LABOR AGREEMENT

Between the

PORTLAND POLICE ASSOCIATION

and the

CITY OF PORTLAND

July 1, 2013 – June 30, 2017

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CONTRACT
between
CITY OF PORTLAND
and
PORTLAND POLICE ASSOCIATION

PREAMBLE

THIS CONTRACT entered into on this 18th day of December, 2013 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 presently recognized, who have taken the oath of office, are authorized to execute warrants and are charged with law enforcement responsibilities. 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" shall refer to members of the Association's bargaining unit unless otherwise specifically indicated.

ARTICLE 2

MANAGEMENT RIGHTS

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.

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

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

CHECKOFF

6.1 The City agrees to deduct the Association membership initiation fee and insurance, and once each month, dues and any additional recurring and periodic Political Action Committee and other assessments made by the Association which have been agreed to 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.

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 those 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

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. 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.

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 Association membership or because of any officer's activity in any official capacity on behalf of the Association.

ARTICLE 10

ASSOCIATION REPRESENTATIVES

10.1 Members of the bargaining unit selected to serve as authorized representatives of the Association shall be certified in writing to the Chief, Bureau of Police. Each representative will be expected to perform his or her duties as a representative of the Association on his or her 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 (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 his or her 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 (afternoon, nights) shall be so assigned.

10.2 Upon sufficient notification, the Chief of Police shall place officers or representatives of the Association on special duty for the purpose of attending as official delegates, union conventions or conferences to the extent that such special duty 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.

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.

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.

ARTICLE 12

CONTRACT NEGOTIATIONS

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

13.1 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 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 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 legal 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 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 all drafts of the to-be-amended policies and procedures and provide the Association with an opportunity to comment on the drafts. When the Bureau of Human Resources is contemplating changing its policies and procedures, it shall provide the Association with at least fifteen (15) days' advance notice of the proposed changes.

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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 a copy of the Contract. The cost of producing the Contract will be borne by the Association. New officers will be provided with 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. 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, ePPDS, EIS, Snapshot, R-View, and CAMIN.

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 its members on a regular basis, identifying the officer's name, address of residence, phone number, date of appointment and place of Bureau assignment. 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.

ARTICLE 20

DISCIPLINE

20.1 Disciplinary action or measures shall include only the following: written reprimand, suspension, 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 following grievance procedure. This section shall not apply to counseling and instruction. Verbal reprimands will not be used as the basis for subsequent disciplinary action unless the officer is notified at the time of reprimand, and if notified, the matter will be subject to the grievance procedure.

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.

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.

ARTICLE 21

DISCHARGE AND DEMOTION

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:

21.2.1 Is separated during the eighteen (18) months' entry level probationary period, or

21.2.2 Fails to successfully complete the twelve (12) months' probationary period in a promotional position and is reverted to the officer's former classification.

21.3 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.

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.

22.2 **Step I.** Any officer or the Association claiming a breach of any specific provision of this Contract may refer the matter in writing to the officer's 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 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.

22.3.1 The Chief shall have twenty (20) calendar days in which to reply. If the Chief does not respond within the twenty (20) calendar days, or from the date of the 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, 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. 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.

22.5.2 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 23

SENIORITY

23.1 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 reverts to a position s/he 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.

23.2 Subject to 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.

23.3 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.

23.4 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.

23.5 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.

23.5.1 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.

23.5.2 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.

23.5.3 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.

23.5.4 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.

23.5.5 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 he or she may be bumped.

23.5.6 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 his or her days off or shift who objects to the accommodation.

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

23.7 **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.

23.8 **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 s/he 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.

23.9 **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.

23.9.1 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.

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

23.10 **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.

23.11 **Shift Overtime.** Where the overtime is not directly related to activities 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.

ARTICLE 24

VACATIONS

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

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; (3) 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.

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

24.3.2 straight-time pay for hours actually worked, with a minimum payment of 4 hours at the straight-time rate.

