CONTRACT

between

CITY OF PORTLAND

and

PORTLAND POLICE ASSOCIATION

PREAMBLE

{ XE "Preamble" }THIS CONTRACT entered into on this ____ day of July, 2004 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 { XE "Recognition" } The City recognizes the Association as the sole and exclusive bargaining { XE "Association:Exclusive bargaining representative" } 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" { XE "Sworn Personnel:Definition of" } 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" { XE "Officer:Definition of" } shall refer to members of the Association's bargaining unit unless otherwise specifically indicated.

ARTICLE 2

MANAGEMENT RIGHTS

- 2.1 { XE "Management Rights" } 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 { XE "Levels of Service" } and methods of operation including subcontracting { XE "Subcontracting" } and the introduction of new equipment; the right to hire, lay off, transfer and { XE "Promotions" } 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 { XE "Civilianization" }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 { XE "Bureau of Personnel Services: Promotions" } Nothing in this Contract shall preclude the Bureau of Human Resources from exercising its authority to classify, or reclassify { XE "Reclassification" } 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 { XE "Existing Standards" } 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 { XE "Maintenance of Standards" } at not less than the level in effect at the time of the signing of this Agreement. { XE "Retention of Benefits" } 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 { XE "Productivity" }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 { XE "Aid To Other Unions:Prohibition against" }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{ XE "Checkoff" }

- 6.1 { XE "Checkoff:Dues" }{ XE "Dues" }The City agrees to deduct the { XE "Dues:Checkoff" }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.

FAIR SHARE

- 7.1 { XE "Fair Share" }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 { XE "Dues:Fair share" }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 { XE "Dues:Hold harmless agreement" } 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 { XE "Discrimination:Prohibition against" } The provisions of this contract shall be applied equally to all officers in the bargaining unit without discrimination as to { XE "Age Discrimination" } age,{ XE "Discrimination:Age" } sex{ XE "Discrimination:Sex" } { XE "Sex Discrimination" }, { XE "Discrimination:Marital status" } marital status{ XE "Marital Status:Discrimination" }, { XE "Racial Discrimination" } race,{ XE "Discrimination:Racial" } color, creed, { XE "Discrimination:Religious" } religion{ XE "Religious Discrimination" }, national origin, family and medical leave use, { XE "Disability Discrimination" } disability,{ XE "Discrimination: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 { XE "Association:Responsibility" } The City agrees not to interfere with the rights of officers to become members of the Association, and there shall be no { XE "Association:Discrimination against" } discrimination{ XE "Discrimination:Association activities" }, 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.

ASSOCIATION REPRESENTATIVES

- 10.1 { XE "Association:Representatives" } 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. { XE "Release 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{ XE "Association: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 { XE "Association: Special conferences" }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 { XE "Association:Transfer of representatives" }Recognizing that it is mutually advantageous to the City and the Association to maintain continuity of Association representatives, the City agrees not to { XE "Transfers:Association representatives" }transfer such representatives except in cases of promotion or necessity.

ARTICLE 11

ASSOCIATION BUSINESS

- 11.1 { XE "Association: President's status" } 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 XE "President: Assignment to Association" } 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.

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 { XE "Association:Negotiating team status" }Not more than five (5) members of the { XE "Contract:Negotiations" }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 { XE "Negotiating Team:Status" }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{ XE "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 { XE "Strikes" }, work stoppages, slow-downs { XE "Slow-Downs" }, speed-ups, or any other concerted { XE "Concerted Activities" } 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 { XE "Association:Right to engage in concerted action" }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 bureau will furnish the Association with copies of all { XE "General Orders" }policies and procedures, special, disciplinary and personnel orders when they are issued. Such materials shall include, but not be limited to, position announcements{ XE "Position Announcements" }, job announcements, and training bulletins. { XE "General Orders:Copies to Association" }When the 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.

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 { XE "Promotions:Signups" }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 { XE "Association:Copies of General Orders" } The City agrees to furnish each officer of the bargaining unit with a copy of the Contract{ XE "Contract:Copies of" }. The cost of printing 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{ XE "Rules and Procedures:Copies of" } will be provided 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.

ARTICLE 18

LIST OF OFFICERS

18.1 { XE "Association:List of officers" } The Bureau of Police will furnish the Association with the current { XE "List of Officers" } 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 { XE "Association:Bulletin boards" }{ XE "Bulletin Boards" }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 { XE "Discipline and Discharge:Definition" }Disciplinary action or measures shall include only the following: { XE "Reprimands" }written reprimand{ XE "Written Reprimand" }, suspension{ XE "Suspension" }, or in lieu thereof, with the officer's concurrence, loss of vacation{ XE "Vacation:Loss of vacation time" } or non-FLSA compensatory time{ XE "Compensatory Time Off:Loss of" }. 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. { XE "Oral Reprimand" \t "See"

Verbal Reprimand" }Verbal reprimands{ XE "Verbal Reprimand" } 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 { XE "Discipline and Discharge:Method of administering" } 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 { XE "Discipline and Discharge:Fitness for duty examinations" } 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 Early Warning System{ XE "Early Warning System" } and the information developed therein shall not constitute nor form the basis for disciplinary action.
- 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 { XE "Discharge" }Discharge or { XE "Demotion" }demotion shall be for { XE "Discipline and Discharge:Just cause" }just cause, and in such case, an officer in permanent status may choose between two avenues of appeal { XE "Civil Service Appeals" }:
 - 21.1.1 The officer may exercise appeal rights under the Bureau of Personnel Rules of the City of Portland, 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{ XE "Probationary Period" }{ XE "Discipline and Discharge: Probationary employees" }, or
 - 21.2.2 Fails to successfully complete the twelve (12) months' probationary period in a { XE "Promotions:Probationary period" }promotional position and is reverted to the officer's former classification.

