to a reduction in the work force.

In the event that a current city employee is appointed to the Police Officer classification, the officer's pay rate shall be the step within the pay range which represents at least a 3% increase over the officer's regular rate in the officer's former classification, provided that in no event shall the new rate of pay exceed the maximum rate for Police Officer.

A Police Officer promoted to Sergeant, Detective, or Criminalist will be placed at the step on the Sergeant, Detective, or Criminalist pay scale that is at least one and three-quarters percent (1.75%) higher than the Police Officer's pay step upon promotion.

Letter of Agreement for Portland Street Response

Whereas, in February 2021, the City implemented the Portland Street Response pilot program based on the criteria provided in the 1083-2019 PSR pilot implementation plan report. Currently, the City seeks to further develop the program to address current services and additional public need.

Whereas, the City and PPA support an integrated public safety response by and between Portland Police Bureau (PPB), Portland Fire & Rescue (PF&R), Portland Street Response (PSR), and Bureau of Emergency Communications (BOEC), to ensure the appropriate public safety response is provided by the City to calls for service.

Whereas, the City and PPA agree on the need and support for integrated training to PPB, PF&R, PSR, and BOEC members so they understand and implement an integrated public safety response system within which City employees are respectful and supportive of each other's roles in the integrated public safety response model.

Therefore, the parties agree as follows,

1. The PSR program is intended to complement and integrate with existing public safety responses, including police.
2. The parties agree that integration of public safety services is an important component of public safety response in the City of Portland. To that end, PPB, PF&R, BOEC, and PSR will work together to ensure members of PPB, PF&R, PSR, and BOEC are trained on and understand and implement collaborative public safety response protocols that include: the integration of PSR members to the type of calls for service that may be appropriately handled by PSR or handled with the assistance of PSR; and appropriate response actions at the scene of the incident and thereafter, including but not limited to initial contacts, initial entry, standby, joint responses, and related actions.

3. Up to eight (8) management officials from each of PPB (2) , PF&R (2) , PSR (2) and BOEC (2) , and up to eight (8) labor representatives and/or bargaining unit or non-management employees from PPA-Police (2), PPA-BOEC (2), PFFA-Fire (2), and PSR (2), along with a member from BHR leadership to facilitate, will comprise a committee and will meet and confer for the purposes of creating integrated public safety response protocols that will include at a minimum: (a) the type of calls for service that may be appropriately handled by PSR or handled with the assistance of PSR, and (b) protocols on appropriate response actions at the scene of the incident and thereafter, including but not limited to initial contacts, initial entry, standby, joint responses, and related actions. This committee will present final rules for joint final approval by the Fire Chief, the Police Chief, and the BOEC Director, with the final rules to be adopted as City policy. The committee's goal is to present initial policy drafts by June 30, 2022. *(bargaining note: Group includes PPA & PFFA, not PPCOA)*
4. The City is not limited to any specific number of PSR teams or geographical deployment territories within City limits.
5. Section 5 of the LOA between the parties dated June 8, 2020, is superseded by this Agreement.
6. The City agrees that it will not reduce PPA represented positions (whether filled or unfilled) as a result of any expansion of PSR.
7. In the event either party is dissatisfied with the final approved policy adopted under paragraph 3, the party may declare impasse for interest arbitration within fourteen (14) calendar days of the date of final approval of the City policy by the Fire Chief, the Police Chief, and the BOEC Director. The parties will select an arbitrator within ten (10) calendar days with the goal of holding an interest arbitration hearing within sixty (60) calendar days of declaration of impasse. The parties agree to oral closing arguments.

Add signature lines.

2/4/22
A

Add: "The parties agree to include this PSR LOA in their next successor contract negotiations."

To SOS
2/4/22

(last revised joint discussions 2-3-22 9 pm)

Articles 20, 22, 61, 62

ARTICLE 20
DISCIPLINE

20.1 Disciplinary action or measures shall include only the following: written reprimand, suspension ~~(or in lieu thereof, upon the City's and members' concurrence, loss of vacation or non-FLSA compensatory time), demotion or termination or in lieu thereof, with the officer's concurrence, loss of vacation or non-FLSA compensatory time.~~ Disciplinary action shall be for just cause and will be subject to the grievance procedure; ~~or in the case of demotion or termination, disciplinary action will be subject to either the grievance procedure or civil service procedure as set forth below.~~ The definition and application of just cause for sworn officers is subject to ORS 243.808 *et seq.* This section shall not apply to ~~coaching and counseling and~~ coaching and instruction, and ~~such~~ Verbal reprimands actions will not be used as the basis for subsequent disciplinary action unless the officer is notified at the time of reprimand ~~such action,~~ and if notified, the matter will be subject to the grievance procedure.

Disciplinary actions will be imposed using the Corrective Action Guide in Appendix X.

20.1.1 In cases of demotion or termination, an officer in permanent status may choose between two avenues of appeal:

- 20.1.1.1 The member *(bargaining note: formerly officer)* may exercise appeal rights under Chapter 4 Civil Service, Article 5 of the City of Portland Charter, or
- 20.1.1.2 The Association may, in lieu of those provisions established pursuant to the City Charter, be allowed to take up the matter at Step II of the Grievance Procedure.
- 20.1.1.3 Once the election is made, the choice is not revocable. Civil Service actions may be subject to statutory restrictions. The Civil Service Board standards of review follow arbitrator standards for just cause, which are subject to ORS 243.808 *et seq.*

20.2 If the City has reason to reprimand or discipline an officer, it shall be done in a manner that is least likely to embarrass the officer before other officers or the public. In cases of public concern, the City may provide public procedural updates on the status of the investigation and disciplinary process.

(bargaining note: Parties recognize that public statements prior to the disposition of an internal investigation provides deference to due process, however parties may make public statements regarding empathy for a situation or concern for the seriousness of the event. Procedural posture does not include the substantive status of a pending matter (e.g.: policy violations or pending sanction). If the City has reason to impose a disciplinary action, the disciplinary letter will be given to the employee and the Association in a private manner. City maintains the right to respond to public records requests per the public records laws. In cases of public concern, the City will make best efforts to notify PPA of public records request.)

20.3 If the City requires an officer to submit to a fitness for duty evaluation, the officer shall have the right to obtain copies of all documents generated as a result of the evaluation. If the City's evaluation is that the officer is not fit for duty, the officer shall have the right to obtain a second non-binding opinion at the officer's own expense. The expense of the second opinion may be submitted for reimbursement to the City's health insurance system consistent with the City's Health Plan.

20.4 The City's Employee Information System and the information developed therein shall not form the basis for disciplinary action but may be used for non-disciplinary notice purposes, such as development of work performance plans and letters of expectation. The reports from EIS may not be used by the City for disciplinary, transfer or promotion decisions. However, if the underlying data that appears in EIS is maintained separately by the City and is simply reflected in the EIS, nothing in this agreement prevents the City from making appropriate use of the underlying data in disciplinary, transfer or promotion decisions.

~~20.5 Employees who intentionally or negligently lose or damage City property are subject to discipline consistent with the terms of the collective bargaining agreement.~~

20.6 An officer may stipulate to discipline under the provisions of Portland City Code (PCC) 3.20.140(J) and PPB DIR 335.00. References to "use of force" or "excessive force" in PCC 3.20.140 and PPB Directive 335.00 mean the application of force *(and such cases are not subject to stipulated discipline)* not administrative matters related to force applications such as report writing or the use of force review process.

(bargaining note: first sentence is existing practice. Second sentence is per 2019 LOA.)

ARTICLE 22
GRIEVANCE AND ARBITRATION PROCEDURE

22.1 To promote better employer/employee relations, both parties pledge their cooperation to settle any grievances or complaints that might arise out of the application of this Contract by use of this procedure. One purpose of the grievance procedure shall be to attempt to settle grievances at the lowest level possible. ~~The grievance process does not apply to non bargaining unit members or retirees, unless the retiree benefit is covered by a specific provision of this agreement.~~

22.2 Step I. ~~Any bargaining unit member~~ Any officer or the Association claiming a breach of a specific provision of this Contract may refer the matter in writing to the ~~officer's member's employee's Assistant Chief or Deputy Chief or designee~~ immediate supervisor outside the bargaining unit. This grievance shall be presented within twenty (20) calendar days from the earliest date that either the employee or the Association (by an Association officer, steward, or other representative) knew or reasonably should have known of the alleged violation.

~~22.2.1 For matters of disciplinary sanctions imposed by the City of Portland Community Police Oversight Board (Oversight Board), a grievance by a bargaining unit member or the Association will be filed directly to Step III by providing written notice jointly to the Bureau of Human Resources and the Oversight Board.~~

22.2.1 When the City has mathematically erred in computing or paying an officer's pay or other benefits, such pay or benefits shall be awarded the officer at the time the error is discovered by the City or otherwise brought to the City's attention.

22.2.2 The supervisor shall respond to the grievance within twenty (20) calendar days, and shall make such response to the grievant and the Association.

22.3 Step II. If after twenty (20) calendar days from the date of the submission of the grievance to the supervisor, or from the date of the supervisor's reply, the grievance still remains unadjusted, the Association shall have twenty (20) calendar days to present the grievance in writing to the Chief of Police or designee.

22.3.1 On behalf of the City, the Chief or designee shall have twenty (20) calendar days in which to reply. If the City Chief does not respond within the twenty (20) calendar days, or from the date of the City's Chief's response, if the grievance remains unadjusted, the Association shall have twenty (20) calendar days to present the grievance to the Bureau of Human Resources.

22.4 Step III. The Bureau of Human Resources shall have twenty (20) calendar days in which to reply. If the Bureau of Human Resources does not respond within twenty (20) calendar days, or from the date of the Bureau of Human Resources' response, the Association will have twenty (20) calendar days to notify the Bureau of Human Resources, in writing, of its intent to arbitrate.

22.5 To invoke arbitration for matters not involving discipline of a sworn law enforcement officer, the City or the Association shall request from the Oregon Employment Relations Board, a list of the names of five (5) arbitrators. The arbitrator shall be selected by the method of alternate striking of names under which the first strike shall be determined by lot. The final name left on the list shall be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list. For grievances involving discipline of a sworn law enforcement officer, the Association will request an arbitrator consistent with ORS 243.808 and in accordance with the process established by the Employment Relations Board.

The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, amend, 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.

22.5.1 The arbitrator shall be asked to submit an award within thirty (30) days from the date of the hearing. The decision may also provide retroactivity not exceeding sixty (60) days prior to the date the grievance was first filed with the Chief and shall state the effective date.

22.5.x Court Reporter. If the parties mutually agree to use a court reporter for a grievance arbitration hearing, the parties will equally share the cost of the court reporter and transcripts for each party and the arbitrator, and the transcript will be considered the official record of the arbitration hearing. If the parties do not agree mutually to using a court reporter, each party is responsible for its own costs for any notetaking.

22.5.2 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 costs by the arbitrator, ~~court reporter~~ (if any), and the hearing room shall be borne by the losing party. Following the rendering of the arbitrator's decision, the parties shall meet and attempt to agree which is the "losing party". If the parties are unable to so agree, the question of who the "losing party" is shall be submitted to the arbitrator who rendered the decision in question. The arbitrator's subsequent designation of the "losing party" shall be final and binding. If the arbitrator cannot designate which party is the loser, each party will pay one-half (1/2) the cost of the arbitration.

22.6 All grievances shall be in writing and clearly identified as a "Grievance." All grievances shall include the following information:

- The date the grievance is filed;
 - The name of the grievant(s);
 - The article(s) of this Agreement alleged to have been violated, or the discipline alleged to have been imposed without just cause;
 - The place, date and time the grievance occurred;
 - A short narrative explaining the facts and reasons supporting the grievance; and
 - The remedy being sought.
- Upon request of the City, any missing information shall be supplied in a timely manner.

22.7 All responses to grievances shall be in writing and clearly identified as a "Grievance Response." All responses to grievances shall be sent to the aggrieved officer(s) with copies to the Association. All responses to grievances shall include the following information:

- The date of the response to the grievance;
- The name of the person making the response;
- The decision affirming or rejecting the grievance;
- The proposed remedy if the grievance is affirmed; and
- A short narrative explaining the facts and reasons supporting the affirmation or rejection of the grievance.
- Upon request of the Association, any missing information shall be supplied in a timely manner.

22.8 The members of the PPA Grievance Committee shall be allowed up to a maximum of two (2) hours on-duty time per meeting for meetings of the Committee if the meeting is attended in part by a representative of the City authorized to adjust grievances on its behalf.

ARTICLE 61

PORTLAND POLICE OFFICER'S BILL OF RIGHTS PREAMBLE

61.1 All ~~members officers~~ within the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Portland Police Officers' Bill of Rights". The wide-ranging powers and duties given to the Bureau and its members on and off duty involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the action of members. These questions often require investigation by ~~the City, superior officers and/or the Internal Affairs Division~~. In an effort to ~~ensure insure~~ that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:

61.2 Except as otherwise provided, the procedures contained in this section apply only to non-criminal investigations which may reasonably result in the discipline of the ~~member officer~~.

61.2.1 **Interview Notice.** Prior to being interviewed regarding any ~~administrative IAD or EEO~~ investigation for any reason which could lead to disciplinary action, ~~a member an officer~~ shall be:

61.2.1.1 Informed in writing of the nature of the investigation and whether the ~~member officer~~ is a witness or an involved member a suspect, if and when known; and informed of other information necessary to reasonably apprise the involved member officer of the nature of the allegations of the complaint. An "involved member" is one who is alleged to have violated policy. Such information shall be

provided to the involved member following receipt by the City and upon assignment of the investigation to any administrative investigator, unless there is an associated criminal investigation in which case the notice will issue upon permission from criminal investigators, in a reasonable period of time following its receipt by the City. The PPA will be copied on all information notices under this Article 61.2.1.1 (note: from PPA proposal) Notices under this section may be provided by email.

61.2.1.2 Afforded an opportunity and facilities to contact and consult privately with ~~an attorney of the officer's choosing and/or~~ a representative or legal counsel of the Association, or designee, provided this does not delay the investigation. *(Bargaining note: Association is the exclusive representative for Association members for matters of employment relations. Outside representatives are not generally permitted.)*

61.2.2 Interview Safeguards: The due process provisions below apply to involved members and witness members.

61.2.2.1 Any interview of ~~member an officer~~ shall be when the member officer is on duty unless the seriousness of the investigation dictates otherwise. *(bargaining note: current practice is to compensate members when engaged in work duties, including investigatory interviews)*

61.2.2.2 Interviews shall take place at a Portland Police Bureau Station facility, ~~other City facility or if mutually agreed, at another location,~~ elsewhere if mutually agreed, unless the emergency of the situation necessitates otherwise.

61.2.2.3 The ~~member officer~~ may have an Association representative or Association designated attorney present ~~to witness~~ during the interview provided the representative does not participate in the interview beyond those activities permissible under Weingarten and PECBA. However, the interview may not be unduly delayed awaiting an unavailable Association representative or attorney when other Association representatives are available.

61.2.2.4 The ~~member officer~~ being interviewed shall be informed of the person directing the member to participate in an administrative investigation and/or investigatory meeting, name, rank, and command of the officer in charge of the investigation, the name of the investigator, interviewing officer, and all other persons present during the interview. In a compelled interview solely for noncriminal purposes, a member who refuses to respond to questions or to be interviewed must be informed that refusal will lead to disciplinary action up to and including termination.

- 61.2.2.5 Interviews shall be done under circumstances devoid of intimidation or coercion and shall not otherwise violate the ~~officer's~~ member's Constitutional Rights. The member ~~officer~~ shall not be subjected to abusive language. No promise of reward shall be made as an inducement to answer questions.
- 61.2.2.6 Interviews shall not be overly long. The member ~~officer~~ shall be entitled to such reasonable intermissions as the member ~~officer~~ shall request for personal necessities, telephone calls, and rest periods, with one ten (10) minute intermission every hour, if the officer requests.
- 61.2.2.7 All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the subject investigation.
- 61.2.2.8 The complete interview of the member ~~officer~~, noting all recess periods, shall be recorded and the member/Association ~~officer~~ upon request will be provided a copy of the recording, or the member/Association ~~officer~~ may also record the interview at their ~~the officer's~~ own expense. If the interview of a member is transcribed, the member and Association will be provided a copy. If the interviewed officer is subsequently charged and any part of any recording of the interview is transcribed by the Bureau, the officer shall be given a complimentary copy thereof.
- 61.2.2.9 Interviews and investigations shall be concluded with no unreasonable delay.
- ~~61.2.2.10~~ If during an investigatory interview testimony raises notice of potential criminal conduct by the member, the member will be informed of the right to consult with a criminal defense attorney with respect to the potential criminal conduct. This provision does not apply if the member was given a "Garrity" notice beforehand for the subject matter under investigation.
- ~~61.2.2.11~~ The Association representative may not be required to disclose or be subject to disciplinary action for refusing to disclose statements made by the member to the representative for purposes of the representation.

61.2.3- Pre-Determination Meeting. ~~When the Investigation Results in Charges Being Filed.~~

(editor's note: change all reference to hearing to meeting)

61.x.x.x Pre-Determination Notice: The involved member and Association will be provided with a proposed disciplinary letter that sets forth the policies alleged to have been violated, and explanation of the facts and circumstances supporting the alleged policy violations, and the level of proposed discipline being contemplated by the City. (bargaining note: This letter will designate the

City representative responsible for the notice as well the City representative involved in the process provided in this section)

61.2.3.1 Investigatory materials: The involved member and/or Association officer, upon request, will be furnished with a copy of all materials developed in the investigation which will contain all material facts of the matter, including witness statements relied on to make findings. Such materials will be provided no later than seven (7) days prior to the member's pre-determination meeting officer's mitigation hearing, and shall include any transcripts the City has prepared of recorded interviews. The obligation to disclose information to the involved member officer under this section shall not apply to information required to be maintained as confidential under federal or state law, in which case, redactions will be made of those confidential materials.

61.2.3.2 The involved member officer will be furnished with the names of all witnesses and complainants who will appear against the member officer and/or whose statements will be used against the officer.

61.2.3.4 Prior to imposing a disciplinary action, as identified in Article 20.1, the involved member will be given the opportunity to have a pre-determination meeting with the designated authority deciding the disciplinary action. The purpose of the pre-determination meeting is for the member and/or Association to provide any additional information and/or mitigating circumstances for the City's consideration prior to the imposition of any final discipline. The pre-determination meeting may be audio-recorded by the City, involved member, and/or Association; and a copy will be shared upon request. If a transcript is created of the pre-determination meeting, such transcript will be furnished to the involved member and/or Association. The involved member may choose to be accompanied at the pre-determination meeting by an Association representative or an Association designated attorney. In lieu of an in-person pre-determination meeting, the involved member and/or Association may provide a written statement to the City no later than the date/time set for the pre-determination meeting. In the event the involved member declines to attend the pre-determination meeting or to provide a written statement, the City may proceed with its final discipline decision.

61.2.4 Imposition of Disciplinary Action ~~When Disciplinary Action Results.~~

In the event the City imposes disciplinary action (as identified in Article 20.1) on an involved member, the disciplinary action shall be imposed using the Corrective Action Guide in Appendix X. The involved member will be provided a written copy of the imposed disciplinary action with copy to the Association. The disciplinary action will include the policies violated, an explanation of the facts and circumstances supporting the disciplinary action, and the level of disciplinary action imposed.

61.2.4.1 When the investigation results in a determination of a sustained complaint and disciplinary action is imposed, only the findings and the disciplinary order may be placed in the member's officer's Personnel and "201" files. All other investigatory materials will be maintained separately in accordance with state law.

61.2.4.2 No dismissal, demotion or other punitive measure shall be taken against an officer unless the officer is notified of the action and the reason(s) therefor prior to the effective date of such action.

61.2.4.3 The twenty (20) calendar day time limit for filing a grievance will commence under Articles 22.2 and 20.1.1.2 of this Agreement on the day after the member acknowledges receipt of the City's final discipline letter by the member's dated signature upon such letter.

61.3 **Personal Information.** No member officer shall be required for purposes of assignment or other personnel action to disclose any item of the member's officer's property income, assets, source of income, credit [PPA: proposal] or personal or domestic expenditures (including those of any member or the member's officer's family), unless such information is obtained under proper legal procedures, or tends to indicate a conflict of interest with respect to the performance of the member's officer's official duties. The City shall notify an officer when it receives a request from the media or a subpoena or request in criminal or civil proceedings for any materials in the member's officer's personnel or administrative investigatory IAD files.

61.4 **Political Activity.** Except when on duty or when acting in the member's officer's official capacity, no member officer shall be prohibited from engaging in political activity.