24.3.3 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

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 him/her 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 manpower requirements established by the Bureau.

25.2 Upon 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 lump sum payment for accrued vacation and holiday credits, including the credits accrued in the current calendar year.

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 26

SICK LEAVE

26.1 A member shall be allowed to use sick leave for his/her own illness or injury, or for illness or injury in the immediate family under the terms of subsection 26.7 of this Article.

26.2 Any officer may be required to furnish a doctor’s certificate for each day of sick leave use. 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 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 (4) hours per bi-weekly payroll period. 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 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.

26.5.1 Upon retirement, an officer shall receive a lump sum cash payment for the sick leave credit.

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

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. With the approval of the Chief of Police or his/her 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.

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. 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.

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 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 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) 6.7.

ARTICLE 32

OTHER LEAVES OF ABSENCE

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 for educational purposes to attend conferences, seminars, briefing sessions or other activities of a similar nature that are intended to improve or upgrade individual skills or professional ability.

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 his or her position with the City effective the date the leave commenced.

ARTICLE 34

SALARY DIFFERENTIAL BETWEEN BASIC CIVIL SERVICE CLASSIFICATIONS

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

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 Effective January 1, 2014, 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 to 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.

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.

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 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%).

37.2 In the event an officer properly authorized to work out-of-classification has done so for sixty continuous days, and the officer uses paid leave while still assigned to the out-of-classification work after sixty continuous 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 days required.

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

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

41.1 Whenever an officer is authorized to utilize his or her 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 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, an officer 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 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.

ARTICLE 43

OVERTIME

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 pay out 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 his/her 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 his or her 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

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

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

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

47.1 Through December 31, 2013, in addition to the officer's regular pay for time worked on a holiday, an officer shall receive premium compensation at time and one-half. At the election of the officer, such premium compensation shall be in the form of pay or holiday compensatory time off. This holiday compensatory time off, not exceeding sixty (60) hours, may be carried from one calendar year to the next. The election between pay or holiday compensatory time off shall be made at the time the request for the compensation is made. Holiday compensatory time off shall be placed in a holiday compensatory time off bank.

47.1.1 On December 31, 2013, the City will automatically cash out as pay all holiday compensatory hours that exceed sixty (60) and, at the officer's election, the City will cash out as pay all remaining holiday compensatory hours down to zero; such cash out will be processed in the following pay period. At the officer's election, the balance of holiday compensatory time off, not exceeding sixty (60) hours, may be carried from one calendar year to the next.

47.1.2 Effective January 1, 2014, in addition to the officer's regular pay for time worked on a holiday, an officer shall receive premium compensation at time and one-half. Unless the City and the officer 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 An officer 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 work day 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
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Christmas

Holidays	2013	2014	2015	2016	2017
New Year's Day	January 1	January 1	January 1	January 1	January 1
Dr. Martin Luther King Day	January 21	January 20	January 19	January 18	January 16
President's Day	February 18	February 17	February 16	February 15	February 20
Memorial Day	May 27	May 26	May 25	May 30	May 29
Independence Day	July 4	July 4	July 4	July 4	July 4
Labor Day	September 2	September 1	September 7	September 5	September 4
Veteran's Day	November 11	November 11	November 11	November 11	November 10
Thanksgiving Day	November 28	November 27	November 26	November 24	November 23
Christmas	December 25	December 25	December 25	December 25	December 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 48

HEALTH AND WELFARE

48.1 **Benefits and Eligibility**

48.1.1 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 Permanent part-time officers will be eligible for medical, dental, vision and life insurance coverage the first of the month following 174 hours of eligible service. Medical, dental, vision and life insurance benefits will be paid at 50% of the City contribution for any 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.

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
Specialty 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 if admitted)	$50 co-pay, then 80%	$50 co-pay, then 60% of UCR
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% / $1,000 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 copay to $50 max	N/A
Annual Out Of Pocket Maximum	Individual, $1,000 Family, $2,500	Individual, $3,600 Family, $9,000
Opt-Out Rebates To Employees	Employee, $50 Two Party, $90 Family, $125	

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.