ARTICLE 22

GRIEVANCE AND ARBITRATION PROCEDURE

- 22.1 { XE "Grievance Procedure" }{ XE "Grievance Procedure: Arbitration" \t "See also Arbitration" \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. { XE "Grievance Procedure: Purpose of" }One purpose of the grievance procedure shall be to attempt to settle grievances at the lowest level possible.
- 22.2 Step I. { XE "Grievance Procedure: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 date 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. { XE "Grievance Procedure: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. { XE "Grievance Procedure: Arbitration" } 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 { XE "Arbitration:Final and binding" }arbitration, the City or the Association shall request from the Oregon Employment Relations Board, a list of the names of five (5) arbitrators. { XE "Arbitration:Selection of 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 { XE "Arbitration: Time for arbitrator's decision" } 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 { XE "Arbitration:Payment of arbitrator's fees" }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.
- 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.

SENIORITY

- 23.1 Seniority{ XE "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. { XE "Seniority:Calculation of" } 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 { XE "Transfers:Seniority upon reassignment" }Subject to manpower needs and maintaining efficiency of the Division/Detail, seniority shall be the prime factor in the selection of { XE "Seniority:Shift selection" }shifts and days off { XE "Seniority:Day off selection" }provided the officer is otherwise qualified. Seniority shall govern in the selection of { XE "Seniority:Vacation selection" }vacation{ XE "Vacation:Seniority" } and { XE "Holidays:Selection" }holidays{ XE "Seniority:Holiday selection" }.
- 23.3 In the case of voluntary { XE "Seniority:Voluntary transfer between assignments" }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 { XE "Seniority:Involuntary transfer between assignments" }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.
- Vacations. Officers shall be allowed to select two { XE "Seniority: Vacation selection" }vacation periods on the basis of seniority. Each vacation{ XE "Vacation: Selection process" } 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.
- 23.8 Layoff. { XE "Layoff" } In the event of a layoff for any reason, { XE "Layoff:Procedures" } officers shall be laid off in the inverse order of their { XE "Seniority:Layoff" } 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. { XE "Layoff:Recall from" } { XE "Recall From Layoff" } 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.** { XE "Holiday:Assignment" }Where the shift strength is reduced or increased on { XE "Seniority:Holiday assignment" }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.** { XE "Transfers:Seniority for vacation purposes" } 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**. { XE "Overtime:Shift overtime" }{ XE "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 { XE "Overtime:Offered by seniority" } overtime shall be offered, in the order of { XE "Seniority:Shift overtime" } 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.

ARTICLE 24

VACATIONS

24.1 Earned vacation{ XE "Vacation" }, based upon years of service, shall be accrued at the following rates:{ XE "Vacation:Accrual 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

- As used in this Article, "years of service{ XE "Vacation: Years of service" }" shall include (1) time taken while on { XE "Leave of Absence: Vacation accrual during" } 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{ XE "Pregnancy Leave:Impact on vacation accrual" }, { XE "Parental Leave:Impact on vacation accrual" } 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 { XE "Vacation:Court appearance" }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 vacation period, including 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 or day off 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 This provision shall apply to days off that are contiguous to a block of two or more vacation days or to a day off that is contiguous to a day off which is contiguous to a block of two or more vacation days. For purposes of this section, a "block" of vacation days shall include two or more vacation 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 vacation accrual.

ACCRUAL OF VACATION CREDITS

- 25.1 { XE "Vacation:Maximum accrual" }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 { XE "Family Leave:Impact on vacation accrual" }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 { XE "Vacation:Payment upon termination or death" }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 { XE "Retiree: Vacation accrual prior to retirement" }Officers who sign a commitment to { XE "Vacation: Accrual prior to retirement" }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 { XE "Sick Leave" }A member shall be allowed to use sick leave for his/her own illness or injury, { XE "Sick Leave: Purposes" }or for illness or injury in the immediate family under the terms of subsection 26.7 of this Article.
- Any officer may be required to furnish a doctor's certificate{ XE "Sick Leave: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{ XE "Doctor's Certificate:Sick leave use" } 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 (XE "Medications:Use of") 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 { XE "Sick Leave: Accrual" }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 Members. An officer who has accumulated sick leave at the time of { XE "Retiree: Sick leave cashout" } retirement { XE "Sick Leave: Conversion on retirement or death" } 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.
- 26.6 **Public Employee Retirement System**. { XE "PERS Employees:Sick leave conversion" }Individuals covered by the Public Employee Retirement System (PERS) { XE "Retiree:PERS sick leave conversion" }shall be permitted to { XE "Sick Leave:Conversion by PERS employees" }convert unused sick leave upon retirement in accordance with ORS 238.350 and PERS administrative rules.
- In situations where an officer's spouse, parent, child or other person for whom the officer is legal guardian, becomes { XE "Sick Leave:Family illness or injury" }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 shall 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 { XE "Death Leave" }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{ XE "Immediate Family:Definition of" } 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 and daughter-in-law.
- 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{ XE "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.** { XE "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{ XE "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{ XE "Compensatory Time Off:Use during parental leave" } during the period of parental leave as provided by state law.
- 28.3 **Family Leave.** { XE "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{ XE "Domestic Partners:Family leave usage" }".
- If an officer has qualified for family leave and has exhausted all other forms of paid leave, the officer may { XE "Family Leave:Use of sick leave" }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.