61.5 **Lie Detector Tests.** No member officer shall be required to take any lie detector or similar tests as a condition of continued employment.

61.6 **Personnel File.** All members officers shall have access to their Bureau personnel file, precinct file, and any summary report of an administrative IAD investigation in which they were identified as an involved member, ~~a suspect~~. The member officer may submit rebuttal material as desired. However, ~~a member the officer~~ may not have access to the background investigation report.

61.7 **Deadly Force Incidents.** An officer involved in the use of deadly force shall have the right to counsel and Association representation as set out in the Police Bureau Directives Manual of Rules and Procedures.

61.8 **Criminal Investigations.** If the Bureau questions an officer during a criminal investigation of one of its officers, it shall advise the member of the criminal nature of the investigation and whether the member is a suspect or a witness before interviewing the member. The preceding sentence shall not apply to covert or undercover investigations. If the member is a witness, the member shall be informed of and afforded the right to Association representation during any interview. Investigations of the use of deadly force by bargaining unit members shall be conducted pursuant to bureau directives, G.O. 1010.10.

61.9 Police Review Board (PRB). The following shall apply to the Police Review Board:

61.9.1 Officers who choose to attend a PRB meeting shall be afforded the following:

61.9.1.1 The right to be in attendance during non-Executive Session proceedings of the PRB, and upon the officer's request, the right to be represented by the Association during non-Executive Session proceedings of the PRB.

61.9.1.2 The right to make a presentation to the PRB. This right shall include the right to make a personal statement and submit documentary and other information, but shall not include the right to call witnesses or ask questions of other individuals making presentations to the PRB.

61.9.1.3 The Association shall be allowed to have a representative present during any portion of PRB Executive Session in which non- Board member "presenter" representatives of Training Division, Internal Affairs Division, or Detective Division are allowed to attend.

61.9.2 If the Association challenges discipline through the grievance procedure under this agreement or through the Civil Service Board appeal process, the arbitrator or the Civil Service Board will be presented with the following joint statement in the event either party seeks to introduce into evidence the recommendations of the PRB: "The Police Review Board is an advisory body ~~formed by the City~~ for purposes of making recommendations to the City Chief of Police. The proceedings of the Board are not adversarial in nature, do not involve an evidentiary meeting hearing, and the PPA and involved officers do not have the right to call or cross-examine witnesses."

61.10 Drug Testing. Reasonable suspicion and random drug testing shall be conducted pursuant to Bureau and/or City Policy. ~~Random testing thereunder shall not be conducted prior to July 1, 2011.~~ Nothing in this agreement shall be considered a waiver of the constitutional rights of PPA members with respect to drug testing, nor shall this agreement be a bar to a constitutional challenge by the PPA or any of its members to random drug testing. The parties agree that their PECBA obligations are met concerning bargaining random drug testing.

61.xx (from 21.3). The City retains the right to restrict or suspend an employee's police powers during the pendency of investigation and imposition of discipline, criminal investigation, or pending clearance in a medical or psychological fitness for duty examination. The City retains the right to end shift differential premium pay for employees with restricted or suspended police powers. The City will comply with ORS 181.789(4) when ending shift differential premium pay for employees with restricted or suspended police powers. Removal of police powers shall not be considered disciplinary. For members placed on paid administrative leave, members will be scheduled on a shift Monday through Friday, 8 am to 5 pm, with an unpaid lunch period of one hour.

ARTICLE 62

INDEPENDENT POLICE REVIEW (IPR)

62.1 Except as provided in this article, the provisions of Article 61 of the parties' collective bargaining agreement shall apply to investigations conducted or reviewed by the IPR. However, given that IPR does not have authority or responsibility relating to the imposition of discipline, the following clarifications are made:

62.1.1 Relating to Article 61.2.3, if an investigation conducted or reviewed by IPR results in proposed discipline, all requests for information by the officer for IPR materials containing material facts of the matter must be made through the Personnel Division of the Portland Police Bureau.

62.1.2 Article 61.2.4 does not apply except that, consistent with Article 61.2.4.1, Should the Bureau impose discipline based on an investigation conducted or reviewed by IPR, only the findings and disciplinary order issued by the Bureau may be placed in an officer's Personnel or "201" file.

61.2.3 The parties recognize that IPR has no authority or responsibility relating to Articles 59, 61.6, 61.7, and 61.8.

62.2 An involved member officer who is dissatisfied with an investigation of their alleged officer misconduct relating to a citizen-initiated complaint may request a review in accordance with IPR/CRC Protocols.

62.3 When an investigation is conducted by IPR, an officer shall have access to any summary report of an IPR investigation in which they were an involved member suspect. The involved member officer may submit rebuttal material as desired. When an investigation is reviewed by IPR, an involved member officer shall have access to the IPR Final Report in accordance with the IPR/CRC Protocols. The involved member officer may submit rebuttal material as desired.

62.4 Should an involved a PPA member against whom a citizen complaint has been sustained and discipline imposed decide to utilize the IPR review process provided for under PCC Section 3.21, then Step 2 of the grievance process described in Article 22 of the collective bargaining agreement shall be held in abeyance until the IPR review process is complete. In no event will the grievance process be held in abeyance for more than six months from the date that the grievance was filed.

62.5 Article 15, Policies and Procedures and Other Orders, of the collective bargaining agreement will apply to rules proposed and issued by the IPR pursuant to PCC 3.21.070(I).

62.6 Nothing in this agreement shall be considered a waiver of the rights of the PPA or a PPA member to challenge the ability of IPR and/or the CRC to subpoena an officer.

62.7 The parties acknowledge that when the City is prepared to present the terms that will commence the Portland Community Police Oversight Board, the City will provide notice to the Association prior to implementation. The City and the Association will comply with any bargaining obligations that may exist under the PECBA consistent with the procedures of ORS 243.698.

(Bargaining note: The parties acknowledge that upon implementation of the Oversight Board, and dissolution of IPR, there is no possible grievable event under Article 62.)

(Bargaining note: The City and the Association disagree on impact bargaining obligations under SB 621.)

**City of Portland and Portland Police Bureau
CORRECTIVE ACTION GUIDE**

THIS IS A DRAFT ONLY AND IS SUBJECT TO DOJ APPROVAL

CATEGORY	LEVEL	AGGRAVATION/MITIGATION
<p>STEP 1</p> <p>Step 1 Process: Review conduct to determine category</p>	<p>STEP 2</p> <p>Step 2 Process: Based on category, move to presumptive level</p>	<p>STEP 3</p> <p>Step 3 Process: Apply aggravation and mitigation factors as relevant to determine corrective action</p>
<p>Conduct in violation of one or more Bureau Policies which: (Note: If conduct falls into 2 categories or more, the higher of the categories applies. The highest category is E.)</p>	<p>Presumptive Corrective Action Level (presumptive for B, C, or D is yellow, orange, or red) For multiple sustained violations, the presumptive action level initiates with the higher presumptive corrective action level.</p>	<p style="text-align: center;">Mitigating/Aggravating Circumstances move corrective action 1 level up or down*</p> <p style="text-align: center;">← →</p>
<p>A</p> <p>Conduct in violation of one or more City or Bureau Policies that involves: (1) a minor violation from policy; (2) a quality-of-service issue; (3) discourtesy; (4) negligence; (5) inefficient or negligent use of department resources; or (6) minor property damage.</p>	<p>Non-Disciplinary - Command Counseling, remedial training, or voluntary and mutual mediation.</p> <p>Written Reprimand</p>	

* Aggravating and Mitigating factors are only applied after Step 1 (determination of category) and after Step 2 (determination of presumptive level) are concluded. The mitigation and aggravation factors are used only to alter a corrective action level within a specified category. These factors do not alter the category of conduct.

Education-Based Corrective Action can include remedial training, and/or independent study.

**** In exceptional circumstances, and at the City's sole discretion, corrective action less than termination may be recommended by the decision maker, either the Police Chief or Oversight Board, to the Commissioner in Charge for approval

SWOP = Suspension without Pay; the number refers to the number of hours. Suspensions must be in the increments listed.

City of Portland and Portland Police Bureau CORRECTIVE ACTION GUIDE

CATEGORY STEP 1	LEVEL STEP 2	AGGRAVATION/MITIGATION STEP 3			
<p>Step 1 Process: Review conduct to determine category</p> <p>Conduct in violation of one or more Bureau Policies which: (Note: if conduct falls into 2 categories or more, the higher of the categories applies. The highest category is E.)</p> <p>B Conduct in violation of one or more City or Bureau Policies that involves: (1) violation of a policy that is neither minor nor significant; (2) involves foreseeable risk, or actual impact, to safety of public or others; (3) out-of-policy use of force intended to establish control of a resistant subject, but not intended or likely to cause persistent pain or physical injury (Category IV use of force policy); (4) unintentional/minor procedural law violation; (5) third-party property damage; (6) failure to take some required important action; or (7) failure to correct behavior after multiple (2 or more) category A violations involving the same or similar conduct.</p>	<p>Step 2 Process: Based on category, move to presumptive level</p> <p>Presumptive Corrective Action Level (presumptive for B, C, or D is yellow, orange, or red) For multiple sustained violations, the presumptive action level initiates with the higher presumptive corrective action level</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Written Reprimand</td> </tr> <tr> <td style="text-align: center;">10 SWOP presumptive</td> </tr> <tr> <td style="text-align: center;">20 SWOP</td> </tr> </table> <p>Education-based alternatives (EBA) may be used in lieu of suspension hours for one-half of the suspension. A 10 hour suspension may be EBA'd to a written reprimand.</p>	Written Reprimand	10 SWOP presumptive	20 SWOP	<p>Step 3 Process: Apply aggravation and mitigation factors as relevant to determine corrective action</p> <p style="text-align: center;">Mitigating/Aggravating Circumstances move corrective action 1 level up or down*</p> <div style="text-align: center;"> </div>
Written Reprimand					
10 SWOP presumptive					
20 SWOP					

* Aggravating and Mitigating factors are only applied after Step 1 (determination of category) and after Step 2 (determination of presumptive level) are concluded. The mitigation and aggravation factors are used only to alter a corrective action level within a specified category. These factors do not alter the category of conduct.

Education-Based Corrective Action can include remedial training, and/or independent study.

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City of Portland and Portland Police Bureau CORRECTIVE ACTION GUIDE

CATEGORY STEP 1

Step 1 Process: Review conduct to determine category

Conduct in violation of one or more Bureau Policies which: (Note: if conduct falls into 2 categories or more, the higher of the categories applies. The highest category is E.)

C
Conduct in violation of one or more City of Bureau Policies which involves: (1) a significant risk or significant actual impact to safety of public or employees; (2) involves a foreseeable use of force that is reasonably likely to cause non-enduring pain, disorientation, physical injury or the complaint of pain (Category III use of force policy); (4) major third-party property damage; (5) intentional or reckless violation of civil rights that is not a significant departure from established police practices; (6) non-injury or non-property damage off duty DUII; (7) discriminatory or harassing conduct based on protected class status; or (8) failure to correct behavior after multiple (2 or more) Category B violations involving the same or similar conduct.

LEVEL STEP 2

Step 2 Process: Based on category, move to presumptive level

Presumptive Corrective Action Level (presumptive for B, C, or D is yellow, orange, or red) For multiple sustained violations, the presumptive action level initiates with the higher presumptive corrective action level.

20 SWOP
40 SWOP Presumptive
80 SWOP

Education-based alternatives may be used in lieu of suspension hours for one-half of the suspension****

AGGRAVATION/MITIGATION STEP 3

Step 3 Process: Apply aggravation and mitigation factors as relevant to determine corrective action

Mitigating/Aggravating Circumstances move corrective action 1 level up or down*

* Aggravating and Mitigating factors are only applied after Step 1 (determination of category) and after Step 2 (determination of presumptive level) are concluded. The mitigation and aggravation factors are used only to alter a corrective action level within a specified category. These factors do not alter the category of conduct.

Education-Based Corrective Action can include remedial training, and/or independent study.

**** In exceptional circumstances, and at the City's sole discretion, corrective action less than termination may be recommended by the decision maker, either the Police Chief or Oversight

SWOP = Suspension without Pay; the number refers to the number of hours. Suspensions must be in the increments listed.

City of Portland and Portland Police Bureau CORRECTIVE ACTION GUIDE

CATEGORY STEP 1

Step 1 Process: Review conduct to determine category

Conduct in violation of one or more Bureau Policies which: (Note: if conduct falls into 2 categories or more, the higher of the categories applies. The highest category is E.)

D
 Conduct in violation of one or more City of Bureau Policies which involves: (1) a significant policy violation that is intentional or reckless; (2) out-of-policy use of force that is reasonably likely to cause enduring pain, physical injury, disability or impairment of any body part, but does not result in death (Category II use of force policy); (3) significant violation of confrontation management performance policy; (4) a serious lack of integrity, ethics or character related to an officer's fitness to hold the position of police officer; (5) unethical behavior for personal gain; (6) a pattern of sustained rule violations that does not respond to corrective action or training (a pattern is considered to be at least more than 5 sustained violations); (7) failure to correct behavior after multiple (2 or more) Category C violations involving the same or similar conduct; (8) insubordination; (9) retaliation; (10) controlled substance abuse (excludes "first-offense" under PPA/PPCOA Substance Abuse Policy); (11) An intentional or reckless civil rights violation that is a significant departure from established police practice; (12) discriminatory or harassing conduct based on protected class status that shocks the conscience of a reasonable person; (13) off-duty DUIII resulting in personal injury or property damage; (14) reckless misconduct with foreseeable risk of serious injury; (15) untruthfulness that is not relevant to the duties of the job classification.

60 SWOP	Education-based alternatives may be used in lieu of suspension hours for one-half of the suspension***	
120 SWOP presumptive		
<i>Termination</i>		

Demotion is an option for promoted positions for either when A) the conduct impacts the ability to continue to serve in a supervisory role B) demotion serves as an alternative to termination in exceptional circumstances.

AGGRAVATION/MITIGATION STEP 3

Step 3 Process: Apply aggravation and mitigation factors as relevant to determine corrective action

Presumptive Corrective Action Level (presumptive for B, C, or D is yellow, orange, or red) For multiple sustained violations, the presumptive action level initiates with the higher presumptive corrective action level.

Mitigating/Aggravating Circumstances move corrective action 1 level up or down*



* Aggravating and Mitigating factors are only applied after Step 1 (determination of category) and after Step 2 (determination of presumptive level) are concluded. The mitigation and aggravation factors are used only to alter a corrective action level within a specified category. These factors do not alter the category of conduct.

Education-Based Corrective Action can include remedial training, and/or independent study.

**** In exceptional circumstances, and at the City's sole discretion, corrective action less than termination may be recommended by the decision maker, either the Police Chief or Oversight Board, to

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determining the category	CALCULATION
Aggravating Factors - Add point/s	Points
Intentional conduct	2
Significant impact on community member or City operations or Mission	2
Significant property damage or serious physical injury	2
Does not accept responsibility if policy violation is undisputed	1
Delay in reporting	1
Attempt to cover up conduct or behavior	2
Motivated by personal interest	1
Failure to meet documented expectations	1
Supervisory Position	1
Other (specified on a case-by-case basis) (Only to be used by final decision maker)	1

Mitigating Factors - Subtract point/s	Points
Unintentional conduct	1
No impact on community member or City Operations/Mission	1
No property damage or physical injury	1
Self-reported the violation	1
Attempt to ameliorate or correct the error (but not done to hide the error)	2
Positive attitude; accepts responsibility	2
Motivated by public interest or wellbeing of others	2
Positive work history	1
No repeated or other sustained violations.	2
Other (specified on a case-by-case basis)(Only to be used by final decision maker)	1
Total:	14

CALCULATION

Each factor that applies receives a corresponding point value. Factors that do not apply receive no point value. Subtract mitigation total (green) from aggravation total (red). If the number is negative, corrective action is mitigated. If the number is positive, the violation is aggravated. If the number is 0, the violation is neither mitigated nor aggravated. Aggravating and Mitigating factors apply to the totality of the conduct sustained. Note: An aggravating or mitigating factor will not be considered if already considered in determining the category

Note for TOP: An aggravating or mitigating factor will not be considered if already considered in determining the category

also duplicate to above
TS 805
2/4/22

**PORTLAND POLICE BUREAU
CORRECTIVE ACTION GUIDE**

CATEGORY STEP 1	LEVEL STEP 2	AGGRAVATION/MITIGATION STEP 3
<p>Step 1 Process: Review conduct to determine category</p> <p>Conduct in violation of one or more Bureau Policies which: (Note: if conduct falls into 2 categories or more, the higher of the categories applies. The highest category is E.)</p>	<p>Step 2 Process: Based on category, move to presumptive level</p> <p>Presumptive Corrective Action Level (presumptive for B, C, or D is yellow, orange, or red) For multiple sustained violations, the presumptive action level initiates with the higher presumptive corrective action level.</p>	<p>Step 3 Process: Apply aggravation and mitigation factors as relevant to determine corrective action</p>
<p>E</p> <p>Conduct in violation of one or more City or Bureau Policies which involves: (1) a felony crime conviction or felonious misconduct; (2) domestic violence; (3) criminal conviction of a crime that is a DPSST certification disqualifying crime; (4) untruthfulness; (5) public corruption for monetary gain; (6) intentional misuse of police authority based on protected class or status; or (7) out-of-policy use of deadly force or significant policy violation of the confrontation management performance policy during use of deadly force.</p>	<p>Termination****</p>	

* Aggravating and Mitigating factors are only applied after Step 1 (determination of category) and after Step 2 (determination of presumptive level) are concluded. The mitigation and aggravation factors are used only to alter a corrective action level within a specified category. These factors do not alter the category of conduct.

Education-Based Corrective Action can include remedial training, and/or independent study.

**** In exceptional circumstances, and at the City's sole discretion, corrective action less than termination may be recommended by the decision maker, either the Police Chief or Oversight Board,

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CITY OF PORTLAND

DISCIPLINE GUIDE

Last revised jointly

2-3-22

9 pm

GOALS

The goals and objective of this disciplinary guide is to provide for the following:

- Accountability
- Clarity
- Consistency
- Correct Behavior
- Improve Trust with Community
- Improve Trust for Employees and Employer

LEVELS OF ACCOUNTABILITY

Generally, corrective measures include the following actions:

- Command Counseling (not considered disciplinary)
- Letter of Reprimand
- Suspension
- Demotion
- Termination

Levels of corrective action are placed into five general categories: A – E

- A – Letters of Reprimand and Command Counseling, for minor administrative policy and conduct violations. (for example: tardiness)

- B, C, D – Misconduct not necessarily resulting in termination and other non-terminable correction action with likely suspension without pay.
 - In most cases, employees continue as officers.
 - Continued employment meets the goals of accountability, clarity, consistency, correcting behavior, improving community trust and improving employee trust.
 - Aggravating or mitigating factors may be considered.

- E – Termination without Mitigation for cases involving:
 - Felonious conduct or Felony Crime Conviction
 - Domestic Violence
 - Untruthfulness
 - Public Corruption for Monetary Gain
 - Out-of-policy use of deadly force or significant violation of the confrontation management performance policy during use of deadly force.
 - Intentional Misuse of Police Authority based on Protected Class Status

Note: These corrective actions do not necessarily address day to day directives or instructions, though continued performance deficiencies may lead to progressive corrective action.

STEPS TO DETERMINE ACTION

Step 1: Review the type of conduct to determine category A-E. Apply the higher category for conduct that violates one or more policies and that falls into more than one category. The highest category is E.

Step 2: Identify presumptive "level" of corrective action associated with the category identified at Step 1.

Step 3: Apply mitigating and aggravating factors as relevant to determine if a greater or lesser corrective action than the presumptive level applies. Aggravation and mitigation does not change the category, but changes the level of discipline within the same category.

Education Based Alternatives will be offered upon imposition of discipline for Categories B, C and D as identified on the guide.

PRINCIPLES

- *Negligent: an officer fails to use reasonable care, which is the degree of care and judgment used by reasonably careful police officers in the management of their own affairs to avoid harming themselves, others, or property. See Uniform Civil Jury Instruction 20.02*
- *Reckless: an officer is aware of and consciously disregards a substantial and unjustifiable risk that the*

- result will occur or that the circumstance exists. The risk must be of such nature and degree that disregard thereof constitutes a gross deviation from the standard of care that a reasonable police officer would observe in the situation. See ORS 161.085(9)*
- *Intentional: an officer acts with a conscious objective to cause the result or to engage in the conduct so described. See ORS 161.085(7)*
 - *Application of any mental state is done using the standard of a reasonable person within their job classification at the time the act or omission occurs.*

CATEGORY NARRATIVE

Categories A - E, as presented in the Corrective Action Guide, are further described in this narrative. In the process of determining the correct Category, a review should first rely on the definitions provided in the Discipline Guide. This Category Narrative is intended to assist decision makers by giving a general overview of various types of conduct that could fall into a particular Category. Examples are a general overview and are not absolute. Dependent on the totality of circumstances, alleged conduct could fall under more than one Category.

