



Office of Mayor Charlie Hales
City of Portland

Portland Police Association Contract Frequently Asked Questions (FAQs)

We hope the information below clarifies several questions/concerns community members often have about the Portland Police Association (PPA) Collective Bargaining Agreement (CBA) that came before the City Council for public discussion Wednesday, September 28, 2016.

THE BASICS

(1) What does the new PPA Contract accomplish?

The new PPA contract accomplishes the following things:

- Raises officers' starting salaries to make our police Bureau competitive with other jurisdictions.
- Eliminates the highly controversial "48-hour rule," which blocked swift investigation of officer-involved shootings.
- Eliminates 12 PPA grievances against the City of Portland, which could have impeded recent reform efforts (e.g., the development and implementation of new and stronger discipline rules).
- Commits the City of Portland and the PPA to work together to comply with the Department of Justice Settlement Agreement, develop new rules for the use of body cameras (*see* the final section of this FAQ, "Body Worn Cameras," for more information), and otherwise not use the PPA Contract as a shield against reform.

(2) What is a Tentative Agreement? How does it relate to the PPA Contract?

The TA commits the City of Portland and PPA to the new terms of the agreement that they bargained. It is only "tentative" because it must be approved by the PPA membership and City Council. Once it is approved by both, it is a binding and legally enforceable document.

Under Oregon State law, once the bargaining teams for the City of Portland (as employer) and the PPA (as union) reach an agreement on a new collective bargaining contract, they typically memorialize that agreement in a signed TA. After signing the TA,

both parties are then required to work in good faith towards getting the new collective bargaining agreement ratified by the union membership and City Council.

(3) What happens if the PPA Contract is not approved by Council?

If the PPA Contract is not approved, PPA and the City of Portland will have to re-enter negotiations. If we are unable to reach an agreement on a new contract, state law requires that the dispute go to interest arbitration.

Interest arbitration means that an arbitrator will make the final decision about what is in the contract—**not the City**. Under Oregon State law, the arbitrator could only choose either the City’s entire contract proposal or the PPA’s entire contract proposal. The arbitrator could not pick and choose different terms between the two, so the final outcome would either be a PPA-drafted contract or a City-drafted contract.

Interest arbitration also means a delay in the process because we likely would not have a final decision for at least 18 months from now.

(4) If the PPA Contract is approved, would the City’s efforts to reform the PPB suffer?

NO. We strongly believe that this is not the case. The Portland Police Bureau has been undergoing tremendous changes that fall outside of the PPA Contract. Under the DOJ settlement, there is continuing work on revisions to the PPB discipline process and the restructuring of the Community Oversight and Advisory Board (COAB). Both have the potential to be powerful accountability tools. Approval of the PPA contract will not stop or impair these efforts. We believe having a settled union contract will allow the City to focus on these reform efforts rather than negotiating a new PPA contract.

The City is meeting with a number of community stakeholders on both issues to ensure that we have a system that is responsive to the community’s needs. If you have any thoughts about the officer discipline process or the restructuring of the COAB, we welcome your input!

(5) Why doesn’t the PPA Contract address the Independent Police Review’s (IPR) ability to compel PPB officers for administrative interviews?

IPR has been given the tools and express authority under Portland City Code to meaningfully conduct independent investigations of police officer misconduct. Portland City Code sections 3.21.120(C)(2)(b) (Handling Complaints) and 3.21.210 (IPR Subpoenas) clarifies IPR’s powers in this regard. Specifically, IPR has the authority to direct officers to cooperate with administrative investigations. Portland City Code 3.21.220 (Bureau Witnesses) requires **ALL** PPB employees, sworn and non-sworn, to attend investigative interviews conducted by IPR, cooperate with IPR and answer

questions asked by IPR during an administrative investigation. To the extent that an officer failed to do so, they would be in violation of City Code and subject to discipline.

(6) Was notice provided to the community when the City opened the PPA Contract for bargaining?

YES. In March 2016, during the Mayor's State of the City address to the public, Mayor Hales announced his intention to implement hiring and retention incentives for police officers as a way to address the ongoing staffing crisis within the Bureau. This has largely centered on officer compensation, which directly implicates the PPA Contract. These issues were also covered extensively during this past spring's budget process. Bargaining has been an *open* topic among City representatives, including the Auditor's Office (and by extension, IPR).

URGENCY OF CURRENT PPB STAFFING CRISIS

(1) Why is it so important for the PPA Contract to be approved?