LEAVE OF ABSENCE

29.1 Upon showing good cause, an officer may be granted a { XE "Leave of Absence:Standards" }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 { XE "Educational Leave" }An officer may upon approval of the Chief of Police or the Chief's designee be granted a { XE "Leave of Absence:Educational leave" }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 { XE "Military Leave" }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 { XE "Leave of Absence:Military leave" }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 City Code 4.20.040.

OTHER LEAVES OF ABSENCE

32.1 Officers may also upon approval by the Chief of Police or the Chief's designee obtain { XE "Leave of Absence:Other" }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 { XE "Leave of Absence:Return from leave" } 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 { XE "Ranks:Salary differentials between" }There shall be maintained a minimum differential of fifteen percent (15%) { XE "Salaries:Differential between ranks" }between the ranks of officers.

ARTICLE 35

HAZARD PAY

- 35.1 { XE "Hazardous Duty Pay" }Officers who are assigned to two-wheel { XE "Hazardous Duty Pay:Motorcycle duty" }motorcycle duty{ XE "Motorcycle Duty:Hazardous duty pay" } shall receive a hazard premium to be paid biweekly 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 Police Officers and Sergeants assigned full-time to the { XE "Hazardous Duty Pay:Drug and Vice Division" }Drug and Vice Division{ XE "Drug and Vice Division:Hazardous duty pay" } (DVD), Special Emergency Reaction Team (SERT) and the Explosives Disposal Unit (EDU). 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.

ARTICLE 36

BI-WEEKLY COMPENSATION

36.1 { XE "Paydays" }Bi-weekly { XE "Salaries:Bi-weekly compensation" }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.

WORK ASSIGNMENT IN HIGHER CLASSIFICATION

37.1 { XE "Higher Classification: Work in" }During routine operations, { XE "Salaries: Work in higher classification" } when an officer within the bargaining unit is assigned temporarily to fulfill substantially all the duties and responsibilities of a classification{ XE "Work In Higher 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. 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 in the Investigations or Criminalist Division, the officer shall be paid for all time so worked at the highest rate paid for Sergeant or Criminalist, plus three percent (3%).

ARTICLE 38

CLOTHING ALLOWANCE

- 38.1 The clothing allowance{ XE "Clothing Allowance" } for plainclothes{ XE "Plainclothes Allowance" } 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 { XE "Equipment: Allowance" } 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 { XE "Equipment:Furnished by City" }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 { XE "Motorcycle Use and Care" }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.

MILEAGE RATE

41.1 { XE "Mileage Rate" }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

- 42.1 { XE "Education Reimbursement Program" }For the purpose of encouraging officers to pursue appropriate formal education, the parties agree to continue the present Education Reimbursement Program with the following modifications:
- 42.2 **Eligibility:** { XE "Education Reimbursement Program: 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 Bureau of Police and attained a minimum of two (2) years' approved college credit (90) quarter hours or (60) semester hours, or (b) have completed five (5) years of service.
- 42.3 **Education Reimbursement:** { XE "Tuition Reimbursement" }Upon verification of successful completion of three (3) hours of approved college credit, an officer shall be entitled to reimbursement of education costs. An officer shall be entitled to reimbursement of the education costs if the officer does not have an undergraduate degree and the course is taken as part of an undergraduate degree program. If the reimbursement is for a course taken as part of an undergraduate degree program, the amount of reimbursement shall be limited to the tuition and book charges at Portland State University. If the officer 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. Each officer will be eligible to receive payment under this program for no more than nine (9) credit hours in any given school quarter, nor more than twenty-seven (27) credit hours during the term of this Contract. For purposes of this section, one semester hour shall be the equivalent of 1.5 quarter hours.
- 42.4 **Approved Courses:** { XE "Education Reimbursement Program: 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.

ARTICLE 43

OVERTIME

- As used in this Contract, overtime{XE "Overtime:Definition of"} 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{XE "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 { XE "Overtime:Rate" }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. Overtime will be paid in cash except, at the option of the officer, compensatory time{ XE "Compensatory Time Off:Accrual"} shall be granted in lieu of overtime pay. Officers may accrue a maximum of one hundred sixty (160) hours of compensatory time in a calendar year. An officer who has requested the use of such compensatory time shall be permitted by the City to use such time within a reasonable period

after making the request if the use of compensatory time { XE "Compensatory Time Off: Usage" } does not unduly disrupt the operations of the City. Any compensatory time remaining at the end of the calendar year shall be paid for in cash.