48.2 **Plan Costs**

48.2.1 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.

48.3 **Domestic Partner Benefit.** The benefits described in Article 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 his/her 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 his/her 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 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.

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 avoidance health care programs and accounts, under the same terms and conditions provided to non-represented employees.

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

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 to his/her 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 his/her hand and is off for nine months. The City will continue his/her benefits (medical, dental, vision, life) for the first eight months. "A" is responsible for self-paying his/her 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 her 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 her 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 his/her 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 his/her 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 he or she received the personal injury; or

49.3.4.4 The officer was performing his or her 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.

ARTICLE 51

LIABILITY INSURANCE

51.1 The City agrees to provide adequate liability protection for police officers.

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 his or her 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

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 Through December 31, 2013, officers assigned to and working Night Shift shall receive a Shift Differential premium of two percent (2%) for all hours worked, and officers assigned to and working Afternoon Shift shall receive a Shift Differential premium of one percent (1%) for all hours worked. Effective January 1, 2014, 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 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

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

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 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 his/her 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.

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 union representative may consult with the rating officer concerning a challenged non-probationary evaluation report.

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.

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.

ARTICLE 61

PORTLAND POLICE OFFICERS' BILL OF RIGHTS PREAMBLE

61.1 All 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 superior officers and/or the Internal Affairs Division. In an effort to 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 officer.

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

61.2.1.1 Informed of the nature of the investigation and whether the officer is a witness or a suspect, if and when known; informed of other information necessary to reasonably apprise the officer of the nature of the allegations of the complaint. Such information shall be provided in a reasonable period of time following its receipt by the City.

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 of the Association.

61.2.1.3 Whenever delay in conducting the interview will not jeopardize the successful accomplishment of the investigation or when criminal culpability is not at issue, advance notice shall be given the officer not less than forty-eight (48) hours before the initial interview commences or written reports are required from the officer. The advance notice shall include whether the officer is a witness or a suspect, the location, date and time of the incident, the complainant's name, and the nature of the allegation against the officer.

61.2.2 **Interview Safeguards.**

61.2.2.1 Any interview of an officer shall be when the officer is on duty unless the seriousness of the investigation dictates otherwise.

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

61.2.2.3 The officer may have an Association representative present to witness the interview provided the representative does not participate in the interview. However, the interview may not be unduly delayed awaiting an unavailable Association representative when other Association representatives are available.

61.2.2.4 The officer being interviewed shall be informed of the name, rank, and command of the officer in charge of the investigation, the interviewing officer, and all other persons present during the interview.

61.2.2.5 Interviews shall be done under circumstances devoid of intimidation or coercion and shall not otherwise violate the officer's Constitutional Rights. The 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 officer shall be entitled to such reasonable intermissions as the 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 officer, noting all recess periods, shall be recorded and the officer upon request will be provided a copy of the recording, or the officer may also record the interview at the officer's own expense. 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.

61.2.3 **When the Investigation Results in Charges Being Filed.**

61.2.3.1 The 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. Such materials will be provided no later than seven (7) days prior to the officer's mitigation hearing, and shall include any transcripts the City has prepared of recorded interviews. The obligation to disclose information to the officer under this section shall not apply to information required to be maintained as confidential under federal or state law.

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

61.2.4 **When Disciplinary Action Results.**

61.2.4.1 When the investigation results in a determination of a sustained complaint and disciplinary action, only the findings and the disciplinary order may be placed in the officer's Personnel and "201" files.

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.

61.3 **Personal Information.** No officer shall be required for purposes of assignment or other personnel action to disclose any item of his or her property income, assets, source of income, or personal or domestic expenditures (including those of any member of the officer's family), unless such information is obtained under proper legal procedures, or tends to indicate a conflict of interests with respect to the performance of the 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 officer's personnel or IAD files.