The Portland Police Bureau is undergoing a severe staffing crisis, which is greatly affecting the quality of service provided to the community. PPA Contract negotiations were opened specifically to address officer compensation—for example, the entry rate for Portland police officers is currently the lowest in the state. The truth is that with respect to recruiting officers, the PPB is not competitive and we are losing more officers than we are hiring.

In order to make changes for increased recruitment and retention State law requires us to change the Collective Bargaining Agreement with the Police union.

(2) How bad is the staffing crisis? Why does it matter?

PPB currently has 83 sworn vacancies and 22 retirements are scheduled for this month. For perspective, there are 200 vacancies across the state of Oregon; the City of Portland accounts for just under half of that number.

The average 911 response time for Portland Police Bureau is now 6 minutes. The much desired and highly effective walking beats are severely limited and will not be expanded. This is unacceptable.

Next month PPB is reassigning the first 20 officers and sergeants from specialty units including the Traffic Division, Gang Enforcement Unit and others. If the current trajectory in bureau separations continues to outpace hiring, more specialty unit officers and sergeants will be reassigned to patrol. These additional reassignments will include reduction, or temporary elimination, of important specialty services such as School

Resource Officers, Domestic Violence Reduction Unit, Traffic Division, Neighborhood Response Team, and/or Gang Enforcement Team.

BODY WORN CAMERAS

(1) Is the Body Worn Camera (BWC) Policy part of the PPA Contract?

NO. The DRAFT Body Worn Camera Policy is completely separate from the PPA Contract. City Council is not voting to adopt the DRAFT BWC Policy; they are voting to adopt the contract. The PPA Contract does not mention or reference a BWC Policy.

(2) Is City Council going to vote on the BWC Policy when it ratifies the PPA Contract?

NO. City Council will NOT be voting on the DRAFT BWC Policy when it ratifies the PPA Contract.

The DRAFT BWC Policy will be vetted and reviewed in a separate process as promised to the community. This process will likely take many months (well beyond Mayor Hales' administration) and involve a stakeholder group that will convene to review and research national best practices, which are quickly evolving.

The stakeholder group will provide a public report to City Council, and the next Draft BWC Policy will go out for universal public review and additional public comment. The DRAFT BWC Policy included as an exhibit to the Tentative Agreement is NOT final or close to being final.

(3) If the BWC Policy is separate from the PPA Contract, and is not being voted on by the City Council, then why was it presented to Council in the same package?

The DRAFT BWC Policy was included in the package as **reference material** on a proposed policy for Council because it is mentioned in the Tentative Agreement (TA). Those involved in its drafting wished to memorialize what has been worked on so far and demonstrate to the community a commitment to public process.

(4) So, why was the BWC Policy mentioned at all in the Tentative Agreement?

The TA obligates the PPA and the City of Portland to discuss the further development of a BWC Policy. Knowing the importance of having Body Cameras, the City and the PPA worked on a conceptual draft policy to present for further public review and input. The parties felt it was important to have a draft policy which outlines specifics for discussion rather than having further discussions about Body Cameras done in the abstract. Nothing in the TA obligates the City to agree to the draft policy or any specific a BWC Policy.

(5) What is Mayor Hales' proposed amendment?

The proposed amendment requires substantial public input before finalization of the BWC Policy. It will strengthen the City's commitment to the community by providing specific proposed policy details for the upcoming public input process.

(6) Section 3 sets out to clarify the practice of reviewing audio/video material (which includes body camera footage). Is it true that officers will be able to review body camera footage before they write their reports? What does Section 3 really mean?

The TA DOES NOT give officers the right to view audio/video before writing reports. Remember, the TA obligates the City of Portland and the PPA to talk about a BWC Policy; it does not obligate the parties to create a particular version of a policy.

If there is a BWC Policy that contains the language of Section 3 of the draft policy, that only means an officer will be able to review audio/video at the time of an investigation that the officer reviewed when they wrote their report. If they did not review audio/video when they wrote their report, then they would not be able to review audio/video at the time of the investigation.

(7) What has been the process in developing the DRAFT BWC Policy?

This initial DRAFT BWC Policy comes from a multi-year process that has involved many meetings and discussions with community stakeholders, district attorneys, the PPA and the City of Portland. There have been several public meetings, presentations by various technology companies, and research on national best practices all in an effort to change Oregon State Law and create an actual first draft.

The City felt it was important to gather this information and input as a starting point to help inform the creation of a specific draft policy. Any proposed policy developed in the future will be circulated for further public review and input before being adopted.