- 43.2.1 Notwithstanding the provisions of 43.2 above, grant-funded overtime will be paid in cash.
- 43.3 { XE "Compensatory Time Off:Cash out" }In addition to calendar-year-end pay out, an officer may request cash pay out of accrued compensatory time 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.
- Where the City and the officer mutually agree for a specified period to a shift change, a change in days off or split shift{ XE "Split Shifts" }, the overtime pay shall not apply, provided the officer is scheduled for four (4) days off in each payroll period.
- 43.5 { XE "Overtime:Training" }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 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 { XE "Overtime:Multiple assignments" } 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 { XE "Court Appearance:Morning and afternoon appearances" } 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 { XE "Overtime:Pyramiding" }overtime pay.
 - 43.6.4 An officer who is required to make { XE "Court Appearance:72-hour notice" }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 { XE "Court Appearance:Overtime" }. However, the no pyramiding provisions of Article 43.6.3 above still apply.

Exhibit A

- 43.7 { XE "Callbacks" }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. { XE "Overtime:Callbacks" }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 { XE "Court Appearance:While on sick leave" }sick leave { XE "Sick Leave:Court appearance" }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{ XE "Leave of Absence:Court appearances" } 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 { XE "Overtime:Refusal to work" }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.** { XE "Overtime:Transport of prisoners" }Expenses to cover actual costs of meals, lodging and transportation will be allowed officers while transporting prisoners.
- 43.13 **Witness Fees.** { XE "Court Appearance:Witness fees" }Officers will collect only the witness fees{ XE "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.** { XE "Court Appearance:Retired officers" }Any member of the bargaining unit who { XE "Retiree:Court appearance" }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.** { XE "Overtime: Telephone calls at home" } 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 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. 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.

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, 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.

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

ARTICLE 44

ADVANCE NOTICE IN CHANGE OF SHIFT OR DAYS OFF

44.1 { XE "Advance Notice of Shift Changes" }An officer will normally be given adequate advance notice of { XE "Days Off:Changes in" }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. { XE "Days Off:Notice of change in" }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 { XE "Shift Schedules:Changes in" }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 { XE "Reporting Pay" }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 { XE "Emergencies:Provision of meals" }{ XE "Meals:Provision of" }If the safety of the officer during emergency conditions makes it necessary for the City to prescribe the areas in which they may eat their meals, the City shall be obligated to furnish adequate hot meals.

ARTICLE 47

HOLIDAY COMPENSATION

- 47.1 { XE "Holidays" }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{ XE "Holidays: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 { XE "Holiday:On scheduled day off" }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 { XE "Holidays: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 { XE "Holidays:During leave" }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{ XE "Holidays:Observed" }. The parties acknowledge that the holidays that preceded July 1, 2004 have been honored.

Holidays	<u>2004</u>	<u>2005</u>	<u>2006</u>
New Year's Day	January 1	January 1	January 1
Dr. Martin Luther King Day	January 19	January 17	January 16
President's Day	February 16	February 21	February 20
Memorial Day	May 31	May 30	May 29
Independence Day	July 4	July 4	
Labor Day	September 6	September 5	
Veterans Day	November 11	November 11	
Thanksgiving Day	November 25	November 24	
Christmas	December 25	December 25	

Three days per year to be taken at a time mutually agreeable to the officer and the City. (Effective July 1, 2000, combine Lincoln's and Washington's birthday into single President's Day, and add additional personal holiday. The value of conversion of fixed holiday to personal holiday is to be calculated and added to across-the-board wage increase. **Note:** The value of the conversion from a fixed holiday to an additional personal holiday is calculated to be an across-the-board increase of \$.08. The additional \$.08 has been added to the July 1, 2000 wage rates in Schedule "A".)

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 **Labor/Management Benefits Committee**

- 48.1.1 { XE "Health and Welfare" } The parties agree to the continuation of the PPA's participation in the Citywide Labor/Management Benefits Committee until June 30, 2004 { XE "Insurance, Health:Labor/Management Benefits Committee" }. The committee will consist of 14 members. One member shall be appointed from each of the following labor organizations: the District Council of Trade Unions (DCTU), the Portland Police Association (PPA), the Portland Fire Fighters' Association (PFFA), the City of Portland Professional Employees Association (COPPEA), AFSCME, Local 189 representing Emergency Communications Operators (BOEC), Municipal Employees, Local 483 representing Recreation Instructors (Recreation) and the Portland Police Commanding Officers Association (PPCOA). The remaining seven members shall be appointed by the City.
- 48.1.2 A quorum of twelve voting members is required for the committee to take action. An absent committee member may designate a substitute with full voting authority. Any committee member may invite one or more visitors to attend committee meetings.
- 48.1.3 The committee shall select its chairperson, who shall serve at the will of the committee.
- 48.1.4 In order to make a recommendation to the City Council, at least 12 committee members must vote in favor of the recommendation. The committee shall be responsible for establishing internal committee voting and decision-making processes.

- 48.1.5 Members of the committee shall be allowed to attend committee meetings on on-duty time. In the event meetings are scheduled outside the regular shift hours of a committee member, the City shall make every effort to adjust the shift of the member to allow the member to attend while on duty.
- 48.1.6 The committee shall meet at least quarterly, and shall make written recommendations regarding plan design changes in the employee benefits program to the City Council no later than April 1st of each year.
- 48.1.7 The City Council shall retain the discretion to implement or reject any of the committee's recommendations. In the event the committee makes a recommendation that is consistent with the committee's authority, is actuarially sound and meets all the requirements of federal, state and local laws, and Council rejects the recommendation, any reductions in plan costs that may have occurred due to the change in plan design, will be treated as having occurred for the purposes of calculating the maximum City contribution under this Agreement. These costs will be calculated by evaluating the premiums and/or rates as if the changes had occurred, the rates and/or premiums absent the changes, and the number of participants under the plan(s) involved. (For example, if the self-insured plan two party rate would be \$298 per employee per month with the addition of a benefit design change "X", but Council rejects the design change and therefore the two party rate is \$350 per month per employee, the City contribution will be increased \$52 per month per employee on the self-insured plan to give credit for the change.)