61.4 **Political Activity.** Except when on duty or when acting in his/her official capacity, no officer shall be prohibited from engaging in political activity.

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

61.6 **Personnel File.** All officers shall have access to their Bureau personnel file, precinct file, and any summary report of an IAD investigation in which they were a suspect. The officer may submit rebuttal material as desired. However, 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 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 members shall be conducted pursuant to 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 though the grievance procedure under this agreement, the arbitrator 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 Chief of Police. The proceedings of the Board are not adversarial in nature, do not involve an evidentiary hearing, and the PPA and involved officers do not have the right to call or cross-examine witnesses."

61.10 **Drug Testing.** Drug testing shall be conducted pursuant to Bureau 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.

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.

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

62.2 An officer who is dissatisfied with an investigation of 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 a suspect. The officer may submit rebuttal material as desired. When an investigation is reviewed by IPR, an officer shall have access to the IPR Final Report in accordance with the IPR/CRC Protocols. The officer may submit rebuttal material as desired.

62.4 Should 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.

ARTICLE 63

COACH PAY

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 held unlawful and unenforceable by any court of competent jurisdiction 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, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

ARTICLE 65

RECRUITMENT AND RETENTION INCENTIVES

65.1 **Recruitment Incentives.** The following provisions recognize that certain incentives related to salary, 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 three-year step if approved by the Director of the Bureau of Human Resources. Initial appointment above the three-year step 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.

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.

65.2 **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 Through December 31, 2013, upon the completion of their fifteenth year of service with the

Bureau, officers shall receive longevity pay of 2.0%. 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 4.0%. 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 6.0%.

65.3.1.1 Effective January 1, 2014, 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.

ARTICLE 66

OVERPAYMENT

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.

ARTICLE 67

CANINE HANDLER

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

68.1 This Contract shall be effective as of the first day of July 2013, and shall remain in full force and effect until the 30th day of June 2017.

68.2 Negotiations for a successor Agreement shall begin not later than January 15, 2017. This Contract shall remain in full force and effect during the period of negotiations.

For the City of Portland:

Mayor Charlie Hales

LaVonne Griffin-Valade, Auditor

Chief Michael Reese

Anna Kanwit, Dir., Human Resources

Approved as to form:

Mark Amberg

For the Portland Police Association

Daryl Turner, President

Tom Perkins, Secretary-Treasurer

Kevin Warren

Jeff Niiya

Chris Kulp

James Habkirk

Anil Karia

SCHEDULE A
SALARY RATES

1. Effective August 29, 2013, Schedule "A" wage rates will be revised as follows:

   Salary rates for classifications in Schedule "A" for the period July 1, 2012 to June 30, 2013 are to be increased by fifty percent (50%) 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 between 2nd Half 2011 and 2nd Half 2012) for Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor, for a total of zero point nine percent (0.9%).

2. Effective July 1, 2014, Schedule "A" wage rates will be revised as follows:

   Salary rates for classifications in Schedule "A" for the period July 1, 2013 to June 30, 2014 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 2012 and 2nd Half 2013) 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%).

3. Effective July 1, 2015, Schedule "A" wage rates will be revised as follows:

   Salary rates for classifications in Schedule "A" for the period July 1, 2014 to June 30, 2015 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 2013 and 2nd Half 2014) 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%).

4. Effective July 1, 2016, Schedule "A" wage rates will be revised as follows:

   Salary rates for classifications in Schedule "A" for the period July 1, 2015 to June 30, 2016 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 2014 and 2nd Half 2015) 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.

SCHEDULE A

SALARY RATES

Rates as of July 1, 2013

JOB TITLE	Entry Rate	After 6 Mos.	After 1 Yr.	After 2 Yr.	After 3 Yr.	After 4 Yr.	After 5 Yr.
Police Officer*	$22.62	$ 27.61	$29.32	$ 31.06	$32.99	$ 34.86	$ 37.06
Police Sergeant * **	$37.71		$38.83	$ 39.98	$41.23	$ 42.62	
Criminalist	$37.71		$38.83	$ 39.98	$41.23	$ 42.62	
Detective	$37.71		$38.83	$ 39.98	$41.23	$42.62	

* Hazard pay 6% added to base. See Articles 35.1 and 35.2.