Category A

A. Conduct in violation of one or more City or Bureau policies that involves:

1. A minor violation from policy;

For example: minor deviation from: vehicle pursuit policy, confrontation management performance policy; failure to warn (prior to use of force);, duty to intervene/report policy, or administrative BWC policy.

2. A quality-of-service issue;

For example: Failure to write a report (excludes FDCR or ORS mandated report); failure to appear in court.

3. **Discourtesy;**
For example: Rude or dismissive behavior/language; use of profanity not directed at a person.
4. **Negligence;**
For example: Minor mishandling of property such as inadvertently dropping and damaging a cell phone.
5. **Inefficient or negligent use of department resources; or**
For example: Negligent Discharge of Less Lethal/Taser
6. **Minor property damage.**
For example: Vehicle crash (excludes first-time minor Bureau vehicle damage)

Vehicle accidents: "First time Bureau vehicle accidents resulting in minor property damage (e.g., backed into a pole) may appropriately be handled through non-disciplinary remediation and EIS."

Category B

- B. **Conduct in violation of one or more City or Bureau policies that involves:**
 1. **Violation of a policy that is neither minor nor significant;**
For example: Vehicle pursuit policy, confrontation management performance policy, duty to intervene/report policy, or administrative BWC policy; policy violation resulting in negligent discharge of a firearm; disclosure of confidential information; use of profanity directed at another but not based on a protected class.
 2. **Involves foreseeable risk, or actual impact, to safety of public or others.**
 3. **Out of policy use of force intended to establish control of a resistant subject, but not intended or likely to cause persistent pain or physical injury (Category IV use of force policy);**
 4. **Unintentional/minor procedural law violation;**
For example: Search and seizure
 5. **Third-party property damage;**
For example: Vehicle crash involving damage to third-party property that is not significant.
 6. **Failure to take some required important action; or**

*For example: Failure to complete FDCR or ORS mandated report;
failure to adhere to ORS mandated arrest*

- 7. Failure to correct behavior after multiple (two or more) Category A violations involving the same or similar conduct.**

Category C

C. Conduct in violation of one or more City or Bureau policies that involves:

- 1. A significant violation of a policy that is not intentional or reckless.**
For example: Vehicle pursuit policy, duty to intervene/report policy, or BWC policy;
- 2. Involves a foreseeable significant risk or significant actual impact to safety of public or employees;**
- 3. Out of policy use of force that is reasonably likely to cause non-enduring: pain, disorientation, physical injury, or the complaint of pain (Category III use of force policy);**
- 4. Major third-party property damage;**
- 5. Intentional or reckless violation of civil rights that is not a significant departure from established police practice;**
- 6. Non-injury or non-property damage off-duty DUII;**
- 7. Discriminatory or harassing conduct based on protected class status; or**
For example: BHR 2.02 violations or disparate treatment. A 2.02 violation could be a category C or D as defined.
- 8. Failure to correct behavior after multiple (two or more) Category B violations involving the same or similar conduct.**

Category D

D. Conduct in violation of one or more City or Bureau policies that involves:

- 1. A significant policy violation that is intentional or reckless:**
For example: Intentional or reckless violation of duty to intervene/report policy or BWC policy; intentional or reckless evidence mishandling; intentional or reckless violation of search and seizure policy

2. **Out of policy use of force that is reasonably likely to cause enduring: pain, physical injury, disability or impairment of any body part, but does not result in death (Category II use of force policy);**
3. **Significant violation of confrontation management performance policy;**
4. **A serious lack of integrity, ethics or character related to an officer's fitness to hold the position of police officer;**
5. **Unethical behavior for personal gain;**
For example: Display of a firearm or badge for personal gain
6. **A pattern of sustained rule violations that does not respond to corrective action or training. A pattern is considered at least more than five sustained violations;**
7. **Failure to correct behavior after multiple (two or more) Category C violations involving the same or similar conduct;**
8. **Insubordination;**
9. **Retaliation;**
10. **Controlled substance abuse (excludes "first-offense" under PPA/PPCOA Substance Abuse Policy);**
11. **An intentional or reckless civil rights violation that is a significant departure from established police practice;**
12. **Discriminatory or harassing conduct based on protected class status that shocks the conscience of a reasonable person;**
For example: BHR 2.02 or disparate treatment that shocks the conscience
13. **Off-duty DUII resulting in personal injury or property damage;**
14. **Reckless misconduct with foreseeable risk of serious injury; or**
15. **Untruthfulness that is not relevant to the duties of the job classification.**

Category E

E. Conduct in violation of one or more City or Bureau policies that involves:

- 1. A felony crime conviction or felonious misconduct;**
- 2. Domestic violence;**
- 3. Criminal conviction of a crime that is a DPSST certification disqualifying crime;**
- 4. Untruthfulness**
(for example: Truthfulness Directive 310.50)
- 5. Public corruption for monetary gain;**
- 6. Intentional misuse of police authority based on protected class status; or**
- 7. Out-of-policy use of deadly force-or significant violation of the confrontation management performance policy during use of deadly force. (For example: Category I use of force).**

EDUCATION-BASED ALTERNATIVES

The City and its Police Bureau members place a high value on education and continuous performance improvement. Upon imposition of discipline and consistent with the corrective guide, the City will offer education-based alternatives (EBA) to assist in remediation related to the policy violations. EBA alternatives will be determined by the final decision maker, who may also receive input from others within the decision-making process. An employee may elect to engage in education-based alternatives as part of corrective action.

Education Based Alternatives include:

- Coupled with corrective action (other than termination)
- Individualized remedial plan related to the policy violation and created with employee that emphasizes education, training, and other creative interventions to promote a positive outcome and avoid employee embitterment
- Mutual Mediation
- Re-training
- The City is not precluded from directing employees to engage in education-based courses or other remedial actions, whether or not it is part of an EBA.
- Note: Upon successful completion of EBA, an addendum to the corrective action will be attached to the final corrective action letter to identify the specific EBA completed.
- Note: In the event a member does not complete EBA in a timely manner, the original corrective action, without the EBA option, will be imposed.

(bargaining note: City will offer EBA specifics in disciplinary action letter with time limits. If employee does not timely complete EBA, the original suspension is imposed)

(bargaining note: Disciplinary action will reflect a revised addendum when EBA is completed)

AGGRAVATION AND MITIGATION FACTORS

Aggravating factors are circumstances that increase the severity of the impact of the directive violation.

Mitigating factors are circumstances that do not excuse or justify the conduct but decrease the severity of the impact of the directive violation.

*Aggravating or mitigating factors are applied only ***after*** the sustained finding(s) for the totality of the conduct found and after any due process meeting. These factors are only used to alter a corrective action level. Aggravating and mitigating factors do not alter the category of conduct.

ACKNOWLEDGEMENTS

The parties agree as follows:

A. Should a disciplinary action be grieved to an arbitration, the arbitrator is bound the terms of the Corrective Action Guide and by ORS 243.706(3) and ORS 243.808 et seq.

B. The Parties agree that the question of the appropriate “Category” under the Corrective Action Guide for the alleged misconduct is a question of proof, by a preponderance of the evidence, by the City consistent with ORS 243.808(a) inclusive of a showing by the City of just cause under ORS 236.350.

C. If the Arbitrator determines that City has not proven any policy violation, then the Arbitrator has the authority to rescind the discipline.

D. If the Arbitrator determines that the City has proven some but not all of its alleged policy violations, and/or that the policy violation(s) is incorrectly Categorized under the Corrective Action Guide, the Arbitrator has the authority to downgrade the Category in the Corrective Action Guide. In such event, the hearing process will be

suspended and the determination of the appropriate sanction will divert back to the City. The City has 21 calendar days from the Arbitrator's ruling to provide a formal notice of proposed sanction to the Arbitrator, Union and member. The parties may mutually agree to the proposed disciplinary action and resolve the grievance. If the new proposed disciplinary action is contested by the Union, the Arbitrator will retain jurisdiction, and the parties will return to the Arbitrator whose ruling will be limited to the issue of the amount of the new proposed disciplinary action, which shall be judged based on the standard as set forth in paragraph E below.

E. If the Arbitrator determines that the City has proven the alleged policy violations, the Arbitrator shall uphold the disciplinary action, unless the Arbitrator finds that the disciplinary action is arbitrary and capricious as required by ORS 234.808(1)(b). For termination cases, the Arbitrator is further subject to ORS 243.808(1)(c).

(bargaining note: Parties acknowledge PECBA and CBA obligations under Saving Clause if guide and process is determined contrary to law)

(bargaining note: Parties acknowledge typo in Section 10 of HB2930 as related to execution of the statute)

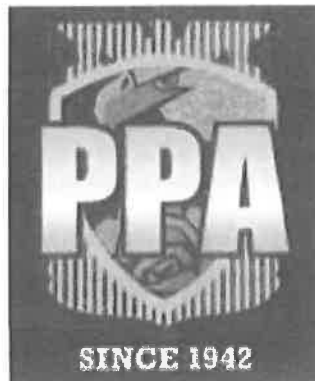
F. The Corrective Action Guide applies to administrative investigations opened on or after the date of ratification of the 2021-2025 collective bargaining agreement. The prior advisory disciplinary guide and associated Discipline Guide LOA will remain in effect for all administrative investigations open before the date of ratification of the 2021-2025 collective bargaining agreement.

(bargaining note: Parties acknowledge prior advisory discipline guide is not binding, but may be persuasive)

TENTATIVE LABOR AGREEMENT

between the

PORTLAND POLICE ASSOCIATION



and the

CITY OF PORTLAND



~~November 11, 2016 Through
June 30, 2020~~

July 1, 2021 through June 30, 2025

*Changes denoted in **bold double underline** and ~~strikeout~~*

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CONTRACT

between

CITY OF PORTLAND

and

PORTLAND POLICE ASSOCIATION

PREAMBLE

THIS CONTRACT entered into on this ~~11th day of November, 2016~~²² between the CITY OF PORTLAND, OREGON, hereinafter referred to as the City, and the PORTLAND POLICE ASSOCIATION, hereinafter referred to as the Association, has as its purpose the promotion of harmonious relations between the City and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 - RECOGNITION

- 1.1 The City recognizes the Association as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours, and other conditions of employment for all sworn Police personnel in the Police Officer, Sergeant, Detective and Criminalist classifications and non-sworn personnel in the Public Safety Support Specialist classification, ~~presently recognized, who have taken the oath of office, are authorized to execute warrants and are charged with law enforcement responsibilities.~~ All references to positions or classifications in this Agreement are ~~The term "sworn Police personnel" is~~ applied without regard to sex, rank (except as provided herein), division, or duty to personnel employed by the City of Portland, Oregon, Bureau of Police.
- 1.2 As used in this contract, "officer", "Public Safety Support Specialist", and "member" shall refer to members of the Association's bargaining unit unless otherwise specifically indicated.

(Bargaining Note: Parties intent for PS3 classification was to incorporate LOA into CBA, and dissolve the LOA. Should a provision of the LOA have been missed, the parties agree to adjust the CBA accordingly.)

ARTICLE 2 – MANAGEMENT RIGHTS *CCL

2.1 The City shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the Bureau, determining the levels of service and methods of operation including subcontracting and the introduction of new equipment; the right to hire, lay off, transfer and promote; to discipline or discharge for cause, to determine work schedules and assign work and any other such rights not specifically referred to in this Contract. Management rights, except where abridged by specific provisions of this Contract or general law, are not subject to the Grievance Procedure.

2.2 When the City is contemplating civilianizing a position, it shall provide the Association with sixty (60) days' notice of its intent to civilianize. The City shall provide the Association with all materials developed supporting the decision to civilianize the position, and any additional materials requested by the Association to evaluate the economic feasibility of the change in status of the position. If requested by the Association, the City and the Association shall meet to discuss alternatives to civilianization. The City retains the discretion to either partially or completely implement the civilianization, or to retain the position in sworn status.

2.3 Nothing in this Contract shall preclude the Bureau of Human Resources from exercising its authority to classify, or reclassify positions and to establish entrance and promotional examination requirements. Officers shall perform all work assigned that is reasonably within the scope and terms of the classification specification, though not specifically described herein.

ARTICLE 3 – EXISTING STANDARDS

3.1 Standards of employment related to wages, hours and working conditions which are mandatory for collective bargaining except those standards modified through collective bargaining shall be maintained at not less than the level in effect at the time of the signing of this Agreement. Any disagreement between the Association and the City with respect to this section shall be subject to the grievance procedure.

(Bargaining Note: Parties intend to maintain existing practices regarding resolving matters of labor relations mid-term.)

ARTICLE 4 – PRODUCTIVITY

4.1 It is the intent of the parties to achieve and sustain maximum productivity per officer during the term of this Agreement. 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 its agreement with the objective of achieving the highest level of officer performance and efficiency consistent with safety, good health and sustained effort.

ARTICLE 5 – AID TO OTHER UNIONS *CCL

5.1 The City will not aid, promote or finance any labor organization nor make any agreement with any such group for the purpose of undermining the Association.

ARTICLE 6 – DUES & CHECKOFF

6.1 All employees covered under the terms of this Agreement may voluntarily join the Association as a member.

6.12 The City agrees to deduct the Association membership initiation fee and insurance, and once each month, membership dues and any additional recurring and periodic Political Action Committee contribution and other charges, fees, and assessments made by the Association which have been ~~agreed to~~ authorized by the member, from the pay of members. The amount to be deducted shall be certified to the City by the treasurer of the Association, and the aggregate deductions of those members shall be remitted, together with an itemized statement, to the treasurer of the Association by the first day of the succeeding month, after such deductions are made. The member's authorization shall be terminable upon thirty (30) days' written notice to the City and the Association.

(Bargaining Note: Current practices surrounding new hires' union dues deduction becoming effective and time of union dues to PPA remains unchanged.)

~~6.2 The City shall also deduct from wages and transmit to the Association monthly, whatever amount is determined to be the fair share of these officers who do not authorize the deduction of dues and initiation fees.~~

6.3 The Association agrees that it will indemnify and save the City harmless from all suits, actions, and claims against the City or persons acting on behalf of the City whether for damages, compensation or any combination thereof, arising out of the City's faithful compliance with the terms of this Article. In the event of any suit or proceeding brought to invalidate this Article, both parties will actively defend the suit or action at their own expense. However, in the event any determination is made by the highest court having jurisdiction that this Article is invalid, the Association shall be solely responsible for any reimbursement.

ARTICLE 7 – FAIR SHARE RESERVED

~~7.1 All officers covered by this Contract shall within thirty (30) days following the completion~~

~~of their eighteen (18) months' probationary period, either (1) become and remain a member of the Association, or (2) tender to the Association the officer's fair share assessment. If the officer has not joined the Association by the required time, the Fair Share will be automatically deducted from the officer's pay check by the City and paid to the Association. Provided that no officer will be required to pay a fair share pursuant to this Article if the officer's refusal is based on bona fide religious tenets or teachings of a church or religious body of which such officer is a member. Such officer shall pay an amount of money equivalent to regular dues to a non-religious charity or to another charitable organization mutually agreed upon by the officer and the Association. The officer shall furnish written proof to the City that this has been done.~~

~~7.2 Upon receipt of written certification from the Association that it has implemented a procedure which complies with the United States Supreme Court's decision in Chicago Teachers Union v. Hudson and the amount of the fair share fee under that procedure, the City shall implement the fair share deduction.~~

~~7.3 The Association agrees that it will indemnify and save the City harmless from all suits, actions, and claims against the City or persons acting on behalf of the City whether for damages, compensation or any combination thereof, arising out of the City's faithful compliance with the terms of this Article. In the event any suit, action or proceeding is brought by any officer, citizen, or other party, to invalidate this Article, both parties will actively defend the suit, action or proceeding at their own expense. However, in the event any determination is made by the highest court having jurisdiction that this Article is invalid and the reimbursement to the Fair Share must be made to officers affected, the Association shall be solely responsible for the reimbursement.~~

~~7.4 The Association agrees to comply with federal and state law with respect to fair share payments.~~

ARTICLE 8 – NO DISCRIMINATION

8.1 The provisions of this contract shall be applied equally to all officers in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, religion, national origin, family and medical leave use, disability, sexual orientation, gender identity, source of income, familial status, union affiliation, or political affiliation, or any other protected status under City of Portland legislation, rule, or policy or State or Federal law. Nothing in this section, however, shall be construed to prohibit actions taken because of bona fide job qualifications.

~~8.2 All references to officers in this Contract designate both sexes, and wherever either gender is used, it shall be construed to include male and female officers.~~

(Bargaining Note: Upon preparation of the final contract, editor will take out all references to him/her and replace with "employee" or as appropriate respectively, as intended in 2016. All edits

will be subject to final review by both parties.)

ARTICLE 9 – ASSOCIATION SECURITY AND RESPONSIBILITY

9.1 The City agrees not to interfere with the rights of officers to become members of the Association, and there shall be no discrimination, interference, restraint or coercion by the City, or any City representative, against any officer because of or or in the exercise of Association membership or activities, or because of any officer's activity in any official capacity on behalf of the Association.

ARTICLE 10 – ASSOCIATION REPRESENTATIVES

10.1 The Association will provide written notice to the Chief of Police of the members of the bargaining unit selected to serve as ~~authorized~~ designated representatives of the Association. ~~shall be certified in writing to the Chief, Bureau of Police~~ Each representative will be expected to perform their duties as a representative of the Association on their own time. However, it is recognized that from time to time it will be necessary for Association activities to be carried on during working hours, for example, investigation and processing of complaints, disputes, and grievances, and attendance at Executive Board and general meetings, and those activities set forth in ORS 243.798(l)(a-h) (not to exceed 1,056 hours per year). The maximum yearly allowance shall be one hundred ninety-two (192) hours, for any one Executive Board member, with no restriction on the number of hours per month which may be utilized by the member. It is further recognized that there are reasonable limited deviations from this policy, such as posting of Association notices and distribution of union literature, which do not require substantial periods of time. Where such activities are necessarily or reasonably to be performed during working hours, they may be done without loss of pay to the representative involved, provided the representative notifies their on-duty supervisor, whenever possible, prior to taking time from duty to engage in Association business that exceeds one hour. All Association activity will be reported on an appropriate time reporting form provided by Management.

10.1.1 Executive Board members not regularly assigned to day shift shall be considered to be assigned to day shift for Executive Board meetings. However, no more than one member from the same Reporting Unit and shift (day, afternoon, nights) shall be so assigned. (Bargaining Note: from PPA proposal)

10.2 Upon sufficient notification, the Chief of Police shall place officers or representatives of the Association on ~~special-duty~~ Association Leave for the purpose of attending as official delegates, union conventions or conferences to the extent that such ~~special-duty leave~~ does not interfere with the reasonable needs of the Bureau of Police. However, the total time for all such leaves will not exceed three hundred and twenty (320) hours per contract year. The Association will reimburse the City for such time the members spend on ~~Special Duty~~ leave.

10.3 Recognizing that it is mutually advantageous to the City and the Association to maintain continuity of Association representatives, the City agrees not to transfer such representatives except in cases of promotion or necessity.

(Bargaining Note: The change in term from "Special Duty" to "Association Leave" in 10.2 is not intended to change current practices)

ARTICLE 11 – ASSOCIATION BUSINESS

11.1 The City agrees to continue to pay to the Association President full pay and fringe benefits, in order to protect the President's pension accrual. Provided that in consideration of the full-time release of the Association President from police duties, the Association agrees to reimburse the City for one hundred percent (100%) of the Association President's police salary and fringe benefits. The City shall submit a monthly statement to the Association itemizing the amount of the Association's reimbursement obligation. The Association shall reimburse the City within ten (10) days of receipt of the statement.

11.2 The City shall continue to allow the Association to purchase the President's fringe benefits provided members of the bargaining unit covered by the collective bargaining agreement between the City and the Association at the group rates, and shall continue to allow the President to accrue pension credit.

11.3 Accrued vacation, compensatory time off, holiday compensatory time off and sick leave will remain on the books until such time as the President either returns to the Bureau as a full-time officer or the President's service with the City is terminated, whereupon the use of such accruals shall be governed by the appropriate contract provisions in effect at that time. No additional vacation, compensatory time, holiday compensation time or sick leave will accrue during the term of presidency of the Association.

11.4 During the times when the Association President and the City mutually agree that the President shall be assigned to police duties, the City agrees that the Association's reimbursement obligation under this Agreement shall be suspended.