48.2 **Benefits and Eligibility**

- 48.2.1 { XE "Insurance, Health:Eligibility for" }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, { XE "Insurance:Dental" }dental, { XE "Insurance:Vision" }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.
- 48.2.2 { XE "Insurance, Health:Part-time officers" }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.
- 48.2.3 Medical, dental, vision and life insurance benefits may be { XE "Insurance:Denial of benefits" }denied to officers who are in a pay status for less than eighty (80) hours during a calendar month by the withholding of Citypaid premiums for the subsequent month.
- 48.2.4 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

<u>Benefit</u>	<u>In Network</u>	Out Of Network
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 Well-Child Care Adult Physical Exams PSA Exams Women's Exams Immunizations Generic (30-day supply) Preferred (Brand) (30-day supply) Non-Preferred (Brand) (30-day supply)	80% / \$500 annual maximum 100%, no deductible 100%, no deductible 100%, no deductible 100%, no deductible 100%, no deductible 90%, \$5 min - \$ 35 max 80%, \$5 min - \$ 35 max	60% / \$500 annual maximum 60% of MPA after deductible 60% of MPA after deductible 60% of MPA after deductible 60% of MPA after deductible 60% after deductible 60% after deductible 60% after deductible
Mail Order – 90 Day Supply Annual Out Of Pocket Maximum Opt-Out Rebates To Employees	1 x copay to \$50 max Individual, \$1,000 Family, \$2,500 Employee, \$50 Two Party, \$90 Family, \$125	N/A Individual, \$3,600 Family, \$9,000

- 48.2.5 At the City's sole option, officers shall continue to be eligible to participate in the City Select plan after the effective date of this Article until no later than June 30, 2004. If the City elects such option, the City shall pay the difference between City Select plan costs and the contribution described in Article 48.3.
- 48.2.6 Commencing no later than 30 days following the effective date of this provision, the City and the PPA agree to meet to discuss alternate health care plans, specifically including point of service plans and medical savings accounts. The parties agree to cooperate in an effort to examine and, if requested by either party, request bids for alternate health care plans. At the PPA's option, the City shall, on July 1, 2004, provide an additional health care plan from among those studied by the parties, subject to the premium allocation provisions of Article 48.3.
- 48.2.7 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.

48.3 Plan Costs.

48.3.1 { XE "Insurance, Health:City contributions" }On the effective date of this article, and through June 30, 2004, the City shall make the following contributions to the Health Fund for each self-insured medical plan participant in the amounts set forth below:

Medical	One Party	\$260.71 per month
	Two Party	\$513.89 per month
	Family	\$692.20 per month
Dental	One Party	\$52.83 per month
	Two Party	\$90.93 per month
	Family	\$154.04 per month
Vision	One Party	\$5.75 per month
	Two Party	\$10.37 per month
	Family	\$13.96 per month
Total	One Party	\$319.29 per month
	Two Party	\$615.19 per month
	Family	\$860.19 per month

48.3.2 Effective July 1, 2004, the City's total contribution for insured plan participants shall be the dollar value of its contribution effective July 1, 2004 under Article 48.3.3 for the benefits listed in Articles 48.2.4 and 48.2.7.

For example, if the total costs of the benefits in Article 48.2.4 and 48.2.7 are \$1,000, Article 48.3.3 would require the City to pay the first \$950 of those costs. Thus, the City's contribution for insured plan participants would be limited to the first \$950 of the premiums or costs, with the participating member paying any excess premiums or costs above \$950. Under this example, if the costs of the insured plan were \$945, the City would pay all \$945 of the costs of the plan.

- 48.3.3 Effective July 1, 2004, the cost of the provision of the benefits listed in Articles 48.2.4 and Article 48.2.7 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.
- 48.3.4 Should the PPA request the implementation of an additional health care plan under Article 48.2.6, the City's total contribution for participants in the additional plan shall be the costs of the plan, but in any case no more than the dollar value of its contribution under Article 48.3.3 for the benefits listed in Articles 48.2.4 and 48.2.7. If the City chooses to insure the additional health care plan, any additional administrative costs incurred by the City by virtue of maintaining the additional plan shall be considered as "costs" under this section.

For example, if the total costs of the benefits in Article 48.2.4 and 48.2.7 are \$1,000, Article 48.3.3 would require the City to pay \$950 of those costs. Thus, the City's contribution for additional plan participants would be limited to the first \$950 of the premiums or costs, with the participating member paying any excess premiums or costs above \$950. Under this example, if the cost of the additional plan were \$945, the City would pay all \$945 of the costs of the plan.