** Assignment as supervisory sergeants to Investigations or Forensics Division: 3% above highest Sergeant or Criminalist rate. See Article 37.

MEMORANDUM OF AGREEMENT
CONCERNING DETECTIVES AND SERGEANTS

The parties to this agreement are the City of Portland (City) and the Portland Police Association (PPA).

It is the intent of this Agreement: (1) to eliminate the "Memorandum of Agreement Concerning Detective and Sergeants" dated March 11, 1996; (2) to split the combined classification of Sergeant into the classifications of Sergeant and Detective; (3) to define the seniority rights of members impacted by this MOA; and (4) to clarify the impact of the split with respect to duties and assignment.

It is not the intent of this Agreement to facilitate or provide any basis for the reclassification of investigative positions nor is it the intent of this Agreement to facilitate or provide any basis for the removal of sergeants from the Portland Police Association's collective bargaining unit. Nothing in this Agreement is intended to waive any rights the City or the PPA has under law, current practice, or applicable collective bargaining agreement.

Re-Establishment of Detective Rank.

Effective November 19, 2001, the duties of Sergeant will be separated. The duties of the rank of investigative Sergeant prior to the effective date of this agreement will be performed by those persons holding the rank of Detective. The duties of the rank of supervisory Sergeant prior to the effective date of this agreement will be performed by those persons holding the rank of Sergeant.

Seniority of Affected Members

Should there be a need to allocate benefits under the contract such as days off, vacation selection, shift selection or other benefits on the basis of seniority, after the implementation of this Memorandum of Agreement, the effective date for purposes of seniority will be as follows:

Sergeants who held the rank of Sergeant on April 30, 1996, will have a seniority date which reflects their date of entry into the sergeant classification.

Sergeants who held the rank of Detective on April 30, 1996 will have a seniority date of May 1, 1996.

Detectives who held the rank of Detective on April 30, 1996, will have a seniority date which reflects their date of entry into the detective classification.

Detectives who held the rank of Sergeant on April 30, 1996, will have a seniority date of their entry into the classification of Detective, but in no case shall the seniority date precede May 1, 1996.

Those individuals promoted into the classification of Sergeant after May 1, 1996 shall retain the seniority date of their promotion.

The Scope of the PPA's Bargaining Unit

The classifications of Sergeant and Detective shall continue to be included in the PPA's collective bargaining unit. Effective upon the ratification of this Agreement, the parties shall file with the Oregon Employment Relations Board a consent agreement stipulating that the PPA's collective bargaining unit shall consists of Police Officers, Sergeants, Detectives, and Criminalists.

One-Time Declaration for Members on the "Combined List"

As a result of the 1996 MOA, a list was created that combined sergeants and detectives into one classification of sergeants, with investigatory and non-investigatory duties. In an effort to balance the loss of eligibility for non-investigative assignments with the Bureau's exclusive management right to hire, transfer and promote, the following one-time, limited process will occur.

Individuals on the combined list have 30 days from the effective date of this agreement to make a **onetime declaration** for the desired classification (Sergeant or Detective). Once the declaration is made, the individual will be placed on a temporary list for the purpose of participating in a screening process. The screening process, which may include a panel, will be developed by the Personnel Division and will be used to assess the individual's knowledge, skills, abilities and suitability to perform the duties of the classification. Individuals making the one-time declaration will participate in the screening process.

Individuals with the knowledge, skills, abilities, and suitability to perform in the requested classification will be placed on an unranked list for the requested classification. The Bureau will select individuals on the unranked lists for the purpose of filling vacant Sergeant and Detective positions. An individual on the list who is offered a position shall have the opportunity to accept or reject the offer; a rejection of an offer will result in the elimination of the individual's name from the unranked list. The Bureau will continue to select individuals on the respective unranked lists until they are exhausted.