(Bargaining note: As per current practice, the parties acknowledge that while an employee bargaining unit member is fulfilling the position of Association President on leave, the employee is not engaged in work duties for the City. Parties acknowledge that PPA President is subject to all City rules and regulations while on full time release and must maintain required certifications and training. Time engaged in work related obligations is considered compensable hours worked, however the City will not incur any contractual overtime obligations when the President engages in these activities.)

ARTICLE 12 – CONTRACT NEGOTIATIONS *CCL

12.1 Not more than five (5) members of the Association negotiating team (excluding the Association President) shall be permitted to engage in collective bargaining with the City's designated bargaining representatives without loss of pay. The shift and days off of negotiating team members shall be adjusted for the dates on which negotiations are held so that attendance at negotiations is on an on- duty basis. Members of the Association's negotiation team shall provide advance notice to their supervisors of the days on which negotiations are held. During mid- term bargaining, the Association shall limit the number of members of its bargaining team to the minimum number necessary to fully address the issue. On such days, the negotiating team member shall be entitled to a full day's pay regardless of the duration of the negotiation session. However, under no circumstance shall a negotiating team member be entitled to overtime pay if the negotiation session is longer than the member's regularly scheduled work day. The date, time and place for negotiating sessions shall be established by mutual agreement between the parties.

ARTICLE 13 – ~~SPECIAL CONFERENCES~~ LABOR-MANAGEMENT MEETINGS

13.1 Labor-Management meetings for matters concerning relations between the Association and City ~~Special conferences for important matters~~ will be arranged between the Association President and the City or its designated representatives upon request of either party. Such meetings shall be arranged in advance, and an agenda or general description of matters to be discussed at the meetings shall be presented at the time the conference is requested. Association members, limited to two (2), shall not lose time or pay for time spent in such meetings ~~conferences~~.

ARTICLE 14 – STRIKES

14.1 The Association agrees that during the life of this Contract, there shall be no strikes, work stoppages, slow-downs, speed-ups, or any other non-protected concerted action to bring pressure on the City. However, nothing shall limit or impair the right of any officer to lawfully express or communicate a complaint or opinion on any matter related to the conditions of employment.

14.2 Nothing herein shall be construed to restrict the Association's rights to engage in legally protected or concerted action under the Public Employee Collective Bargaining Act.

ARTICLE 15 – POLICIES AND PROCEDURES AND OTHER ORDERS

15.1 The Police Bureau and the Bureau of Human Resources will furnish the Association with
City of Portland and PPA
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electronic copies of all policies and procedures, special, disciplinary and personnel orders when they are issued. Such materials shall include, but not be limited to, position announcements, job announcements, and training bulletins. When the Police Bureau is contemplating changing its policies and procedures, it shall provide the Association with final drafts ~~all drafts~~ of the to-be-amended policies and procedures and provide the Association with an opportunity to comment on the final drafts with at least fifteen (15) business days' advance notice of the proposed changes. When the Bureau of Human Resources is contemplating changing its policies and procedures, it shall provide the Association with at least fifteen (15) business days' advance notice of the proposed changes.

(Bargaining Note: Highlighted portions from PPA. Note: a "final draft" may be subject to DOJ or public review.)

ARTICLE 16 – NOTICE OF PROMOTIONAL SIGNUPS

16.1 The City shall distribute to all reporting units and the Association at least 30 days written notice of the opening dates for promotional examination signups. The remedy for the violation of this Article shall be the delay of the signup(s) until at least 30 days' notice has been provided, unless no officer is adversely impacted by the failure to give the appropriate notice.

ARTICLE 17 – MANUAL OF RULES AND PROCEDURES AND CONTRACT

17.1 The City agrees to furnish each officer of the bargaining unit with an electronic copy of the Contract. The cost of producing the Contract in paper form will be borne by the Association. New officers will be provided with at least an electronic copy of the contract ~~the above~~ at the time of their appointment to the Bureau. A complete and current Manual of Policy and Procedures will be made electronically available to all officers when the manual is revised. Policies and Procedures, Special Orders and Chief's memos will be read or summarized as necessary at roll call or circulated to the officers. The information will also be posted or made available electronically. If an officer requests, the City will provide the officer with a paper copy of the complete and current Manual of Policy and Procedures.

17.2 The City will provide the Association with access to the City's electronic information systems as follows:

17.2.1 Unless otherwise prohibited by law or third-party contract, access shall be provided to: the City's intranet, NCIC/LEDS, CAD (Computer Aided Dispatch), the Police Bureau's police report records management system, ePPDS, EIS (Employee Information System) as limited to access to the employee's own information or those under the employee's supervision, and electronic training history records, ~~Snapshot, R-View, and CAMIN~~. This provision excludes

administrative confidential reports.

17.2.2 Access shall be as currently extended to sworn officers in the Bureau. The Association agrees that only sworn Portland Police Bureau- member officers will be allowed access to the electronic information systems.

17.2.3 The Association shall be responsible for any cost of extending access as described herein.

ARTICLE 18 – LIST OF OFFICERS

18.1 The Bureau of Police will furnish the Association with the current list of bargaining unit members ~~its members~~ on a regular basis, identifying the officer's name, address of residence, phone number, date of appointment and place of Bureau assignment, consistent with the obligations of PECBA. Such list shall be kept confidential, used only for official Association business, ~~and returned to the Bureau~~. The Association agrees not to disclose the names, addresses or telephone numbers of non-Association members to any person who is not an elected or appointed Association representative.

ARTICLE 19 – BULLETIN BOARDS

19.1 The City agrees to furnish and maintain separate suitable bulletin boards in convenient places in each work area to be used exclusively by the Association. The Association shall limit its posting of notices and bulletins to such bulletin boards, ~~and such notices and bulletins shall be signed.~~

(Bargaining Note: as proposed by PPA)

ARTICLE 20 – DISCIPLINE *PENDING WHAT IF*

ARTICLE 21 – ~~DISCHARGE AND DEMOTION~~ PROBATIONARY PERIOD

~~21.1 Discharge or demotion shall be for just cause, and in such case, an officer in permanent status may choose between two avenues of appeal:~~

~~21.1.1 The officer may exercise appeal rights under Chapter 4 Civil Service, Article 5 of the City of Portland Charter, or~~

~~21.1.2 The Association may, in lieu of those provisions established pursuant to the City Charter, be allowed to take up the matter at Step II of the Grievance Procedure.~~

~~21.2 These two avenues of appeal do not apply to an officer who:~~

(Bargaining Note: Concepts of Articles 21.1 and 21.2 to be moved to Article 20.)

21.1 The City and Association acknowledge the need to observe and review the performance of new hires, lateral hires, and promoted members during probationary periods to determine if the member is suited for the position. Probationary periods are as follows:

21.1.2.1 ~~Is separated during the e~~Sworn Entry. Eighteen (18) months' entry level probationary period for a sworn police officer, ~~or~~

21.1.2.2 ~~Fails to successfully complete the~~ Sworn Promotional. Twelve (12) months' probationary period in for a sworn promotional position, and is reverted to the officer's former classification, or Sworn employees who do not successfully complete their promotional probationary period, as determined by the City, will revert to their former classification.

(Bargaining Note: City retains right to discipline employees regardless of probationary status.)

21.1.2.3 ~~Is separated during the~~ Sworn Lateral. Twelve (12) months' lateral sworn probationary period or during the a six (6) month's lateral probationary extension period.

21.1.2.3.1 The Chief of Police or the Chief's designee may reasonably extend the twelve (12) month's sworn lateral probationary period by six (6) months.

21.1.4 Public Safety Support Specialist. Twelve (12) months' non-sworn probationary period.

21.4.1 Public Safety Support Specialist Reversion. A non-sworn employee who falls the eighteen (18) month entry level probationary period for a sworn Police Officer may revert, at the Police Chief's discretion, to their former non-sworn Public Safety Support Specialist Classification if a position in that classification is available. If reverted, the employee's anniversary date and wage rate shall be set as if the employee had continued without interruption in the Public Safety Support Specialist Classification.

(Bargaining Note: City retains right to discipline employees regardless of probationary status.)

~~21.2 The City retains the right to restrict or suspend an officer's police powers during the pendency of investigation and imposition of discipline, criminal investigation, or pending clearance in a medical or psychological fitness for duty examination. The City retains the right to end premium pay for officers with restricted or suspended police powers. The City will comply with ORS 181.789(4) when ending premium pay for officers with restricted or suspended police~~

~~powers. Removal of police powers shall not be considered disciplinary.~~

(Bargaining Note: Article 21.3 to be moved to Article 20.)

21.2 Disciplinary appeal rights for probationary employees are set forth in Article 20.1.

21.3 Upon mutual agreement by the City and Association, a sworn or non-sworn employee's probationary period (new hire, lateral, promotional) may be extended for an additional period, not to exceed six (6) months.

(Bargaining Note: Parties recognize that a probationary period may need to toll due to periods of medical leaves in order to maintain probationary observation periods.)

21.4 For the purposes of this article, a twelve (12) month probationary period equals three hundred sixty-five (365) calendar days from date of hire or promotion, an eighteen (18) month probationary period equals five hundred forty-eight (548) calendar days from date of hire, and a six (6) month probationary period extension reflects one-hundred and eight (180) calendar days from date of probationary extension.

ARTICLE 22 – GRIEVANCE AND ARBITRATION PROCEDURE *PENDING WHAT IF*

ARTICLE 23 – SENIORITY

23.1 For sworn employees, seniority shall be defined as the length of uninterrupted service by the officer in the Bureau within the officer's Civil Service classification following the officer's most recent appointment. Time spent in the Armed Forces, on military leaves of absence, other authorized leaves and time lost because of duty-connected disability shall be included in length of service. If an officer who has been promoted with the ranks of the Police Bureau reverts to a position the officer formerly held, the officer's seniority shall be the sum of the seniority earned in the promotional class and in the class to which the officer reverts.

23.23.1.1 Seniority for non-sworn Public Safety Support Specialists is defined as the length of uninterrupted service by the employee in the Bureau within the employee's classification following the employee's most recent appointment. Time spent in the Armed Forces, on military leaves of absence, other authorized leaves and time lost because of duty-connected disability will be included in the length of service. If a non-sworn employee moves to a sworn position, the employee's non-sworn seniority will not transfer to the employee's new sworn position. However, if the employee reverts to a formerly held non-sworn Public Safety Support Specialist position from a sworn position within two years of their appointment to the sworn position, the employee's seniority will be the sum of the seniority earned in the sworn class and in the non-sworn

class to which the employee reverts.

23.1.2 Ties in seniority for non-sworn Public Safety Support Specialists will be broken first by date of hire, then by ranking during the hiring process, and then by offer date. Any further ties will be broken by lot.

(Baraainina Note: Lanauaae from PS3 MOU with minor arammatical word edits)

23.32 Subject to staffing ~~manpower~~ needs and maintaining efficiency of the Division/Detail, seniority shall be the prime factor in the selection of shifts and days off provided the officer is otherwise qualified. Seniority shall govern in the selection of vacation and holidays.

23.43 In the case of voluntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacations. The transferring officer may not use seniority to bump another officer's shift or days off until 45 days from the date of the written request.

23.54 In the case of involuntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacation. In the event of an involuntary transfer, the City shall accommodate the shift and/or days off preferences of transferring officers immediately, and shall not involuntarily bump any other officer for at least thirty (30) days from the time the bumped officer receives notice of the bump.

23.65 For the purposes of this section, the phrase "Transferring Officer" shall refer to an officer desiring to change shifts, days off, or assignments, or an officer who is involuntarily transferred.

23.65.1 ~~Within ninety (90) days of the execution of this Agreement,~~ The Bureau shall prepare a form to be used by officers desiring to transfer between reporting units and/or from one shift, assignment, or day off configuration to another within the same reporting unit. For the purposes of this Agreement, this form shall be referred to as the "Transfer Request Form." The Transfer Request Form shall contain a place for transferring officers to indicate their preferences with respect to shifts and days off.

23.65.2 A transferring officer may complete a Transfer Request Form at any time. If the officer is seeking or anticipating a transfer, the officer shall file the Transfer Request Form with the Personnel Division of the Portland Police Bureau (Bureau). If the officer is seeking a change in days off or shifts which do not involve a transfer between reporting units, the Transfer Request Form shall be filed with the officer's shift commander. The Bureau will forward a copy of the Transfer Request Form to the location of the anticipated transfer.

23.65.3 In the event of a transfer between reporting units, the time frames

referred to in Articles 23.3 and 23.4 of the collective bargaining agreement shall begin to run when the Bureau completes an Assistant Chief Action Form authorizing the transfer.

23.65.4 In the event of a change in days off or shifts that do not involve a change in reporting units, the time frames referred to in Articles 23.3 and 23.4 of the collective bargaining agreement shall begin to run when the transferring officer submits the Transfer Request Form.

23.65.5 When the Bureau knows that an officer's preferences as indicated on a Transfer Request Form will result in the displacement of the shift or days off of another officer (referred to herein as the Transferred Officer), the Bureau shall notify the Transferred Officer as soon as possible of the fact that they may be bumped.

23.65.6 The City shall accommodate the shift and/or days off preferences of transferring officers on a faster time schedule than that contained in Articles 23.3 and 23.4, if, in the Bureau's judgment, it is operationally sound to do so, provided that no other affected officer is bumped from their days off or shift who objects to the accommodation.

23.67 An officer may exercise seniority to bump another officer for shift and days off only once in ninety (90) days.

23.78 Vacations. Officers shall be allowed to select two vacation periods on the basis of seniority. Each vacation period must be of a minimum duration of one day. Vacation time shall be scheduled by the Bureau with due consideration being given to requests from officers which shall be determined among officers of equal rank by seniority; provided, however, that each officer shall be permitted to exercise the right of seniority only once each year. The sign-up deadline for the exercise of seniority in the selection of vacations shall be March 15 for the calendar year running from April 15 through April 14 of the following year. An employee cannot sign up for vacation in an amount in excess of the maximum accrual of vacation (defined for purposes of this section as paid vacation leave and paid holiday compensation leave) that the employee would have accrued as of the start of the vacation.

23.89 Layoff. In the event of a layoff for any reason, officers shall be laid off in the inverse order of their seniority in their classification. Any officer who is to be laid off who has advanced to the officer's present classification from a lower classification in which the officer held a permanent appointment shall be given a position in a lower classification. Seniority in the lower classification shall be established according to the date of permanent appointment to that classification. Officers shall be called back from layoff according to seniority in the classification from which the officer was laid off within the Bureau. No new officers shall be hired in any classification until all officers on layoff status in that classification have had an opportunity to return to work.

~~23.910~~ **Holiday Assignment.** Where the shift strength is reduced or increased on holidays, consistent with the needs of the City, assignments shall be offered to the most senior officer. Except for an emergency, the City shall provide a minimum of ten (10) days' notice of any deviation from normal shift strength so that officers may plan the use of their time.

~~23.910.1~~ Where shift strength is reduced, the most senior officer scheduled for duty on the shift shall be offered the option of working or not. Where shift strength is increased, the most senior officer on the shift shall be offered the option of working or not.

~~23.910.2~~ For the purposes of this section, New Year's Eve and Christmas Eve shall be treated as holidays.

~~23.1011~~ **Seniority for Vacation Purposes upon Transfer.** If an officer is involuntarily transferred, the Bureau shall honor the officer's preselected vacation times, and shall not disrupt the preselected vacation times for other officers in the division to which the officer is involuntarily transferred. If an officer accepts a voluntary transfer, the Bureau shall attempt to accommodate, to the extent possible, the officer's preselected vacation times.

~~23.1112~~ **Shift Overtime.** Where the overtime is not directly related to activities initiated ~~begun~~ by an officer during the officer's regular shift, and where the planned overtime is anticipated to be four (4) hours or more in duration, the overtime shall be offered, in the order of seniority, to officers in the reporting unit. Once each eligible officer has had the opportunity to work shift overtime in a pay period, officers may once again use their seniority to work shift overtime as described above, and the seniority list shall rotate in the same fashion thereafter for the balance of the pay period. The City shall maintain a list in each reporting unit upon which officers must place their names indicating a willingness to work shift overtime. If an officer is incorrectly passed over for shift overtime, the officer shall be allowed to work a makeup overtime assignment within the next two pay periods following the discovery of the error. The officer and the Bureau shall mutually agree upon the makeup overtime assignment, which shall not displace another officer's already-selected overtime assignment. An officer who has been incorrectly passed over shall not be otherwise entitled to compensation for the missed overtime. This section shall not apply to overtime assignments of which the City has less than twenty-four (24) hours' notice.

(Bargaining Note: Term "officer" subject to final agreement for Article 1)

ARTICLE 24 – VACATIONS

Earned vacation, based upon years of service, shall be accrued at the following rates:

(Bargaining Note: arev bold below is from MOU 9/2018)

Years of Service (years)	Bi-Weekly Accrual Rate (hours)	Annual Accrual Rate (hours)
0	4.31	112.06
1	4.47	116.22
2	4.62	120.12
3	4.77	124.02
4	4.93	128.18
5	5.08	132.08
6	5.24	136.24
7	5.39	140.14
8	5.54	144.04
9	5.7	148.20
10	5.85	152.10
11	6.00	156.00
12	6.16	160.16
13	6.31	164.06
14	6.47	168.22
15	6.62	172.12
16	6.77	176.02
17	6.93	180.18
18	7.08	184.08
19	7.24	188.24
20	7.39	192.14
21	7.54	196.04
22	7.7	200.20
23	7.85	204.10
24	8.00	208.00
25	8.16	212.16
26 +	8.31	216.06

Years of Service	Bi-Weekly Accrual Rate	Annual Accrual Rate
0 to 4 years	3.08 hours	80 hours
5 to 9 years	4.62 hours	120 hours
10 to 14 years	5.38 hours	140 hours
15 to 19 years	6.15 hours	160 hours

20 to 24 years	6.92 hours	180 hours
25 years +	7.69 hours	200 hours

24.2 As used in this Article, "years of service" shall include (1) time taken while on leave of absence without pay for military service; (2) time under temporary appointment in City service, and employment by the Dock Commission, the Exposition-Recreation Commission, and the Portland Development Commission; Includes any continuous absence because of injury in the line of duty and, in the Bureau of Fire and Bureau of Police, because of occupational or service-connected disability approved by the Fire and Police Disability and Retirement Fund Board, if after that absence the officer returns to duty on a full-time basis for a continuous period of at least 30 days; and (4) Time taken while on approved leaves of absence without pay designated as pregnancy, parental and family leave under state and federal law. "Years of service" shall not include time in City service for which an officer receives pension benefits except as specified in Article 65.4 setting the specific vacation accrual tier for retire-rehire employees. (see 65.4.2.8).

24.3 In the event that an officer is required by subpoena to appear to testify in court about a matter arising out of the officer's official duties or is called back to work for any other reason during an authorized paid leave period, including vacation, days off, or on a holiday, the officer shall be paid for every day that an appearance is required as follows:

24.3.1 have the vacation day, holiday, day off, or other paid leave restored; and straight-time pay for hours actually worked, with a minimum payment of 4 hours at the straight-time rate.

24.3.2 Article 24.3 shall apply to days off that are contiguous to a block of two or more paid leave days or to a day off that is contiguous to a day off which is contiguous to a block of two or more paid leave days. For purposes of this section, a "block" of paid leave days shall include two or more paid leave days which are taken on the days preceding and/or following the officer's regularly-scheduled days off. Days off shall be restored through the addition of the amount of hours in the officer's normal work shift to the officer's paid leave accrual.

ARTICLE 25 – ACCRUAL OF VACATION CREDITS *PENDING WHAT IF*

ARTICLE 26 – SICK LEAVE

26.1 A member shall be allowed to use sick leave for the member's own illness or injury, or for illness or injury in the immediate family under the terms of subsection 26.7 of this Article, or as provided by applicable law.

26.2 Any officer may be required to furnish a doctor's certificate for each day of sick leave use, as permitted by law. Any officer who is found to be misusing sick leave may be subject to

discipline. If the Association has reason to believe the requirement for a doctor's certificate has been imposed unfairly and without a lawful basis cause, the Association may take the matter to the Chief or the Chief's designee for review. The requirement for a doctor's certificate shall be for a designated period which may be renewed should there be no improvement in sick leave usage.

26.3 Officers shall not use any prescription or non-prescription medications which interfere with the safe and effective performance of duties or operation of City equipment or vehicles, without notifying their supervisor prior to beginning work or operating the equipment or vehicles. If an officer is using a prescription or nonprescription medication which may interfere with the safe and effective performance of duties or operation of City equipment or vehicles, the officer shall consult with the treating physician or pharmacist to determine if the medication will, in fact, have such an effect.