48.3.5 Until June 30, 2004, and subject to the provisions of Article 48.2.5, if the City's contribution is less than plan costs, the difference shall be paid by officers through a monthly payroll deduction. In the alternative, until June 30, 2004, if the City's contribution is less than the self-insured or insured plan costs, the committee may elect to have the difference paid from any available excess reserves in the Health Fund. For purposes of these calculations, "plan costs" for the self-insured and insured plans shall be defined to include domestic partners insurance, and insured and self-insured medical, dental, vision and prescription drug benefit plans. Subsequent to June 30, 2004, any portion of plan costs paid by officers under the terms of this article shall be paid through a monthly payroll deduction.

- 48.4 Domestic Partner Benefit. The benefits described in Article 48.2 shall include domestic partner coverage.
- 48.5 **Documentation of Contributions.** Through June 30, 2004, the amount the City shall contribute to the Health Fund for each self-insured medical plan participant shall be established annually and will be documented in the form of a Memorandum of Agreement.

48.6 **Health Fund Reserves**

- 48.6.1 { XE "Insurance, Health: Health Fund" } The Health Fund shall be maintained with adequate reserves to meet fund obligations, which include claims, Incurred But Not Reported Claims Reserves, and Large Claim Reserves. The committee shall make recommendations to the City Council on creating other reserves as appropriate.
- 48.6.2 The term "excess reserves", as used in this Agreement, shall be defined as the monies in the Health Fund which are not needed to meet fund obligations. Excess reserves shall remain in the Health Fund, but shall be subject to separate reporting to the committee.
- 48.6.3 The Health Fund and all reserves associated with the Fund must be maintained in an interest bearing account. Fund reserves shall be pooled, and shall not be allocated on an individual employee or employee group basis.
- 48.6.4 Effective July 1, 2004, the PPA and its members shall relinquish all interest in the Health Fund reserves.

48.7 **Retiree and Survivor Benefits**

- 48.7.1 { XE "Insurance, Health:Retirees" } The City shall make available to a { XE "Retiree:Health insurance" } 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.
- 48.7.2 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.
- 48.7.3 { XE "Retiree:Health insurance and Medicare" } 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.
- 48.7.4 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 self-insured plan. A retiree or a retiree's spouse who elects participation in a self-insured health plan offered by the City will pay the rate charged for active employees.
- 48.8 { XE "Insurance, Health:Officers killed in line of duty" } 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 or remarries and for each dependent child to the age which meets the eligibility requirements of the health plan in which they are enrolled.

48.9 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.

48.10 **Life Insurance**

- 48.10.1 { XE "Insurance:Life" }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.
- 48.10.2 The value of the policy shall be no less than \$50,000.
- 48.10.3 The City shall make available supplemental life coverage on a voluntary, employee paid basis.
- 48.11 **Deferred Compensation.** { XE "Deferred Compensation" }{ XE "Insurance: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.
- 48.12 **Federal Health Legislation.** { XE "Health Legislation, Federal" } 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.
- 48.13 **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.
- 48.14 { XE "Insurance:Disability" }Effective Date. Unless otherwise specifically provided in this article, this article shall be effective on the date of the receipt of the decision of the interest arbitrator selected by the parties to resolve disputes between them as to their contract to commence on July 1, 2002.

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 { XE "Insurance, Health:Officers with occupational injuries" }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 medical updates and 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.
- 49.3.11 No later than 90 days following the execution of this Agreement, the parties shall form a committee to monitor the ongoing operation of Article 49.3. The committee shall review, among other items, the types of claims eligible for coverage under Article 49.3, the development of potential standards for the inclusion of certain stress or infectious disease injuries within Article 49.3, and the costs to the City of Article 49.3. The committee shall make non-binding recommendations to the parties no later than January 1, 2002 concerning the operation and potential modification of Article 49.3. If the City and the Association mutually agree to the inclusion of stress and infectious disease injuries, the inclusions may occur with no further action upon signing of a Memorandum of Agreement between the Director of Human Resources and the Association and approved as to form by the Office of the City Attorney.
- 49.4 { XE "PERS Employees: Worker's compensation claim } 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 { XE "Insurance: Liability" } The City agrees to provide adequate liability protection for police officers.

ARTICLE 52

LEGAL FEES

- 52.1 The City agrees to reimburse an officer for all reasonable, usual and customary { XE "Deadly Force Incidents:Legal fees" }legal fees{ XE "Criminal Investigations:Legal fees" } charged by an attorney as a direct result of criminal charges{ XE "Insurance:Liability" } or a criminal investigation arising out of the officer's involvement in actions{ XE "Legal Fees:Deadly force incidents" } 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.
- 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 will be final and binding for the City's obligation under this Article.

FUNERAL EXPENSES

53.1 { XE "Funeral Expenses" }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 \$5,000.00 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 { XE "Day Off Trades" }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 { XE "Shift Trades" }trade days off and/or { XE "Shift Schedules:Shift and day off trades" }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 { XE "Holidays:Seniority trade" }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 { XE "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

ALTERNATIVE SHIFT SCHEDULES

55.1 { XE "Shift Schedules" }Should the Chief of Police decide to implement a { XE "Shift Schedules:4-10 schedule" }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 { XE "Retraining" }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.** { XE "Moonlighting" \t "*See* Extra Employment" }Officers other than probationary police officers shall be allowed to engage in { XE "Extra Employment" }secondary employment, { XE "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.** { XE "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 { XE "Association:Secretary-Treasurer's status" }Secretary-Treasurer{ XE "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.