No portion of the one-time declaration, the screening process, the unranked lists or the selection decisions generated by this section will be subject to the grievance process.

Retention of Ability to Make Transfer Requests

Individuals holding the rank of Sergeant on November 19, 2001 will maintain the ability to request transfer between the classifications of Sergeant and Detective until they separate from the Sergeant or Detective classifications, whatever the reason for separation (i.e. promote, retire, resign). Acting upon a request for transfer is at the discretion of the City. The City agrees it will not involuntarily transfer an individual holding the rank of Sergeant on November 19, 2001 to either Sergeant or Detective Classifications.

Filling Sergeants and Detective Positions

Except for probationary assignments, assignments for sergeants shall continue to be posted and shall be filled through the posting process. Except for probationary assignments, assignments for detectives shall be posted and shall be filled through the posting process.

Sergeants on Disability Status

Individuals on disability (LOS) status as of the effective date of this agreement who are subsequently released to return to duty shall be assigned to the classification associated with the duties the individual performed just prior to LOS status, provided the person is qualified and subject to the terms and conditions of this Agreement. An individual will return to the Sergeant classification if the individual held a supervisory sergeant assignment just prior to LOS; an individual will return to the Detective classification if the individual held an investigative assignment just prior to LOS.

Sergeants on LOS as of the effective date of this agreement will be afforded the opportunity to make the one-time declaration, to participate in the screening process and be placed on the unranked list, as described above, during the same time frame as Sergeants who are not on LOS.

Eligibility for Lieutenant Promotional Exam

Detectives, Sergeants, and Criminalists shall be eligible to sign up for promotional examinations to the rank of Lieutenant.

Applicability to Sergeants Transferring from Portland Public Schools

With the exception of the section entitled “seniority of Affected Members,” the terms of this agreement apply to sergeants who transfer from Portland Public Schools effective November 1, 2001. Seniority for such sergeants will be determined in accordance with ORS 236.605-640, as amended by Senate Bill 415.

MEMORANDUM OF AGREEMENT
CONCERNING WORKPLACE VIOLENCE POLICY

This Agreement has been reached between the City of Portland (City) and the Portland Police Association (PPA). The parties are desirous of resolving all collective bargaining issues arising out of the adoption and/or modification of Sections 4.01.030 (F) and 4.01.030 (G)(14) of the Portland City Code.

In consideration of the mutual promises of the parties, the parties agree as follows:

This Agreement satisfies all collective bargaining obligations of the parties with respect to the adoption and/or modification of Sections 4.01.030(F) and 4.01.030 (G)(14) of the Portland City Code.

The adoption and/or modification of Section 4.01.030 (F) of Portland City Code does not supersede the just cause provisions of Articles 20 and 21 of the PPA's collective bargaining agreement with the City, and the rights and obligations of the parties under Articles 20 and 21.

The parties acknowledge that they have entered into this Agreement voluntarily, with full knowledge of their rights and obligations.

Entered into this 13th day of March, 2000.

FOR CITY OF PORTLAND:

David Shaff, Employee Relations Manager
City of Portland

FOR THE PPA:

Greg Pluchos, President
Portland Police Association

MEMORANDUM OF AGREEMENT

The parties agree for purposes of calculating the regular rate for FLSA overtime only, the work period for all officers shall be 28 days, as allowed under Section 207(k) of the FLSA.

The parties further agree that the above does not affect the calculation of overtime owed under specific provisions of the collective bargaining. For purposes of calculating overtime owed under the Labor Agreement the following premiums will continue to be included in that calculation: hazard pay (motorcycle, DVD, SERT, EDU), supervisory sergeant (Article 37), and coach pay.

Entered into this 29th day of March, 2000.

FOR CITY OF PORTLAND:	**FOR THE PPA:**
David Shaff, Employee Relations Manager City of Portland	Greg Pluchos, President Portland Police Association

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