26.4 Officers shall earn sick leave from their date of hire, and they shall accumulate sick leave at the rate of four-tenths (4/10ths) hour per work day, or four hours per bi-weekly payroll period. Sick leave accrues during use of approved paid leave. Part time members accrue sick leave at a prorated rate based on FTE status and applicable law. Such leave may be used after three (3) months' service. Time used for medical and dental appointments will be charged against accrued sick leave. For purposes of the use of sick leave, there shall be no maximum accrual of sick leave.

26.5 **Unused Sick Leave Upon Retirement.** Fire and Police Disability and Retirement Fund & Oregon Public Services Retirement Plan Members. An officer who is FPD&R Tier 1 or 2 or FPD&R Tier 3/PERS OPSRP who has accumulated sick leave at the time of retirement shall receive credit in an amount equal to thirty percent (30%) of the first four hundred and eighty (480) hours of such accumulated sick leave, fifty percent (50%) of the second four hundred and eighty (480) hours, and seventy percent (70%) of all accumulated sick leave in excess of nine hundred and sixty (960) hours up to a maximum of ~~2080~~ 2,064 hours. The cash value of such credit will be calculated on the basis of the officer's pay rate at the time of retirement. *(bargaining note: City practice is pay is based on a non-work status. The only premiums included for this section include: Longevity, 3% supervisor, 5% patrol Sgt, 6%:DVD, EDU, K9, Motors, SERT, and 10% Coach)*

26.5.1 Upon retirement, or medical separation as a result of a service-connected injury or medical separation (whether through voluntary or involuntary medical or disability layoff, medical or disability retirement or any other form of medical or disability related separation), an officer shall receive a lump sum cash payment for the sick leave credit to the officer's VEBA account per Article 65.2.3. *(Bargaining Note: highlight from 5/16/2020 grievance settlement)*

26.5.2 **Unused Sick Leave in the Event of Death.** The City will pay a lump sum cash payment equal to one hundred percent (100%) of unused sick leave to the surviving dependents of any officer who dies prior to retirement. If the ordinance, statute, or rules

for calculating the death benefit of a member of either the Fund or the PERS are amended to include the value of unused sick leave; this section will be amended to assure that double recovery does not occur.

26.5.3 This provision shall not apply to unit members who are PERS Tier 1 or 2.

26.6 **Public Employee Retirement System Members.** Individuals covered by the Public Employee Retirement System (PERS) Tier 1 or 2 shall be permitted to convert unused sick leave upon retirement in accordance with ORS 238.350 and PERS administrative rules.

26.7 In situations where an officer's spouse, parent, child or other person for whom the officer is legal guardian, becomes ill or injured and alternate means of transporting or caring for such person cannot be arranged immediately by the officer, the officer shall be permitted to use vacation time or sick leave. A maximum of five (5) days (40 hours) sick leave per year may be used as provided in this subsection. The officer may be required to submit a doctor's certificate for any absence of three (3) days or more within a period of five (5) working days.

ARTICLE 27 – BEREAVEMENT DEATH LEAVE

27.1 Up to three days shall be allowed an officer without deduction in pay by reason of the death of a member of the officer's immediate family or for those reasons set forth in HRAR 6.08. With the approval of the Chief of Police or the Chief's designee, an additional three days leave with no deduction in pay may be allowed for necessary funeral travel time. If the death is of the officer's spouse or child, the Chief shall have the discretion to approve up to a total of thirty (30) days of paid death leave, including the leave described elsewhere in this article. The Chief's decision shall be final, and shall not be subject to the grievance procedure. Use of this leave runs concurrently with any bereavement leave permitted by OFLA.

27.2 As used in this Agreement, an officer's immediate family includes, the officer's spouse, parents, step-parents, children, step-children, brother, step-brother, sister, step-sister, grandparents, step-grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, and grandparents-in-law, a "family member" as defined by OFLA, and those relations under HRAR 6.08. The word "spouse" shall include "domestic partners" and "in-laws" shall include a domestic partner's father, mother, sister, brother, son, daughter, and grandparent.

27.3 Subject to the reasonable staffing needs of the City, officers in the same Reporting Unit as a member who dies shall be allowed four (4) hours of funeral leave to attend the funeral or memorial service held for the deceased member.

ARTICLE 28 – PREGNANCY, PARENTAL AND FAMILY LEAVE

28.1 Pregnancy Leave. Leave will be granted for pregnancy. The time for commencing and terminating such leave will be a medical decision certified by the attending physician. Sick leave, compensatory time off, and vacation credits may be used to cover all or part of the absence. Leave without pay for a pregnancy- related disability will be granted upon request.

28.2 Parental Leave. Parental Leave under state law shall be provided in accordance with City Code 4.24.180 and the City's Administrative Procedures. Officers on parental leave shall be allowed to use sick leave, vacation credits or compensatory time off during the period of parental leave as provided by state law. Parental leave entitlement under federal and state law may only be taken on an intermittent basis with RU manager approval for each instance of intermittent leave requested.

28.3 Family Leave. Family Medical Leave under state law and Family Leave under the federal Family and Medical Leave Act (referred to collectively as family leave) shall be provided in accordance with applicable state and federal laws. For purposes of family leave, the City agrees that "spouse" includes "domestic partner".

28.4 If an officer has qualified for family leave and has exhausted all other forms of paid leave, the officer may use sick leave in cases of a "serious health condition" (as defined in state law) in the officer's immediate family (as defined in ORS state law and Articles 48.4 and 50 Domestic Partners of this Labor Agreement). If the duration of the officer's family leave is longer than the amount of the officer's accrued paid leave (not including sick leave), the officer may choose to be placed on unpaid leave of absence or sick leave for the duration of the family leave after using all other accrued paid leave. However, an officer may choose to reserve a total of 80 hours of combined compensatory and vacation leave for future use. In no event may an officer use sick leave under this section to extend family leave beyond twelve (12) weeks per calendar year.

28.5 Oregon Paid Family Medical Leave Act (OPFML): Within ninety (90) calendar days upon publication of administrative rules for OPFML, the parties will meet and bargain over mandatory subjects of bargaining related to the implementation of OPFML. Such bargaining will be in accordance with the expedited bargaining procedures in ORS 243.698.

(Bargaining Note re PPA 28A: City will revise HRAR 6.14 to allow restoration of 30 days sick leave if FPDR claim is approved. In the interim, Chief's office will approve the same. City declines PPA notice request by FPDR. Member is encouraged to contact FPDR.)

ARTICLE 29 – LEAVE OF ABSENCE

29.1 Upon showing good cause, an officer may be granted a leave of absence without pay for a period not to exceed thirty (30) days upon approval by the Chief of Police or the Chief's

designee. The Chief, or the Chief's designee, will show good cause for denying such leaves. Such leaves may be renewed or extended for any reasonable period by the Chief of Police or the Chief's designee.

ARTICLE 30 – EDUCATIONAL LEAVE

30.1 A ~~member~~ ~~an officer~~ may upon approval of the Chief of Police or the Chief's designee be granted a leave of absence without pay for educational purposes at an accredited institution when it is related to the officer's employment. The Chief, or the Chief's designee, will ~~have show~~ good cause for denying such leaves. The period of such leave may be for up to one (1) year, but may be renewed or extended at the request of the officer, and at the discretion of the Chief of Police or the Chief's designee.

ARTICLE 31 – MILITARY SERVICE LEAVE

31.1 Any officer who is a member of the National Guard or the Military or Reserve Forces of the United States, and who is ordered by the appropriate authorities to attend a prescribed training program or to perform other duties under the supervision of the United States or this State, shall be granted a leave of absence with pay up to fifteen (15) calendar days, or eleven (11) working days per year; provided, however, that the officer must have been an employee of the City for six (6) months prior to the request for leave as provided in Human Resources Administrative Rule (HRAR) 6.07.

(Bargaining Note: as proposed by PPA, typographical error.)

ARTICLE 32 – ~~OTHER LEAVES OF ABSENCE~~ TRAINING

32.1 Officers may, ~~also~~ upon approval by the Chief of Police or the Chief's designee, ~~obtain leaves of absence with or without pay~~ be authorized for approved training with pay for the educational purposes ~~to~~ of attending conferences, seminars, briefing sessions or other activities of a similar nature that are intended to improve or upgrade individual skills or professional ability.

(Bargaining Note: Per the FLSA, approved training for professional development within an employee's classification is on paid time.)

ARTICLE 33 – RETURN FROM LEAVE OF ABSENCE

33.1 Any officer who has been granted a leave of absence and who, for any reason except sickness or physical disability, fails to return to work at the expiration of said leave of absence,

shall be considered as having resigned their position with the City effective the date the leave commenced.

ARTICLE 34 – SALARY DIFFERENTIAL BETWEEN BASIC CIVIL SERVICE CLASSIFICATIONS *CCL

34.1 There shall be maintained a minimum differential of fifteen percent (15%) between the ranks of officers.

ARTICLE 35 – HAZARD PAY AND SERGEANT PREMIUM *PENDING WHAT IF*

ARTICLE 36 – BI-WEEKLY COMPENSATION

36.1 Bi-weekly compensation of officers shall be paid by the second Friday following each pay period. The officer's compensation check and annual W-2 form shall be in an enclosed, sealed envelope. All newly hired officers will receive their compensation through direct deposit to their designated financial institution and their itemized wage statements (remittance statements) will be available electronically through the City's online forum PortlandOnline. Newly hired officers may request to receive paper checks in lieu of direct deposit or receive paper remittance statements.

36.2 Unless an officer requests a paper remittance statement, officers shall receive electronic remittance statements, which shall clearly state as separate line items the description of all compensation and benefits earned for the pay period and year-to-date, including but not limited to wages; each premium and each form of overtime; all deductions; all pay outs; all forms of leave; and all taxes and other withholdings.

ARTICLE 37 – WORK ASSIGNMENT IN HIGHER CLASSIFICATION

37.1 During routine operations, when an officer within the bargaining unit is assigned temporarily to fulfill substantially all the duties and responsibilities of a classification higher than the officer's own for a period of one full shift or more, the officer shall be paid regular salary plus 8.25%, or the entrance rate of the higher classification, whichever is higher. When a sergeant works out of classification as an acting lieutenant and incurs overtime, the sergeant's overtime rate of pay shall be based on the sergeant's regular salary plus 8.25% plus any other applicable premiums. If more than one officer is used at different times to fill the same position of the higher class and the position is vacant for one full shift or more, the officers filling the position will be paid the higher rate for all time worked in the higher class. Whenever an officer is permanently or temporarily assigned as a supervisory sergeant or as a Detective or Criminalist supervising detectives or Criminalists in the Investigations or Forensic Evidence Division, the

officer shall be paid for all time so worked at the highest rate paid for Sergeant, Detective, or Criminalist, plus three percent (3%).

37.1.1 An employee occupying the Personnel, Internal Affairs, Operational Support Unit, and Crisis Negotiation Team Sergeant positions shall be paid for all time so worked at the highest rate paid for Sergeant, Detective, or Criminalist, plus three percent (3%), consistent with Article 37.1.

37.2 In the event an officer properly authorized to work out-of-classification has done so for sixty (60) continuous calendar days, and the officer uses paid leave while still assigned to the out-of-classification work after sixty (60) continuous (calendar) days, the leave will be paid at the out-of-classification rate. A partial-shift day shall not break continuity, but also shall not be counted towards completion of the sixty continuous calendar days required.

37.2.1 An employee acting as a Sergeant for sixty (60) continuous calendar days or more shall receive the five percent (5%) Sergeant Patrol premium pay as described in Article 35.3. For purposes of calculating when employees acting as a Sergeant start to receive premium pay under Article 35.3 only, 60 continuous days is defined as 60 continuous calendar days, inclusive of ordinary paid leave usage but exclusive of extended FMLA leave and other extended leaves of absence. (Bargaining Note: from PPA proposal 2-24-21)

37.3 Supervisory Assignments in Detectives and Forensic Evidence Division:

A non-probationary employee Detective may apply for a supervisory assignment in the Detectives Division without first obtaining the rank of Sergeant.

A non-probationary Criminalist may apply for supervisory assignment in the Forensic Evidence Division without first obtaining the rank of Sergeant.

For a Detective or Criminalist assigned to a supervisory assignment within their respective division:

1. The selection and ongoing assignment of a Detective or Criminalist to a supervisory assignment will be at the sole discretion of Bureau management. The removal of a Detective or Criminalist from a supervisory assignment is not considered discipline and is not subject to the grievance process.

2. When assigned to a supervisory position, the Detective or Criminalist will retain their rank of Detective or Criminalist and will continue to accrue seniority within the rank of Detective or Criminalist. The assignment to a supervisory position does not constitute an appointment to the rank of Sergeant.

3. Once assigned to a supervisory position, the Detective or Criminalist must attend the first available Sergeants Academy provided by the Bureau or an equivalent supervisory course designated by the appropriate Branch Assistant Chief.

4. The Detective or Criminalist assigned to a supervisory position cannot bid or work overtime as a Detective or Criminalist unless there are no other Detectives or Criminalists available for the overtime assignment.

5. The Detective or Criminalist assigned to a supervisory position is eligible to bid for overtime which is designated for Sergeants within the division to which they are assigned. The date used to determine priority for bids for the overtime will be the date the Detective or Criminalist began their supervisory assignment. (For example, a Detective who was promoted to Detective on January 1, 2000, and was placed in a supervisory assignment on July 1, 2014, would use July 1, 2014, as their priority date when bidding for overtime.) The date the Detective or Criminalist began their supervisory assignment will also be used to determine priority for selection of shift, vacation, holiday and days off.

6. Consistent with Article 37.1, whenever a Detective or Criminalist is permanently or temporarily assigned as a supervisory sergeant or as a Detective or Criminalist supervising detectives or Criminalists in the Detectives Division or Forensic Evidence Division, the Detective or Criminalist shall be paid for all time so worked at the highest rate paid for Sergeant, Detective, or Criminalists, plus three (3) percent.

7. If supervisory duties are part of the job duties stated in the Detective and/or Criminalist job classification specifications, no Detective or Criminalist will receive any pay premiums provided in this Agreement unless the Detective or Criminalist is actually assigned by Bureau management to a supervisory position.

ARTICLE 38 – CLOTHING ALLOWANCE

38.1 The clothing allowance for plainclothes officers shall be \$390.00 per year. The Chief of Police will designate in writing the duty assignments which require dress other than the prescribed uniform and, for such designated duty, the officers will be paid a cash clothing allowance prorated for the number of full months served in said assignment. The written designation of unit and/or positions eligible for clothing allowance will be distributed and posted prior to the start of the fiscal year in which the clothing allowance benefit is to accrue and units or assignments so designated are not to be retitled during the fiscal year except by mutual agreement with the Association.

38.2 Payment shall occur no later than the second pay day in August of each year.

ARTICLE 39 – EQUIPMENT ALLOWANCE

39.1 The City will also arrange for purchase of uniforms on a fit-to-size basis. Each uniformed officer shall receive \$90.00 per year for the purchase of job-related equipment (example: gloves, and other incidentals, etc.).

39.2 The City shall furnish officers all required equipment, to include flashlights and handcuffs. The recommended standards for required equipment and clothing shall be set by the Safety Committee and the Uniform Committee. However, the final decision will be left to the Chief of Police or the Chief’s designee.

39.3 Payment shall occur no later than the second pay day in August of each year.

ARTICLE 40 – VEHICLE USE AND CARE *CCL

40.1 An officer assigned to active motorcycle duty will be permitted to garage the officer’s assigned City motorcycle at home. If an officer is required to take a City vehicle home as part of a job assignment, the City shall not assess the officer any fees for the use of the vehicle unless required to do so by the Internal Revenue Code or the regulations enacted thereunder. Washing and maintenance service of the vehicle will be done during regular duty time.

ARTICLE 41 – MILEAGE RATE *CCL

41.1 Whenever an officer is authorized to utilize their own vehicle in the performance of the officer’s official City duties, the officer shall be compensated at the current rate paid by the City.

ARTICLE 42 - EDUCATION SEE WHAT IF

ARTICLE 43 – OVERTIME *CCL

43.1 As used in this Contract, overtime means time an officer is authorized to work in excess of eight (8) hours in a work day, or forty (40) hours in a work week, or ten (10) hours in a work day or forty (40) hours in a work week for those personnel engaged in the Four-Ten Plan, including time on duty, compensatory time off, a holiday off with pay, or leave for which full salary is paid. Appearances before the Collision Review Board and the Civilian Review Committee shall be compensated on an hour-for-hour basis, rounded up to the nearest hour.

43.2 Compensation for all overtime work shall be at one and one-half (1-1/2) times the

officer's established rate of pay as set forth in Schedule A. Compensation for overtime will be in pay except, at the option of the officer, compensatory time off shall be granted in lieu of overtime pay subject to the provisions below. Each occurrence of overtime may not be split between pay and compensatory time off. Except where otherwise expressly provided in the collective bargaining agreement, no other form of pay may be taken in the form of compensatory time off.

Officers may accrue a maximum of one hundred sixty (160) hours of compensatory time off in a calendar year. An officer shall be permitted the use of such compensatory time off upon written request to and approval by management's designated and authorized representative, generally the officer's RU Manager, as follows:

43.2.1 The City shall have absolute discretion to grant, deny or cancel requests for compensatory time off for any reason if the request is received by management's designated and authorized representative thirty (30) calendar days or less prior to the date of the requested time off.

43.2.2 The City retains discretion to grant, deny or cancel requests for the use of compensatory time off received by management's designated and authorized representative more than thirty (30) calendar days prior to the date of the requested time off, but will consider the following factors, as well as other operational concerns, in making that decision:

43.2.2 .1 Compensatory time off ordinarily will not be granted if the time off will reduce staffing levels within the Precinct/Division below desired levels as proscribed by the RU Manager as necessary for effective Precinct/Division operations.

43.2.2 .2 Compensatory time off ordinarily will not be granted if the Police Bureau Reporting Unit will incur an overtime expense to hire an officer to replace the officer requesting/using compensatory time off.

43.2.2.3 Compensatory time off shall not be granted, and previously approved compensatory time off may be cancelled, when a Branch Chief or RU Manager determines that a planned or unplanned special event or significant incident requires increased staffing levels in order to meet policing and event management needs. Compensatory time off scheduled in conjunction with vacation time as part of the annual vacation signup can be cancelled only under the circumstances under which vacation time can be cancelled.

43.2.2 .4 Compensatory time off shall not be granted on City recognized holidays where reduced staffing vacation opportunities are granted to officers based upon seniority, and the use of compensatory time off would conflict with seniority-

based vacation selection.

The City's decision shall not be overturned unless there is a demonstrated abuse of discretion.

Any compensatory time off remaining at the end of the calendar year shall be compensated in pay. Notwithstanding the provisions of 43.2 above, all grant-funded and Special Duty overtime will be compensated as pay; compensatory time off is not available.

In the event any portion of 43.2 et seq. is rendered unenforceable by arbitration decision, Employment Relations Board decision, or court ruling, the City and Association agree to negotiate a successor provision.

43.3 In addition to calendar-year-end pay out, an officer may request cash payout of accrued compensatory time off twice per calendar year. Requests must be made in writing no later than the close of business June 30 and November 20 and will be processed in the following pay period.

43.4 Where the City and the officer mutually agree for a specified period to a shift change, a change in days off or split shift, the overtime pay shall not apply, provided the officer is scheduled for four (4) days off in each payroll period, or at least six (6) days off in each payroll period if the employee works a 4/10 shift.

43.5 Officers, other than instructors, assigned to or from training programs shall not receive overtime as a consequence of their reassignment, provided the officer is scheduled for four (4) days off (or six (6) days off for employees on 4/10 shifts) in each payroll period, which includes a reassignment. The City reserves the right to assign officers to selected training courses at out-of-town training sites. As this professional training is beneficial and mutually desirable to the City and the officers, no overtime will be authorized for travel. Officers authorized to travel to out-of-state training sites will be relieved from duty for the equivalent time necessary to travel to and from the out-of-state site.

43.5.1 When an officer is required to attend training scheduled for six hours or longer, and the training does not last a full day, the officer shall be excused from work after the completion of the training for the full day without any loss in pay.

43.5.2 If the training is out of town, the officer shall be credited for a full day's work for each day training is scheduled and attended.