FIREARMS AND PROTECTIVE VESTS

58.1 Firearms.

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

- 58.1.2 Over the five-year period between July 1, 1994 and July 1, 1999, the City shall provide duty firearms to current officers who carry other than the approved Glock firearms. The goal of the parties shall be that 20% of the eligible current officers shall receive the replacement weapon in each year. The replacement of weapons shall occur in the following three groupings of officers:
 - 58.1.2.1 Officers who have successfully completed Glock training but who do not currently carry the Glock as their assigned primary service weapon;
 - 58.1.2.2 Officers who carry revolvers; and
 - 58.1.2.3 Officers carrying semi-automatics other than Glocks.
 - 58.1.2.4 Within each group, the weapons shall be replaced in the order of the seniority of the officers involved. Officers within 5 years of retirement shall be allowed to carry their current weapons.
- 58.1.3 Current officers who have purchased their own Glock duty firearms from the City and who qualified with the weapon as a primary duty weapon during 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.
- 58.1.4 When an officer whose duty firearm has { XE "Firearms:Purchase upon retirement" }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.
- 58.1.5 { XE "Firearms: Modification of" } 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.
- 58.1.6 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.**{ XE "Ballistic vests" }
 - 58.2.1 The City shall furnish protective vests{ XE "Vests" }{ XE "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 { XE "Evaluations" }{ XE "Performance Evaluations" }Before the City implements a performance evaluation system, it shall discuss the system with the Association and will bargain with the Association aspects of the system which are mandatory subjects of bargaining.

ARTICLE 60

SAFETY COMMITTEE

- A sworn safety committee XE "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.
- 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) Northeast Precinct; (3) Central Precinct; (4) East Precinct; (5) Southeast Precinct; (6) Traffic Division; and (7) Investigations.
- 60.4 The committee shall meet monthly.

ARTICLE 61

PORTLAND POLICE OFFICERS' BILL OF RIGHTS PREAMBLE

- 61.1 { XE "Bill of Rights" }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.{ XE "Internal Affairs Investigations" } 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 { XE "Bill of Rights: Applicability" }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**. { XE "Internal Affairs Investigations:Advance notice of interview" }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 { XE "Association:Representating during interal affairs interviews" }{ XE "Internal Affairs Investigations:Association representation" }Afforded an opportunity and facilities to contact and consult privately with an attorney{ XE "Internal Affairs Investigations:Right to 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 { XE "Internal Affairs Investigations:Interview safeguards" } 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 { XE "Internal Affairs Investigations:Recording of interviews" } 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 { XE "Discipline and Discharge:Copies of investigatory materials" }copy of all { XE "Internal Affairs Investigations:Copies of investigatory materials" }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 { XE "Internal Affairs Investigations:List of witnesses and complainants" } 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 { XE "Internal Affairs Investigations:Sustained complaints" }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 { XE "Demotion:Notification" }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.** { XE "Personal Information:Disclosure of" }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{ XE "Political Activity" }.
- 61.5 **LIE DETECTOR TESTS.** { XE "Lie Detector Tests" }{ XE "Polygraph Examinations" \t "*See* 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{ XE "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 **PERFORMANCE EVALUATIONS**. { XE "Performance Evaluations" }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.
- 61.8 **DEADLY FORCE INCIDENTS.** { XE "Deadly Force Incidents:Right to counsel" }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.
- 61.9 **CRIMINAL INVESTIGATIONS.** { XE "Deadly Force Incidents:Procedures for investigating" } 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.

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 61.2.4.2, 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 61.6, 61.7, 61.8 and 61.9.
- 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.
- 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).

ARTICLE 63

COACH PAY

- 63.1{ XE "Coach Pay" }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.
- 63.2Substitute 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.
- 63.3If 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.
- 63.4Coach's pay shall not be pyramided on any other premium pay received by the officer.

SAVINGS CLAUSE

64.1 (XE "Savings Clause")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.** { XE "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 { XE "Recruitment Incentives: Relocation expense" } Reasonable expenses associated with relocating permanently appointed Police Officers may be approved by the Commissioner-in-Charge. The Police Bureau shall pay such expenses. The payment of such expenses is subject to the conditions provided for in the Personnel Rules.
 - 65.1.3 { XE "Recruitment Incentives: Credit for prior professional service" } 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 { XE "Recruitment Incentives: Credit of 40 hours of vacation" } 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).** { XE "Voluntary Employee Beneficiary Association" }{ XE "Recruitment Incentives: 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 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.
- 65.3LONGEVITY PAY. { XE "Recruitment Incentives:Longevity pay" }Effective January 1, 2001, the following longevity plan shall be implemented.
 - 65.3.1 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%.
 - 65.3.2 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.

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:
- 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.
- 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.

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- 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.
- 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.

TERMINATION AND DURATION

- 67.1 { XE "Automatic Renewal of Contract" } This Contract { XE "Contract: Automatic renewal of" } shall be { XE "Duration of Contract" } effective as of the first day of July, 2002, and { XE "Termination of Contract" } shall remain in full force and effect until the 30th day of June 2006.
- 67.2Negotiations for a successor Agreement shall begin not later than January 15, 2006. This Contract{ XE "Contract:During negotiations" } shall remain in full force and effect during the period of negotiations.