43.5.3 Officers shall receive a paid meal period during training if required to attend training in uniform.

43.6 An officer shall normally be paid at the overtime rate only for those hours worked.

43.6.1 However, if the officer works less than four (4) hours, the officer shall be paid at the overtime rate the lesser of:

43.6.1.1 The time elapsed from the beginning of the overtime to the beginning of the shift; or

43.6.1.2 The time elapsed from the end of the shift to the end of the overtime; or

43.6.1.3 Four (4) hours.

43.6.2 If an officer works more than one overtime assignment, each will be paid separately. However, if there are 60 minutes or less of unpaid time between the assignments, they will be paid as if they were one continuous assignment. If an officer is required to make morning and afternoon court appearances on the same calendar day, and if the officer has worked a scheduled full shift (which includes any paid leave used prior to midnight) that has ended after 0001 on the same calendar day as the court appearances, the officer shall be compensated no less than from 0700 until the end of the afternoon court appearance.

43.6.3 There will be no pyramiding of overtime pay.

43.6.4 An officer who is required to make court-related overtime appearances on the officer's day off without seventy-two (72) hours of advance notice, shall be compensated at the overtime rate for a minimum of five (5) hours. However, the no pyramiding provisions of Article 43.6.3 above still apply.

43.7 If a member is recalled to duty, the callback shall commence at the time the member is required to appear for duty. A callback is defined as a call to return to work after the officer has left the City's premises at the end of the member's last shift. Callbacks shall be paid at the overtime rate for a minimum of four (4) hours. Callbacks with less than three (3) hours' time elapsed from the end of the shift shall be paid at the overtime rate for a minimum of five (5) hours. In any event, when an officer is called and is required to report to work immediately, the officer will be paid starting at the time of the notification.

43.8 For timekeeping purposes, officers off-duty on sick leave, disability benefits, approved leave of absence with pay, and suspended-from-duty-with-pay status will be considered to be on the Morning Relief with Saturdays and Sundays off.

43.8.1 When an officer on sick leave appears in court, the amount of time spent in court, or four (4) hours, whichever is greater, will not be charged against the officer's sick leave credits.

43.8.2 Officers on approved leave of absence with pay or disability benefits will be

authorized overtime for court appearances in excess of eight (8) hours in a day or forty (40) hours in a work week.

43.9 Officers who are on duty status and who appear during their off-duty hours in their own or other officer's defense in disciplinary hearings will be authorized overtime only if the accused officer is cleared of the charges.

43.10 Whenever an officer is subpoenaed to appear in court on a civil or criminal case, as a consequence of the officer's official duties, on the officer's off-duty time, the officer shall receive overtime pay for the time spent in court per Article 43.6 above. The officer must report the subpoena to their superior at the earliest opportunity.

43.11 Overtime Limitations. With the exception of court-related or emergency overtime, officers may decline overtime work in excess of fifty-two (52) hours' duty time in any work week or twelve (12) hours' duty time in any work day. No overtime premium will be paid to officers working out of town unless prior approval is obtained for such overtime.

43.12 Transport of Prisoners. Expenses to cover actual costs of meals, lodging and transportation will be allowed officers while transporting prisoners.

43.13 Witness Fees. Officers will collect only the witness fees provided for by statute when testifying in court; such fees will be turned over to the City Auditor for reimbursement of costs to the City. Failure to turn over to the City Auditor any witness fee received for any appearance in any litigation in which the officer appears as a result of the officer's police duties and responsibilities shall be subject to Articles 20 and 21 of this Contract.

43.14 Retired Officer Court Time. Any member of the bargaining unit who retires on or after July 1, 1977, shall be compensated by the City when subpoenaed to appear in court as a prosecution witness in a criminal case, as a consequence of the officer's official duties prior to retirement. The compensation shall be the current maximum rate for the class of Police Officer. Payment will be at straight time for the hours in court, with a minimum payment of four (4) hours for each day of such service. Claims for payment of validated service shall be filed with the Fiscal Administration Unit.

43.15 Work-related Telephone Calls When Not On-Call. If the City makes a work-related telephone call to an officer at home outside of regular work hours, and the officer is required as a result to perform work for the City, the officer shall be compensated for the actual time worked on the telephone call, rounded up to the nearest 15 minutes. Phone calls to an officer for the purpose of asking the officer if they are available to perform extra work are not compensable.

43.16 On-Call and On-Call Telephone Calls. The employer shall compensate officers placed in on-call status at the rate of 10.0% of a day's base pay for each day or portion thereof spent in on-

call status, plus pay pursuant to Article 43.15 for time spent on telephone calls. For purposes of this article, a "day" shall mean an 8- hour workday, and "base pay" shall be the top step base pay for the employee's classification.

43.16.1 For purposes of this article, (1) "on-call" status means all time when the employer requires the officer to remain available for and to respond to a call to duty, to be immediately reachable by pager or by telephone, time on the telephone, and where the employer subjects the officer to possible disciplinary action for failing to comply with either of the foregoing requirements; and (2) "day" means the 24-hour period starting at 12:01 a.m.

43.16.2 Officers who are in on-call status who are called in to work shall be compensated for the time spent working as provided elsewhere in this Agreement.

43.17 DMV Hearings. The City shall pay officers who testify during off-duty time at DMV hearings as follows:

43.17.1 If the officer chooses to report in person to the DMV hearing location and testify in person, the City shall pay the officer under Articles 43.6 and 43.10.

43.17.2 If the officer chooses to report in person to a PPB precinct or PPB Traffic Division to testify by telephone at the DMV hearing, the City shall pay the officer under Articles 43.6 and 43.10.

43.17.3 If the officer chooses to testify telephonically from a location other than DMV, a PPB precinct, or PPB Traffic Division, the City shall pay the officer: (i) "on-call" pay for the day of the hearing under Article 43.16; (ii) one hour of pay at the overtime rate under Article 43; and (iii) for the actual time spent on the telephone call beyond the first hour in 15 minute increments at the overtime rate under Article 43.15.

43.17.4 Officers shall reflect on their time sheets the location of the telephone call and the length of the DMV hearing.

43.18 If an officer is injured while working during a shift, which requires the officer to seek medical care from an urgent care center or hospital emergency room during that shift, and the medical care is not concluded by the end of the officer's regularly scheduled shift, then the actual time spent in the urgent care center or hospital emergency room after the officer's regular shift will be paid at the officer's overtime rate, up to a maximum that is one-half of the length of the officer's regular shift.

ARTICLE 44 -- ADVANCE NOTICE IN CHANGE OF SHIFT OR DAYS OFF *CCL

44.1 An officer will normally be given adequate advance notice of any change in the officer's regular hours of work, except where an emergency (an emergency is defined as an unforeseen event affecting the precinct's or division's ability to perform its mission) exists. Notice given less than forty-eight (48) hours (or seventy-two (72) hours under the Four-Ten Plan) before the officer is to begin work under the changed schedule entitles the officer to compensation at the overtime rate for those hours not exceeding eight (8) hours that are earlier, later, or different from the hours the officer last worked in a work day. A police officer is not entitled to compensation under the overtime rate if the officer is otherwise entitled to compensation under the same hours of work, or if shift changes are the result of a voluntary transfer or promotion.

ARTICLE 45 – REPORTING PAY *CCL

45.1 An officer who reports for scheduled duty, but is excused because no work is available, shall be entitled to one shift's pay. If the work in question is a pre-arranged overtime assignment, the minimum guarantee shall be the planned length of the overtime assignment. If an officer is scheduled and reports for overtime duty, and if the Bureau determines that the officer is no longer needed, the officer shall have the option of voluntarily leaving early with the permission of the officer's supervisor. If the officer elects to leave early, the officer shall not be entitled to the guaranteed minimum pay found in this Article.

ARTICLE 46 – EMERGENCY PROVISIONS *CCL

46.1 If the safety of the officer during emergency conditions or other City-directed operational needs makes it necessary for the City to prescribe the areas in which officers may eat their meals, the City shall be obligated to furnish adequate meals.

ARTICLE 47 – HOLIDAY COMPENSATION

ARTICLE 48 – HEALTH AND WELFARE

48.1 **Benefits and Eligibility.**

(Bargaining Note: need to review the term "officer" for consistency in entire agreement)

48.1.1 Regular ~~Permanent~~ full-time officers shall be eligible for medical, dental, vision and life insurance coverage the first of the month following thirty (30) days of eligible service. Medical, dental, vision and life insurance benefits will be paid at 100% of the City contribution for those officers who have a Standard Hours designation of at least seventy-two hours in a pay period in a benefits eligible, budgeted position.

48.1.2 Regular Permanent part-time officers will be eligible for medical, dental, vision and life insurance coverage the first of the month following thirty (30) days of employment ~~174 hours of eligible service~~. Medical, dental, vision and life insurance benefits will be paid at 50% of the City contribution for any regular permanent officer who has a Standard Hours designation of at least forty hours but less than seventy-two hours in a pay period in a benefits eligible, budgeted position.

48.1.3 Medical, dental, vision and life insurance benefits may be denied to officers who are in a pay status for less than eighty (80) hours during a calendar month by the withholding of City-paid premiums for the subsequent month.

The City of Portland Health Plan Document and subsequent related materials reflect reinstatement of coverage rules for PPA members. If a member's coverage has been terminated due to loss of eligibility (excluding termination of employment), coverage will be reinstated without meeting the eligibility waiting period, provided the member returns to a benefits eligible status within twelve (12) consecutive months after the date coverage stopped. If the member is eligible for reinstatement, City contributions become effective on the date of benefits reinstatement. Any required catch-up premium contribution(s) will be deducted from the first paycheck the employee receives upon returning to paid leave status unless other repayment arrangements have been made.

48.1.4 Upon the effective date of this provision, officers shall be afforded the following medical care benefits:

Benefit	In Network	Out of Network
Type of Plan	PPO	PPO
Deductible	Individual, \$150 Family, \$450	Individual, \$450 Family, \$1,350
Inpatient Hospital	80% after deductible	60% of MPA after deductible
Outpatient Hospital	80% after deductible	60% of MPA after deductible
Office Visit Co-Pay	80% after deductible	60% of MPA after deductible
Primary Care Co-Pay	80% after deductible	60% of MPA after deductible
Diagnostic Lab & X-Ray	80% after deductible	60% of MPA after deductible
Emergency Room (co-pay waived	\$50 co-pay, then 80%	\$50 co-pay, then 60% of

If admitted)		UCR
Benefit	In Network	Out of Network
Ambulance (no deductible)	80% of UCR	80% of MPA
Alternative Care (acupuncture, naturopaths, and chiropractor) (chiropractor limited to 35 visits per year)	80% after deductible	60% of MPA after deductible
Diabetes Education/Self Management	80% / \$500 annual maximum	60% / \$1,000 annual maximum
Smoking Cessation	80% / \$500 annual maximum	60% / \$500 annual maximum
Well-Child Care	100%, no deductible	60% of MPA after deductible
Adult Physical Exams	100%, no deductible	60% of MPA after deductible
PSA Exams	100%, no deductible	60% of MPA after deductible
Women's Exams	100%, no deductible	60% of MPA after deductible
Immunizations	100%, no deductible	60% of MPA after deductible
Generic (30-day supply)	90%, \$5 min - \$35 max	60% after deductible
Preferred (Brand)(30-day supply)	80%, \$5 min - \$35 max	60% after deductible
Non-Preferred (Brand)(30-day supply)	70%, \$5 min - \$35 max	60% after deductible
Mail Order – 90 Day Supply	1 x copy to \$50 max	N/A
Annual Out Of Pocket Maximum	Individual, \$1,000	Individual, \$3,600
Opt-Out Rebates to Employees	Family, \$2,500 Employee, \$50 Two Party, \$90 Family, \$125	Family, \$9,000

48.1.5 The City shall provide to PPA members dental and vision coverage, with benefit levels no less than the most generous benefit levels afforded to non-represented employees.

48.1.6 ~~Beginning in Plan year July 1, 2017,~~ Benefit levels under Articles 48.1.4 and 48.1.5 (the PPA CityNet Medical and Delta Dental plans) are ~~will become~~ self-insured. The benefit levels under Articles 48.1.4 and 48.1.5 will not be reduced through the City's move to self-insurance, unless through agreement by the PPA and the City.

48.1.6.1 The City will maintain ~~set up an account establishing~~ the PPA Health Operating Fund. All active, retiree, COBRA and other continuation participant premiums/other payments will be deposited in the PPA Health Operating Fund and used for the payment of claims and all other costs associated with the administration of the Fund. The City will not co-mingle funds between the City Health Operating Fund and the PPA Health Operating Fund related to the payments of claims, external carrier administrative fees, and/or stop-loss insurance premiums.

48.1.6.2 The City will maintain ~~establish~~ a retention reserve within the PPA Health Operating Fund. ~~and will be funded through retention dollars held by Moda Health, Inc. related to the insured medical and dental plans in place as of June 30, 2017. All payments of retention dollars by MODA Health, Inc. will be paid and deposited in the PPA Health Operating Fund no later than December 31, 2018.~~ The City will maintain the PPA Health Care Operating Fund with adequate reserves to meet Fund obligations, unless through agreement by the PPA and the City.

48.1.6.3 Excess reserves are the monies in the PPA Health Care Operating Fund that are not needed to meet Fund obligations. Excess reserves will remain in the PPA Health Care Operating Fund and will be subject to separate reporting to the PPA.

48.1.6.4 The City will maintain the PPA Health Operating Fund and all reserves associated with the Fund in an interest bearing account according to City investment policy. Fund reserves will be pooled and will not be allocated on an individual employee basis.

48.1.6.5 To protect PPA Health Operating Fund assets, the City will purchase stop-loss insurance and the City will include the premium cost in the overall monthly rates as determined by tier.

48.1.6.6 The City will include external administrative fees in the overall monthly rates as determined by tier and paid through the PPA Health Operating Fund.

48.1.6.7 The City will provide the PPA with internal administrative fee detail as part of each annual renewal. The internal administrative fee is set by the City on an annual basis and is included in the monthly rates as determined by tier. The internal rate is determined and calculated by the City, provided to the actuary, and includes the following:

- Personnel Costs
- External Materials and Services

- Internal Materials and Services
- BOND – Debt Service contribution
- City Overhead
- All required health care local, state and federal taxes/fees applicable to self-insured plan administration
- Any required Citywide assessment by City Council

48.1.6.8 Monthly rates by tier are set on an annual basis by the City's actuarial consultant through a collaborative and transparent process with the PPA by March 15 of each calendar year. The PPA and the City will establish regular meetings resulting in plan design recommendations provided to City Council through the annual renewal of the City's Health Plan Document and related Summary Plan Descriptions. The City will make available to the PPA all relevant information for the PPA Health Operating Fund, including actuarial information, excess reserve information, claims paid information, stop loss insurance information, and administrative fee information. City Council shall retain the discretion to implement or reject any of the recommendations.

48.1.6.9 The PPA will not grieve the City's setting of monthly premium rates (including medical, prescription, internal and external administrative fees, and mandatory federal state fees/taxes of a self-insured plan). No retroactive adjustments to the established rates will be made.

48.1.6.10 The benefit levels under Articles 48.1.4 and 48.1.5 will be maintained, unless through agreement by the PPA and the City.

48.2 Plan Costs.

48.2.1 Premium and Cost Shares. The cost of the provision of the benefits listed in Articles 48.1.4 and Article 48.1.5 shall be divided as follows: 95% of the costs shall be paid by the City and 5% of the costs shall be paid by the PPA member. For the purposes of this article, "costs" and "premiums" shall be calculated based upon the PPA's claims data, together with administrative and other costs routinely taken into account in calculating health care expenses.

48.2.2 Any portion of plan costs paid by officers under the terms of this article shall be paid through a monthly payroll deduction on the first and second paycheck of each month.

48.2.3 City Contributions.

~~48.2.3.1 Effective July 1, 2017 through June 30, 2018.~~

~~48.2.3.1.1 Self-Insured Medical Plan effective Plan Year July 1, 2017 through June 30, 2018. Effective in Benefit Plan Year July 1, 2017 through June 30, 2018, the City shall contribute ninety five percent (95%) of the basic medical, vision and dental rates adopted by City Council for the one party, two party or family enrollees (whichever applies) for each full-time regular employee who elects the Self-Insured Medical Plan (benefits listed in Articles 48.1.4 and 48.1.5). The City reserves the right to expand family tier descriptions if it is in the best interest of the employee enrollee and it has been accepted by the PPA and subsequently approved by City Council.~~

~~48.2.3.1.2 Insured Kaiser Medical and Vision and Choice of Dental Plan effective Plan Years July 1, 2017 through June 30, 2018. Effective in Benefit Plan Years July 1, 2017 through June 30, 2018, the City shall contribute for employees enrolled in the Insured Kaiser Medical and Vision Plan and choice of dental plan for each full-time regular employee, one hundred percent (100%) of the City Contribution under article 48.2.1 for the one party, two party or family enrollees (whichever applies).~~

48.2.3.2 Effective July 1, 2017 and for subsequent plan years.

(Final edit will required renumbering)

48.2.3.2.1 High Deductible Health Plan (HDHP) effective Plan Year July 1, 2017. Beginning with Benefit Plan Year July 1, 2017, and effective in subsequent plan years, The City shall contribute one hundred percent (100%) of the medical and vision rates and ninety- five percent (95%) of the dental rates adopted by the City Council and elected by the employee for the one party, two party or family enrollees (whichever applies) or any variation of the tiered rates accepted by the PPA and subsequently approved by City Council, for full-time regular employees who elect the HDHP.

48.2.3.3 Effective July 1, 2018 and for subsequent plan years.

48.2.3.3.2 Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, The City shall contribute ninety-five percent (95%) of the basic medical, vision and dental rates adopted by the City Council and elected by the employee for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates accepted by the PPA and subsequently approved by City Council, for each full-time regular employee who elects the Self-Insured Medical Plan (benefits listed in Articles 48.1.4 and 48.1.5); provided the employee has received a

preventive health care examination within the ~~prior three (3) full calendar year period (from January 1, 2015 through December 31, 2017).~~ In subsequent plan years beginning July 1, 2019, the preventive health care examination look back will be the prior two (2) full calendar year period.

~~48.2.3.3.3 Beginning with Benefit Plan year July 1, 2018 and effective in subsequent plan years,~~ The City shall contribute for employees enrolled in the Insured Kaiser Medical and Vision Plan and choice of dental plan for each full-time regular employee, one hundred percent (100%) of the City Contribution under article 48.2.1 for the one party, two-party or family enrollees (whichever applies); provided the employee has received a preventive health care examination within the ~~prior three (3) full calendar year period (from January 1, 2015 through December 31, 2017).~~ In subsequent plan years beginning July 1, 2019, the preventive health care examination look back will be the prior two (2) full calendar year period.

~~48.2.3.3.4 Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years,~~ The City shall contribute ninety percent (90%) of the basic medical, vision and dental rates adopted by the City Council for each full-time regular employee who has elected the Self-Insured Medical Plan (benefits listed in Articles 48.1.4 and 48.1.5) and who has not received a preventive health care examination within the ~~prior three (3) full calendar year period (from January 1, 2015 through December 31, 2017).~~ In subsequent plan years beginning July 1, 2019, the preventive health care examination look back will be the prior two (2) full calendar year period.

~~48.2.3.3.5 Beginning with Benefit Plan year July 1, 2018 and effective in subsequent plan years,~~ The City shall contribute one hundred percent (100%) of the City's ninety percent (90%) contribution under Article 48.2.3.3.3 for each full-time regular employee who has elected the Insured Kaiser Medical and Vision Plan and choice of dental plan and who has not received a preventive health care examination within the ~~prior three (3) full calendar year period (from January 1, 2015 through December 31, 2017).~~ In subsequent plan years beginning July 1, 2019, the preventive health care examination look back will be the prior two (2) full calendar year period.

~~48.2.3.3.6 Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, The City shall contribute ninety-five percent (95%) for newly hired full-time employees who elect the Self-Insured Medical Plan (benefits listed in Articles 48.1.4 and 48.1.5). Newly hired full-time employees will have one (1) full calendar year after being hired to receive a preventive health examination to retain the City's ninety-five (95%) contribution. The City shall contribute ninety percent (90%) for the Self-Insured Medical Plan in the subsequent plan year for each newly hired full-time employee who does not receive a preventive health examination within the first full calendar year of service after being hired.~~

For example, for an employee hired in November 2020, the City will contribute 95% through June 30, 2022. If the new employee receives a preventive health care examination in calendar year 2021, the City's 95% contribution will continue effective July 1, 2022. If the newly hired employee did not receive a preventive health care examination in calendar year 2021, then the City's contribution level would change to 90% effective July 1, 2022.

~~For example, for an employee hired in November 2018, the City will contribute 95% through June 30, 2020. If the new employee receives a preventive health care examination in calendar year 2019, the City's 95% contribution will continue effective July 1, 2020. If the newly hired employee did not receive a preventive health care examination in calendar year 2019, then the City's contribution level would change to 90% effective July 1, 2020.~~

~~48.2.3.3.7 Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, The City shall contribute one hundred (100%) of the City Contribution under Article 48.2.1 for newly hired full-time employees who elect the Insured Kaiser Medical and Vision Plan and choice of dental plan. Newly hired employees will have one (1) full calendar year after being hired to receive a preventive health examination to retain the City's contributions. The City will make contributions as applicable and described in 48.2.3.3.4 in the subsequent plan year for each newly hired full-time employee who does not receive a preventive health examination within the first calendar year of service after being hired.~~

48.2.3.4 **City and Employee Contributions for Part-Time Employees.** Contributions for part-time regular employees are governed by this Article. Once plan rates for each benefit year have been adopted by the City Council, the respective City and Employee contribution amounts shall be computed and the Union PPA shall be provided written notice of the amounts.

48.2.4 Employee Contributions. (Fix numbering in final)

~~48.2.4.1 Effective July 1, 2017 through June 30, 2018.~~

~~48.2.4.1.1 Self Insured Medical Plan effective Plan Year July 1, 2017 through June 30, 2018. Effective in Benefit Plan Year July 1, 2017 through June 30, 2018, each payday, except for the third payday in a month, each full-time regular employee who elects the Self Insured Medical Plan (benefits listed in Articles 48.1.4 and 48.1.5) shall contribute five percent (5%) of the total basic medical, vision and dental rates by applicable tier and adopted by City Council.~~

~~48.2.4.1.2 Insured Kaiser Medical and Vision and Choice of Dental Plan effective Plan Years July 1, 2017 through June 30, 2018. Effective in Benefit Plan Years July 1, 2017 through June 30, 2018, each payday, except for the third payday in a month, each full-time regular employee who elects the Insured Kaiser Medical and Vision Plan and choice of dental plan shall receive 100% of the City Contribution under article 48.2.1 for the one party, two party or family enrollees (whichever applies).~~

48.2.3.2 Effective July 1, 2017 and for subsequent plan years.

48.2.3.2.1 **High Deductible Health Plan (HDHP).** ~~effective Plan Year July 1, 2017. Beginning with Benefit Plan Year July 1, 2017, and effective in subsequent plan years;~~ Each payday, except for the third payday in a month, each full-time regular employee who elects the HDHP plan shall contribute zero percent (0%) of the total medical and vision rates, and five percent (5%) of the dental rates adopted by City Council for the applicable tier (whichever applies).

48.2.4.3 Effective July 1, 2018 and for subsequent plan years.

~~48.2.4.3.1 Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, each payday, except for the~~

~~third payday in a month, Each full-time regular employee who elects the Self-Insured Medical Plan (benefits listed in Articles 48.1.4 and 48.1.5) shall contribute five percent (5%) of the total medical, vision and dental rates adopted by City Council for the applicable tier (whichever apply); provided the employee has received a preventive health care examination within the prior three (3) full calendar year period (January 1, 2015 through December 31, 2017). In subsequent plan years beginning July 1, 2019, the preventive health care examination look back will be the prior two (2) full calendar year period.~~

~~48.2.4.3.2 Beginning with Benefit Plan year July 1, 2018 and effective in subsequent plan years, Each payday, except for the third payday in a month, each full-time regular employee who elects the Kaiser Medical and Vision Plan and dental plan choice shall receive 100% of the City Contribution under article 48.2.1 for the applicable tier (whichever applies); provided the employee has received a preventive health care examination within the prior three (3) full calendar year period (January 1, 2015 through December 31, 2017). In subsequent plan years beginning July 1, 2019, the preventive health care examination look back will be within the prior two (2) calendar year period~~

~~48.2.4.3.3 Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, Each payday, except for the third payday in a month, each full-time regular employee who elects the Self-Insured Medical Plan (benefits listed in Articles 48.1.4 and 48.1.5), shall contribute ten percent (10%) of the total medical, vision and dental rates adopted by City Council for the applicable tier (whichever apply) if the employee has not received a preventive health examination within the prior three (3) full calendar year period (January 1, 2015 through December 31, 2017). In subsequent plan years beginning July 1, 2019, the preventive health care examination look back will be within the prior two (2) full calendar year period.~~

~~48.2.4.3.4 Beginning with Benefit Plan year July 1, 2018 and effective in subsequent plan years, Each payday, except for the third payday in a month, each full-time regular employee who elects the Insured Kaiser Medical and Vision Plan and choice of dental plan, shall receive one hundred percent (100%) of the ninety percent (90%) of the City Contribution under article 48.2.3.3.3 for~~

the applicable tier (whichever apply) if the employee has not received a preventive health examination within the prior ~~three (3)~~ full calendar year period ~~(January 1, 2015 through December 31, 2017)~~. In subsequent plan years beginning July 1, 2019, the preventive health care examination look back will be within the prior two (2) full calendar year period.

48.2.4.3.5 ~~Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years;~~ Each payday, except for the third payday in a month, each newly hired full-time regular employee who elects the Self-Insured Medical Plan (benefits listed in Articles 48.1.4 and 48.1.5) shall contribute five percent (5%) of the total medical, vision and dental rates adopted by City Council for the applicable tier (whichever apply). Newly hired full-time employees will have one (1) full calendar year after being hired to receive a preventive health examination to retain the employee's five percent (5%) contribution. Newly hired full-time regular employees will contribute ten percent (10%) for the Self-Insured Medical Plan in the subsequent plan year for each newly hired full-time employee who does not receive a preventive health examination within the first full calendar year of service after being hired.

For example, for an employee hired in November 2020, the employee will contribute 5% through June 30, 2022. If the new employee receives a preventive health care examination in calendar year 2021, the employee's 5% contribution will continue effective July 1, 2022. If the newly hired employee did not receive a preventive health care examination in calendar year 2021, then the employee's contribution level would change to 10% effective July 1, 2022.

~~For example, for an employee hired in November 2018, the employee will contribute 5% through June 30, 2020. If the new employee receives a preventive health care examination in calendar year 2019, the employee's 5% contribution will continue effective July 1, 2020. If the newly hired employee did not receive a preventive health care examination in calendar year 2019, then the employee's contribution level would change to 10% effective July 1, 2020.~~

48.2.4.3.6 ~~Beginning with Benefit Plan year July 1, 2018, and~~

~~effective in subsequent plan years,~~ Each payday, except for the third payday in a month, each full-time regular employee who elects the Insured Kaiser Medical and Vision Plan and choice of dental plan, shall receive one hundred (100%) of the City Contribution under Article 48.2.1. Newly hired employees will have one (1) full calendar year after being hired to receive a preventive health examination to retain the City's contributions. The City will make contributions as applicable and described in 48.2.4.3.4 in the subsequent plan year for each newly hired full-time employee who does not receive a preventive health examination within the first calendar year of service after being hired.

48.3 Domestic Partner Benefit. The benefits described in Article 48.1 and 48.2 shall include domestic partner coverage.

48.4 Retiree and Survivor Benefits.

48.4.1 The City shall make available to a retired officer, spouse and children, or to the surviving spouse and children, or to the surviving spouse, the same medical, dental, and vision benefits offered to active officers. The cost of the plans shall be borne by the retiree or the retiree's spouse.

48.4.2 In order to be eligible to receive the retiree health coverage provided for herein, the retiree must have had coverage under one of the City's active employee health plans in the month preceding the retiree's retirement. Retiree health coverage must be requested within 60 days of retirement unless the retiree/spouse has had other employer-sponsored group coverage continuously between the retiree's effective date of retirement and the date when the coverage described above is to commence.

48.4.3 Coverage shall continue to be available to a retired officer until the retiree becomes eligible for federal Medicare coverage. Coverage shall continue to be available to a retiree's surviving spouse until the spouse is eligible for federal Medicare coverage. Dependent coverage for the retiree's unmarried children shall continue to be available until the retiree's child reaches the age of majority under the applicable health plan. In the event that any coverage provided to a retiree or a retiree's surviving spouse is terminated by the retiree/surviving spouse prior to the time the retiree/surviving spouse becomes eligible for federal Medicare coverage, the future availability of such coverage will be contingent upon the retiree or retiree's surviving spouse maintaining continuous coverage through some other employer-sponsored group health plan between the date of termination and the date the retiree or retiree's surviving spouse wishes to re-enroll in a City-provided health plan.

48.4.4 A retiree or a retiree's surviving spouse who elects to participate in an insured health plan maintained by the City (e.g., Kaiser) will pay rates charged by the Insurer for participants in their age group. If the insurer charges a higher rate for participants who are over 65, the City will allow the participant to switch to its City Net plan. A retiree or a retiree's spouse who elects participation in a City Net health plan offered by the City will pay the rate charged for active employees.

48.5 The City shall provide to the spouse and dependent children of an officer who is killed on the job, the same medical, dental and vision benefit plans available to active officers. The City agrees to continue the City contribution for the spouse and dependent children until the spouse reaches age sixty-five, ~~remarries~~, or becomes Medicare eligible, whichever comes first, and for each dependent child to the age which meets the eligibility requirements of the health plan in which they are enrolled. The promise of the City to provide insured plans is dependent upon the continuing availability of such plans from an insurance carrier and the qualification by the retired ~~member~~ ~~officer~~ with the plan while the retiree was employed with the City. Should an insurance carrier terminate the plan, the City shall attempt to replace it.

48.6 Life Insurance.

48.6.1 The City shall provide each officer with a life insurance policy; said policy shall be secured and maintained in accordance with the City's existing practices.

48.6.2 The value of the policy shall be no less than \$50,000.

48.6.3 The City shall make available supplemental life coverage on a voluntary, employee paid basis.

48.7 **Deferred Compensation.** The City shall allow officers under this contract to participate in the Deferred Compensation Program that is currently available to officers. However, if the program is determined not to be allowable as a tax deferral under the Internal Revenue Code, the participating officer shall hold the City and the unions harmless against any and all claims, demands, or other forms of liability arising as a result of any invalidation of the terms and conditions of the Program. *(Bargaining Note: contributions and fees are the sole responsibility of the employee)*

48.8 **Federal Health Legislation.** If the Federal Government enacts federal health legislation, or if any taxing authority taxes or otherwise limits or restricts health care benefits paid by the City, the City and the Association will immediately negotiate on the effect of that legislation as it pertains to this Article.

48.9 **Tax Sheltering.** The City shall offer to PPA members the opportunity to participate in tax sheltering and/or ~~wellness avoidance~~ health care programs and accounts, under the same terms

and conditions provided to non-represented employees.

48.10 EAP. Employees and their eligible dependents will have access to no fewer than eight (8) no-cost EAP visits per employee or dependent each plan year. A list of approved EAP providers with specialized experience in law enforcement will be determined in consultation with the PPB Liaison, Benefits Office, EAP Contracted Provider and the Association. The list of providers will be given to the Association.

ARTICLE 49 – CONTINUATION OF CITY-PAID HEALTH AND WELFARE BENEFITS TO OFFICERS WHO ARE INJURED ON THE JOB OR WHO HAVE AN OCCUPATIONAL ILLNESS OR INJURY *CCL

49.1 Officers who incur an on-the-job injury or service connected disability shall continue to receive City-paid medical, dental, vision and life insurance continuation for themselves and their eligible dependents for twenty-four months while on non-paid status. Thereafter, the officer is responsible for payment of medical, dental, vision and life premiums.

49.2 The City shall pay no more than a total of twenty-four (24) months of benefits (medical, dental, vision, life) per injury or disability in a thirty-six (36) month period from the date of the initial injury or disability. The City shall only be responsible for the City's share of any premium due.

49.2.1 Example A: Officer "A" incurs a service-connected injury "A's" hand. "A" is off work for sixteen months. City-paid benefits continue while "A" is off work. Two years after the initial injury, "A" re-injures "A's" hand and is off for nine months. The City will continue "A's" benefits (medical, dental, vision, life) for the first eight months. "A" is responsible for self-paying "A's" benefits for the ninth month if the officer wishes to continue benefits.

49.2.2 Example B: Officer "B" incurs a service-connected disability. "B" is off work for twenty-six months. City-paid benefits continue for the first twenty-four months while "B" is off work. "B" returns to work. Four years after the initial disability, "B" is again disabled and is off work for six months. City-paid benefits continue while "B" is off work.

49.2.3 Example C: Officer "C" incurs a service-connected injury to "C's" hand. "C" is off work for twenty-four months. City-paid benefits continue while "C" is off work. Two years after the first injury, "C" injures "C's" leg and is off for nine months. City-paid benefits continue while "C" is off work.

49.3 If an officer is medically separated from service due to personal injury suffered as a direct result of a traumatic injury sustained while on duty on or after the ratification of this Agreement while responding to an emergency situation, in a hot pursuit, or in an on-duty traffic accident, the City shall pay for the medical, dental, vision and life insurance premiums for the officer, and

the medical, dental and vision insurance premiums for the officer's eligible dependents, for the duration of the disability as limited below. Traumatic injury means a wound or a condition of the body caused by external force, including injuries inflicted by bullets, explosives, sharp instruments, blunt objects or other physical blows, chemicals, electricity, climatic conditions, infectious diseases, radiation and bacteria, but excluding stress and strain.

49.3.1 Medically separated means the officer has been determined to be medically stationary and unable to perform the officer's required duties two years after the date of injury.

49.3.1.1 If the officer is not medically stationary two years after the date of injury the officer shall be considered to be medically separated under the following conditions:

49.3.1.1.1 The officer remains unable to perform the officer's required duties; and

49.3.1.1.2 The bureau has received information from the FPD&R or the Worker's Compensation Department that the officer is incapable of any substantial gainful activity; and

49.3.1.1.3 The officer cooperates in treatment of the disability or in vocational rehabilitation; and

49.3.1.1.4 The officer agrees to submit to an independent medical and/or vocational assessment at the discretion of the bureau; and

49.3.1.1.5 The officer signs any necessary release(s) to the FPD&R, the Worker's Compensation Department and treatment providers to allow the bureau to verify any of the requirements in 49.3.1 above.

49.3.2 If the officer is not medically stationary sooner, the officer shall be treated as medically stationary for purposes of Article 49.3 on the fourth anniversary of the date of disability, regardless of the officer's condition and shall be considered medically separated from the City on that date.

49.3.3 Traumatic injury means a wound or a condition of the body caused by external force, including injuries inflicted by bullets, explosives, sharp instruments, blunt objects or other physical blows, chemicals, electricity, climatic conditions, infectious diseases, radiation and bacteria, but excluding stress and strain.

49.3.4 The provisions of Section 49.3 shall not apply if:

49.3.4.1 The personal injury is the result of stress; strain; occupational illness; or a chronic, progressive, or congenital disease (such as heart or pulmonary disease), unless there is a traumatic injury that is a substantial contributing factor to the personal injury; or

49.3.4.2 The personal injury is caused by the intentional misconduct of the officer; or

49.3.4.3 The officer was voluntarily intoxicated or under the influence of a controlled substance at the time the officer received the personal injury; or

49.3.4.4 The officer was performing the officer's duties in a grossly negligent manner at the time of the personal injury.

49.3.5 In order to be eligible for this insurance benefit, the officer must be incapable of engaging in employment in a job which pays a salary or produces income equivalent to 50% of the current top wage in the classification the officer held at the time of the traumatic injury.

49.3.6 The determination of whether an officer is capable of employment under Article 49.3.2 will be made through a vocational assessment conducted by a vocational rehabilitation specialist contracted to perform such assessments by the City.

49.3.7 The insurance benefit provided in this section shall be subordinated to other health insurance covering the officer, including Medicare.

49.3.8 The obligation of the City to provide the insurance benefit to the officer and the officer's eligible dependents ceases when:

49.3.8.1 The officer is able to return to work as an officer; or

49.3.8.2 The officer becomes capable of engaging in employment in a job which pays a salary or produces income equivalent to 50% of the current top wage in the classification the officer held at the time of the traumatic injury; or

49.3.8.3 The officer is otherwise eligible to retire.

49.3.8.4 The parties agree that for purposes of Article 49.3.8, the officer shall cooperate with City requests for annual medical updates and semi-annual earnings information. In order to avoid duplication of effort, this may include signing necessary releases to obtain the required information

from the FPD&R or the Worker's Compensation Department.

49.3.9 If the City's obligation to provide the insurance benefit to an officer ceases under Article 48.3.8.2, and the officer's condition subsequently changes to where the officer is again not capable of engaging in employment which pays a salary or produces an income equivalent to 50% of the current top step wage in the classification the officer held at the time of traumatic injury, the officer's benefits under this article will be reinstated assuming the officer is not disqualified under Article 49.3.8.1, 49.3.8.3 or 49.3.8.4.

49.3.10 Notwithstanding any other provision of Article 49.3, a disabled officer receiving or eligible to receive benefits under Article 49.3 shall not receive any such benefit under the following conditions:

49.3.10.1 If the officer is discharged; or

49.3.10.2 For any periods of time during which the member is incarcerated subsequent to and for the conviction of a crime.

49.4 An injury or occupational illness is considered service connected if it is an accepted worker's compensation claim for PERS participants or is determined to be service connected by the Fire and Police Disability and Retirement Fund.

49.5 PERS officers who have a deferred worker's compensation claim will be treated as if they have an accepted worker's compensation claim for purposes of City-paid medical, dental, vision, and life premiums. If an officer's claim is accepted, they will be eligible to receive up to a total of twenty-four months of City-paid coverage as described in section 49.2 above. If an officer's claim is denied, City-paid coverage will continue through the end of the month in which the denial is issued.

49.6 An officer who has a non-service connected disability or injury is eligible to participate in City group benefits (medical, dental and vision) at City group rates until Medicare eligible, no longer disabled, termination, or they fail to make the required premium payment. Officers shall be responsible for payment of premiums including any administrative charges that the City is entitled to charge self-any participants under federal and or state law.

ARTICLE 50 – DOMESTIC PARTNERS

50.1 For purposes of this Agreement, the word "spouse" shall include "domestic partners", ~~as that term is defined by the Labor Management Benefits Committee.~~

(Bargaining Note: This is long since past practice and there is no intent to change it by committee. Any change would be subject to bargaining. See also Article 28.3.)

ARTICLE 51 – LIABILITY INSURANCE

51.1 The City agrees to provide adequate liability coverage protection for ~~police officers~~ City employees consistent with applicable law.

(Bargaining Note: The City provide liability coverage within the requirements of the Oregon Tort Claims Act or applicable law.)

ARTICLE 52 – LEGAL FEES

52.1 The City agrees to reimburse an officer or the Association for all reasonable, usual and customary legal fees charged by an attorney as a direct result of criminal charges or a criminal investigation arising out of the officer's involvement in actions in the performance of their duty as a police officer.

52.2 The reimbursement will not be made if:

52.2.1 The officer is convicted by verdict or plea, or pleads no contest to criminal charges arising out of the incident; or

52.2.2 The Bureau sustains disciplinary charges on the basis of the officer's actions which formed the basis for the possible criminal liability, and the Bureau's sustaining of the charges is upheld on any appeal of discipline.

52.3 Any reimbursement required shall be made only at the conclusion of all criminal and disciplinary proceedings against the officer arising out of the incident.

52.4 To receive reimbursement under this Article, the officer must select one attorney from a list of no less than ten (10) that has been mutually agreed upon by the Portland Police Association and the City Attorney. Neither party shall unreasonably oppose the inclusion of an attorney on the list. Within sixty (60) days of the execution of this Agreement, the Association shall submit to the City Attorney the names of the attorneys it proposes for inclusion on the list. If the City Attorney does not object to an attorney on the list within ten (10) working days, the attorney shall be included on the list. The names on the list shall be reviewed every six months upon the request of either party. If no attorney on the list is available to represent an officer, the officer may obtain another attorney, and if the Association notifies the City of the selected attorney by the close of the next working day, the City shall reimburse the officer for the Attorney's fees provided all other requirements of this Article are met.

52.5 Before becoming obligated under this Article, the City shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of time spent and describing briefly the purpose of such time. If the City in its discretion feels the charges exceed reasonable, usual and customary fees normally charged, the City may submit the bill to the Oregon State Bar Association for review. The Oregon State Bar Association's determination will be final and binding for the City's obligation under this Article.

ARTICLE 53 – FUNERAL EXPENSES

53.1 In the event an officer is killed in the line of duty, or dies from injuries sustained in the line of duty, the City shall pay the sum of twelve thousand dollars (\$12,000.00) toward funeral and connected expenses to the officer's surviving spouse (or, if none, to the officer's heirs), regardless of amounts paid from other sources.

ARTICLE 54 – SHIFT AND DAY OFF TRADES *CCL

54.1 Subject to prior supervisory approval, and consistent with the Fair Labor Standards Act, non-probationary officers within the same classification shall be allowed to voluntarily trade days off and/or shifts. Supervisory approval shall not be unreasonably denied. The City shall not incur overtime solely as a result of the trade. Trades shall be in minimum increments of half shifts, and shall be on a temporary basis. Officers who use their seniority to obtain a holiday off may not trade with another officer and subsequently work the holiday.

54.2 The Association and the City agree to the principle that there should be the option available for job sharing and part-time work. Should the parties receive a request for job sharing or part-time work, the parties agree to immediately meet to develop the terms and condition of the work.

ARTICLE 55 – SHIFT AND ALTERNATIVE SHIFT SCHEDULES

55.1 Officers assigned to and working Night Shift shall observe any holiday leave to which they are entitled on the day before the City's observed holiday.

55.2 Officers assigned to and working Night Shift shall receive a Shift Differential premium of four percent (4%) for all hours worked, and officers assigned to and working Afternoon Shift shall receive a Shift Differential premium of two percent (2%) for all hours worked.

55.2.1 Any shift that begins between 1200 and 1859 shall be designated as an Afternoon Shift. Any shift that begins between 1900 and 0259 shall be designated as a Night Shift.

55.2.2 The shift differential premium shall be included in calculating the overtime rate for officers designated to work Afternoon or Night Shift for a pay period or more and shall be paid on all overtime, including all court- related overtime; however, the shift differential premium will not be included in Secondary employment ~~Special Duty~~ overtime pay under Article 57.2.

55.2.3 The shift differential premium will not be paid on hours not worked, including sick leave, vacation leave, administrative leave, and leave without pay.

55.2.4 Officers who are temporarily assigned to an Afternoon or Night Shift for a pay period or more shall receive the shift differential premium as set forth above in paragraphs 55.2 and 55.2.1 through 55.2.3.

55.3 Should the Chief of Police decide to implement a Four-Ten schedule for certain units within the Police Bureau, such schedule will consist of four (4) ten- hour days, or eight (8) days per pay period. Any time worked over ten (10) hours per shift, or forty (40) hours per week, will be considered as overtime.

ARTICLE 56 – RETRAINING PROVISIONS *CCL

56.1 In the event of an involuntary transfer of a member from one function to another function, or a transfer due to the phasing out of a particular function, the officer will be given adequate training to become proficient in the newly-assigned function.

ARTICLE 57 – EXTRA EMPLOYMENT *CCL

57.1 Secondary Employment. Officers other than probationary police officers shall be allowed to engage in secondary employment, subject to the following conditions:

57.1.1 Officers shall obtain an extra employment permit before engaging in secondary employment. If the Bureau disapproves of the type of outside employment requested by the officer, the officer shall not engage in the outside employment unless the Bureau's decision is subsequently changed or overturned.

57.1.2 The outside employment shall not pose a conflict of interest with Bureau employment.

57.1.3 The outside employment shall not detract from the officer's performance as a Bureau employee.

57.1.4 The officer's Bureau employment must always remain the officer's primary job.

57.1.5 No officer shall work more than 20 hours per week of secondary employment. Excluded from the twenty (20) hours is vacation, compensatory, or holiday time an officer takes off to work at an off duty job (i.e., an officer could take forty (40) hours vacation and work forty (40) hours plus the allowed twenty (20) hours for a total of sixty (60) hours of work in the secondary employment during a week).

57.1.6 If the officer challenges the denial of a request for secondary employment, the officer shall have the burden of proving that the City's decision was arbitrary and capricious. The parties agree to reassess this standard of proof when the contract is next open for negotiations.

57.2 Special Duty for Second Employers. During the term of this Agreement, the Bureau shall implement a system whereby officers other than probationary police officers are allowed to perform special duty work for a second employer. For the purposes of this Agreement, "special duty work" shall mean uniform or non-uniform work outside the officer's regular shift contracted by the Bureau with secondary employers. The Bureau shall have the discretion to design the system, subject to the following limitations:

57.2.1 The Association shall be responsible for the scheduling of the special duty work. Officers desiring special duty work shall notify the Association of the days of the week and hours on which they will be available for work, and of any particular type of work they do not desire to perform.

57.2.2 The Association shall allocate the work on a rotating basis to officers who have indicated a desire to perform special duty work. When an officer has worked special duty, the officer shall be dropped to the bottom of the rotation list. If the special duty employer requests officers with special skills, the work shall be allocated to the individuals highest on the rotation list who possess the special skills. The Bureau has the right to honor a special duty employer's request that a particular officer or officers not be assigned the requested special duty work. Disputes concerning the manner in which the Association administers its responsibility to schedule officers for special duty work shall be raised exclusively with the Association, and shall not be subject to the grievance procedure in this Agreement. The City shall have the right to refuse to assign an officer special duty work if the special duty work detracts from the officer's performance as a Bureau employee, or if the special duty work is inconsistent with the officer's employment status with the Bureau (e.g., the officer is on disability status). The City shall not be liable to officers for good-faith mistakes in the allocation of special duty work.

57.2.3 The Bureau reserves the right to establish reasonable qualifications for specific types of special duty work.

57.2.4 Special duty work shall be performed at no lower hourly rate of pay than that received by a straight-time top-step police officer without regard to the rank of the officer performing the work. However, if the Bureau determines that a sergeant should be assigned, and the sergeant performs supervisory duties while on special duty, the hourly rate of pay for the sergeant shall be no lower than the hourly rate of pay received by a straight-time top-step sergeant. If no sergeant is willing to perform the work, the officer working in the sergeant's role shall be paid no lower than the hourly rate of pay received by a straight-time top-step sergeant.

57.2.5 The Bureau shall provide portable radios to each officer performing special duty work.

57.2.6 Officers shall remain employees of the City of Portland while performing special duty work.

57.2.7 If particular special duty work requires specialized training, and if the Bureau either conducts or coordinates the training, officers who have indicated an interest in the work which requires the specialized training shall be selected for the training in the order of seniority. The Bureau reserves the right to establish the appropriate number of officers necessary to be trained in order to fill the needs of the second employer.

57.2.8 All special duty work shall be voluntary.

57.2.9 No officer shall work more than 20 hours per week of special duty work. Excluded from the twenty (20) hours is vacation, compensatory, or holiday time an officer takes off to work at an off-duty job (i.e., an officer could take forty (40) hours vacation and work forty (40) hours plus the allowed twenty (20) hours for a total of sixty (60) hours of work at the special duty job during a week).

57.2.10 No officer shall solicit special duty work from a special duty employer.

57.2.11 For purposes of retirement under Chapter 5 of the Portland City Charter (Fire and Police Disability, Retirement and Death Benefit Plan), special duty work outside of an officer's regular work hours constitutes overtime. In the event that the Board of Trustees includes special duty pay in "base pay" for purposes of retirement under Chapter 5, the parties agree to meet and negotiate a substitute provision.

57.2.12 For purposes of retirement under the Public Employee Retirement System (PERS), special duty work for a second employer is not intended to constitute "salary". In the event that PERS determines that special duty work for a second employer requires employer/employee contributions to PERS, the parties agree to meet and negotiate a substitute provision.

57.2.13 In the event that the U.S. Department of Labor or the Oregon State Wage and Hour Division finds any provision of the special duty section of this Article to be in violation of federal or state wage and hour provisions, the parties agree to meet and negotiate a substitute provision.

57.2.14 The Bureau shall be responsible for negotiating all special duty contracts with second employers. When the Bureau receives a request for special duty work from a second employer with whom a contract has been reached, the Bureau shall notify the Association of the request. If the Association receives a request for special duty work directly from a second employer, the Association shall notify the Bureau of the request and shall ensure that the City has reached a contract with the special duty employer before it allocates the work in question.

57.2.15 The parties recognize that the Association's role in administering this Article will require the expenditure of the time of Association officers as well as miscellaneous additional expenses. For these reasons, and because the parties jointly recognize that the special duty employment of police officers will be of benefit to the City, the City agrees to assign the Association's Secretary-Treasurer to the Association's office for the purpose of administering this Article. The Association agrees to reimburse the City for 50% of the Association Secretary-Treasurer's police salary and fringe benefits, as those terms have been applied in Article 11 of this Agreement. The Secretary-Treasurer shall continue to accrue sick leave and vacation hours at the rates called for by this collective bargaining agreement. The City shall bill the Association for half the salary of the Secretary-Treasurer. At the conclusion of the Secretary-Treasurer's term of office, the City shall bill the Association for 50% of the dollar value of the difference between the Secretary-Treasurer's then-current vacation accrual and the Secretary-Treasurer's vacation accrual as of the time the Secretary-Treasurer assumed office.

57.2.16 The City and the Association, by mutual written agreement, may terminate the use of the Association to schedule the special duty work at any time. The City, on sixty (60) days written notice to the Association, may terminate the use of the Association to schedule the special duty work because of the Association's failure to adequately perform its responsibilities under this section. Should the City elect to terminate the use of the Association to schedule the special duty work, the Association may challenge such decision by submitting a grievance directly to the arbitration step of the grievance procedure in this Agreement.

ARTICLE 58 – FIREARMS AND PROTECTIVE VESTS

58.1 Firearms.

58.1.1 The City agrees to furnish all newly-hired officers with a duty firearm upon their date of hire.

58.1.2 Current officers who have purchased their own Glock duty firearms from the City and who qualified with the weapon as a primary duty weapon up through the Winter 1994 qualification shall continue to carry their personally-owned weapons. The Bureau shall be responsible for the maintenance and repair of the personally-owned weapons and for the replacement of the weapons if they are lost or stolen. If an officer who carries their personally-owned weapon changes duty assignment to a position where the carrying of a different model weapon is more suitable to the assignment, the Bureau shall furnish the officer with the different model weapon. Disputes as to which model weapon is suitable to an assignment shall be resolved by the Safety Committee. If the safety committee is unable to decide the matter, the final decision will be left to the Chief of Police or the Chief's designee.

58.1.3 When an officer whose duty firearm has been purchased by the City retires, the officer shall be allowed the option of purchasing the firearm from the City at the price originally paid for the firearm by the City.

58.1.4 Modification of weapons allowable under Bureau rules (e.g., the addition of night sights or the installation of different magazines) shall be performed by the Bureau; the officer requesting the modification shall be responsible for paying the cost of hardware used in the modification.

58.1.5 Officers shall have an opportunity to purchase additional weapons from the City at the City's costs pursuant to the terms set forth in the Bureau's rules.

58.2 Vests.

58.2.1 The City shall furnish protective vests to each sworn officer.

58.2.2 The vests provided by the City must meet or exceed the recommended standards set by the Safety Committee. However, the final decision will be left to the Chief of Police or the Chief's designee. However, the vest provided by the bureau must meet or exceed the ballistic threat level of bureau-issued sidearm ammunition for day-to-day use by patrol officers.

58.2.3 Vests shall be replaced by the City in accordance with the manufacturer's recommended replacement schedule or when the vest fails, is damaged, or is rendered non-usable. If an officer desires to upgrade a vest before the vest is due to be replaced, the officer shall be responsible for paying the entire cost of the upgraded vest.

58.2.4 If an officer chooses to purchase the officer's own vest, and if the City approves of the vest for use on duty, the City shall issue the officer a chit or purchase order in the amount the City pays for the vest it most commonly issues to its officers. If the additional cost of the vest is due to the vest not fitting the officer, the City shall pay the entire cost of the vest. Disputes as to whether an issued vest fits shall be resolved by a recommendation from the Safety Committee. However, the final decision will be left to the Chief of Police or the Chief's designee.

58.2.5 Upon separation from employment, officers shall return to the City vests the City has provided. If the City requests that an officer return a vest provided under section 58.2.4, above, the City shall reimburse the officer for any additional cost of the vest paid by the officer in excess of the chit or purchase order issued by the City.

58.3 Public Safety Support Specialist: The classification of Public Safety Support Specialist is excluded from the provisions of Article 58.1 and is not assigned firearms. If the City requires the classification of Public Safety Support Specialist to wear a protective vest, the City will adhere to the provisions of Article 58.2.

ARTICLE 59 – PERFORMANCE EVALUATIONS

59.1 Performance evaluations are not a disciplinary tool and shall not serve as the basis for discipline, discharge, demotion, or involuntary transfer.

59.2 Performance evaluations shall not be used in any fashion to impact an officer's contractual pay increases, including without limitation premiums, step increases, raises, and cost-of-living adjustments. However, for the limited purpose of promotions, the City may use annual performance evaluations as a basis to promote where all other promotional criteria are basically equal.

59.3 All performance evaluations shall be in writing. Criteria for performance evaluations shall be clearly defined. Performance evaluations shall not include references to acts of alleged misconduct that were investigated and not sustained, or sustained and reversed on appeal.

59.4 All performance evaluations shall be conducted by the officer's immediate supervisor.

59.5 The City shall notify the officer in writing before placing a performance evaluation in the officer's personnel and supervisor's file, including without limitation the officer's 201, 201 Field, and Bureau of Human Resources files.

59.6 Before a performance evaluation is placed in an officer's personnel file or a supervisor's file, the officer shall have the right to provide a written response to the performance evaluation

within fifteen (15) days of the officer's receipt of the performance evaluation. The officer's written response shall be placed with the performance evaluation in the officer's personnel file or supervisor's file.

59.7 While performance evaluations are not grievable, it is understood that the member and/or the union representative may consult with the rating officer concerning a challenged non-probationary evaluation report.

(Bargaining Note: Parties acknowledge that performance evaluations may be used for notice of rule.)

ARTICLE 60 – SAFETY COMMITTEE

60.1 A sworn safety committee consisting of a total of nine represented and non- represented employees shall confer on City time with a view to maintaining safe equipment and safe working conditions. There shall be five represented employees: four appointed by and representing the Portland Police Association and one appointed by and representing the Portland Police Commanding Officers' Association.

60.2 If the committee meets on the time off of Association appointees, the shifts and/or days off of the Association appointees shall be adjusted to allow the appointees to attend the meeting on on-duty time. Time in attendance at safety committee meetings is not included in the hours of union activities referenced in Article 10.1.

60.3 The committee shall have co-chairs; one each selected by represented and non-represented employees. Among the members of the sworn safety committee, at least one member each from the City, the Association and the PPCOA shall also serve as liaisons to the Police Bureau's standing safety committee. The parties shall ensure that one member each of the sworn safety committee shall have the following assignments: (1) North Precinct; (2) Central Precinct; (3) East Precinct; (4) Traffic Division; and (5) Investigations Branch.

60.4 The committee shall meet monthly.

60.5 The committee meets in order to identify recommendations to the City and conclusions or recommendations of the safety committee are not binding on the City.

ARTICLE 61 – PORTLAND POLICE OFFICERS' BILL OF RIGHTS PREAMBLE PENDING WHAT IF

ARTICLE 62 – INDEPENDENT POLICE REVIEW (IPR) PENDING WHAT IF

ARTICLE 63 – COACH PAY *CCL

63.1 Officers designated as a coach serve at the discretion of the Bureau. Officers will receive a 10% premium pay for any pay period in which they are designated and serve as a certified coach with an assigned trainee for all or part of the pay period.

63.1.1 The following divisions will have certified coaches: Operations; Detectives; and Forensics.

63.2 Substitute coaches will receive an amount equal to one-tenth (.1) of one hour of their base pay rate for each hour, or portion thereof, that they are coaching a trainee.

63.2.1 Any officer is eligible to be a substitute coach.

63.3 If a coach works operational overtime with a trainee, the coach shall receive coach's pay for the overtime hours worked. For purposes of this Article, "operational overtime" shall not include court overtime.

63.4 Coach's pay will be paid during all paid leave.

63.5 Coach's pay will be paid to a coach if assigned trainee is on vacation or sick leave.

63.6 Coach's pay will be paid if a coach is assigned to teach a class.

63.7 All new officers who are in entry phase through phase 5 will be considered trainees.

63.8 Two certified coaches may be assigned to one trainee, due to overlapping.

63.9 Officers in the Training Division, satellite instructors, and/or coaches receive coach's pay for teaching at DPSST, if they are working patrol tactics in a 1-on-1 setting. In such cases, the officer will be paid as a substitute coach.

63.10 Academy instructors will receive coach's pay when teaching at the basic and/or advanced academy.

63.11 Coach's pay will be "stacked" or "pyramided" on other premiums for straight time and overtime. However, the coach's pay premium will not be "stacked" or "pyramided" on other premiums when the coach works an overtime shift without a trainee; in such a case, the officer will receive all other premiums for the overtime shift, but not the coach's pay premium.

ARTICLE 64 – SAVINGS CLAUSE

64.1 Should any section or portion thereof of this Contract be declared to be invalid held unlawful and unenforceable by any court of competent jurisdiction, by ruling by the Employment Relations Board, by statute or constitutional amendment, or upon mutual agreement of the parties, such decision shall apply only to the specific section or portion thereof, directly specified in the decisions; upon the issuance of such a decision, rulings, or law, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof in accordance with the expedited bargaining procedures in ORS 243.698.

ARTICLE 65 – RECRUITMENT AND RETENTION INCENTIVES *PENDING WHAT IF*

ARTICLE 66 – OVERPAYMENT AND UNDERPAYMENT

66.1 In the event that an employee receives wages or benefits from the City to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the City shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:

66.2 The City may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of two (2) years before the notification.

66.3 Where this process is utilized, the City and the employee, and the Association if requested by the employee, shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.

66.4 If there is no mutual agreement at the end of the thirty (30) calendar day period, the City shall implement the repayment schedule stated in 66.5 below.

66.5 If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves City service before the City fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.

66.6 An employee who disagrees with the City's determination that an overpayment has been

made to the employee may grieve the determination through the grievance procedure. In the event a grievance is filed, recoupment deductions will be held in abeyance pending resolution of the grievance.

66.7 This article does not waive the City's right to pursue its legal rights to recoup an overpayment where the employee is no longer in pay status, but does agree that it will attempt to use the procedures outlined in this article before pursuing those rights.

66.8 If an employee discovers an overpayment, the employee or Association may contact Labor Relations to identify the overpayment issue.

(Bargaining Note: The City will make the best efforts to resolve the concern promptly.)

66.9 Underpayments. Upon discovery by a current employee that an underpayment occurred, the employee will promptly notify the City in writing. The City shall have ninety (90) days to investigate the claim. Upon proper written notice provided by the employee of the underpayment concern, the grievance timelines are tolled.

In the event the parties mutually agree an employee has been underpaid as provided by this Agreement or other prior PPA labor agreements as applicable, the City will reimburse an employee for the agreed upon amount limited retroactively to July 1, 2009 to the discovery of the underpayment by the employee or City, whichever comes first.

(Bargaining Note: Payroll records before this time cannot be confirmed. City started new system during this time.)

ARTICLE 67 – CANINE HANDLER *CCL

67.1 Portland Police Bureau Dog Handlers who have a police canine kenneled at their residence, shall be paid one hour pay at the time-and-one-half (1½) rate per day for each regular day off they perform "kennel time" for their dog. "Kennel time" includes but is not limited to exercising the dog, grooming the dog, and cleaning up the dog run and similar duties.

67.2 On a regular work day, Portland Police Bureau Dog Handlers shall be paid one-half (½) hour at the time-and-one-half rate per day for performing "kennel time" duties over and above the regular shift, if the Dog Handler cannot perform the "kennel time" during the regular shift.

67.3 Portland Police Bureau Dog Handlers shall be paid one-half (½) hour at the time-and-one-half rate per day they perform "kennel time" duties while on vacation. The vacation compensation will apply to full or partial shifts of vacation leave.

67.4 Portland Police Bureau Dog Handlers shall receive one-half (½) hour per day

compensation if they perform "kennel time" duties while on in the following pay status:

- a) Jury Duty if the Dog Handler cannot perform the kennel time during the regular shift.
- b) Holidays.
- c) Compensatory time off.
- d) Parental Leave.
- e) Sick leave, unless the Dog Handler is physically incapable of performing kennel time duties.
- f) Injury (LOS) leave, unless the Dog Handler is physically incapable of performing kennel time duties.

67.5 Portland Police Bureau Dog Handlers shall not receive any additional compensation if they perform "kennel time" duties while in the following pay status:

- a) Military leave, if away from home overnight.
- b) Sick leave, if the Dog Handler is physically incapable of performing kennel time duties.
- c) Injury (LOS) leave, if the Dog Handler is physically incapable of performing kennel time duties.

ARTICLE 68 – TERMINATION AND DURATION *PENDING WHAT IF*

For the City of Portland:

For the Portland Police Association:

Ted Wheeler, Mayor

*, President

Approved as to form:

Steven Schuback

Anil Karia

SCHEDULE A – SALARY RATES *PENDING WHAT IF*