For the City of Portland:	For the Portland Police Association
Mayor Vera Katz	Robert King, President
Gary Blackmer	Leo Painton, Secretary-Treasurer
Chief Derrick Foxworth	Mark Chamberlain
Yvonne L. Deckard, Dir., Human Resources	Doug Justus
Approved as to form:	Pete Simpson
Stephanie Harper	Daryl Turner
	Will Aitchison

SCHEDULE A

SALARY RATES

1. { XE "Salaries: Rates" }Effective July 1, 2002, Schedule "A" wage rates will be revised as follows:

Salary rates for classifications in Schedule "A" for the period January 1, 2002 to June 30, 2002 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 between 2nd Half 2000 and 2nd Half 2001) for Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than two percent (2.0%) or greater than five percent (5.0%).

2. Effective July 1, 2003, Schedule "A" wage rates will be revised as follows:

Salary rates for classifications in Schedule "A" for the period July 1, 2002 to June 30, 2003 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 2001 and 2nd Half 2002) for the Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor, plus 1.0%. However, in no event shall the portion of the salary increase attributable to the CPI be less than two percent (2.0%) or greater than five percent (5.0%).

3. Effective July 1, 2004, Schedule "A" wage rates will be revised as follows:

Salary rates for classifications in Schedule "A" for the period July 1, 2003 to June 30,2004 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 between 2nd Half 2002 and 2nd Half2003) for Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor, plus 1.0%. However, in no event shall the portion of the salary increase attributable to the CPI be less than two percent (2.0%) or greater than five percent (5.0%).

4. Effective July 1, 2005, Schedule "A" wage rates will be revised as follows:

Salary rates for classifications in Schedule "A" for the period July 1, 2004 to June 30, 2005 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 between 2nd Half 2003 and 2nd Half 2004) 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 be less than two percent (2.0%) or greater than five percent (5.0%).

- 5. 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.
- 6. 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, 2002

JOB TITLE	Entry Rate	After 6 Mos.	After 1 Yr.	After 2 Yr.	After 3 Yr.	After 4 Yr.	After 5 Yr.
Police Officer*	17.13	20.90	22.19	23.51	24.98	26.38	28.05
Police Sergeant * **	28.55		29.38	30.25	31.22	32.23	
Criminalist	28.55		29.38	30.25	31.22	32.23	
Detec-tive	28.55		29.38	30.25	31.22	32.23	

^{*} Hazard pay 6% added to base rate when assigned to two-wheel motorcycles, or when assigned full-time to Drug and Vice Division (DVD). See Article 35.

SCHEDULE A

SALARY RATES

Rates as of July 1, 2003

Job Title	Entry Rate	After 6 Mos.	After 1 Yr.	After 2 Yr.	After 3 Yr.	After 4 Yr.	After 5 Yr.
Police Officer*	17.64	21.53	22.86	24.22	25.73	27.18	28.90
Police Sergeant * **	29.41		30.27	31.17	32.16	33.20	
Criminalist	29.41		30.27	31.17	32.16	33.20	
Detective	29.41		30.27	31.17	32.16	33.20	

SCHEDULE A

SALARY RATES

Rates as of July 1, 2004

Job Title	Entry Rate	After 6 Mos.	After 1 Yr.	After 2 Yr.	After 3 Yr.	After 4 Yr.	After 5 Yr.
Police Officer*	18.17	22.18	23.55	24.95	26.50	28.00	29.77
Police Sergeant * **	30.30		31.19	32.11	33.13	34.20	
Criminal-ist	30.30		31.19	32.11	33.13	34.20	
Detective	30.30		31.19	32.11	33.13	34.20	

^{*} Hazard pay 6% added to base rate when assigned to two-wheel motorcycles, or when assigned full-time to Drug and Vice Division (DVD). See Article 35.

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

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

MEMORANDUM OF AGREEMENT CONCERNING DETECTIVES AND SERGEANTS

To be replaced by new Detective-Sergeant memorandum of agreement

Memorandum of Agreement

This Memorandum of Agreement is between the CITY OF PORTLAND ("City") and the PORTLAND POLICE ASSOCIATION (PPA). The parties agree to the following:

Effective Date

This Memorandum of Agreement shall be effective on August 1, 1999.

Intent & History

It is the intent of this Memorandum of Agreement to provide one hour pay, at the overtime rate, to Portland Police Bureau Dog Handlers{ XE "Dog Handlers:Memorandum of Agreement" } for "kennel time", when they care for their dogs on the dog handler's regular day off. While on a vacation day or a compensatory day off the dog handler is entitled to one-half (½)-hour pay at the overtime rate. If the dog handler is on a vacation day or compensatory day off and the dog is in a commercial kennel the dog handler would not be entitled to the one-half (½)hour of overtime pay. Historically the dog handlers have been given credit for one hour per day for regular days off and were given compensatory time off in an informal manner. They received nothing for vacation days off. It is understood that Portland Police Bureau Dog Handlers are required to perform one-half (½) hour per day of kennel time on the canine partner per work shift. It is understood that if the dog handler cannot perform the kennel time during their regular shift, they will be compensated for one-half (½) hour at the overtime rate for performing the mandatory kennel time after the regular shift is completed.

Agreement

- 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, for each day of their regular days 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.
- 2. On a regular work day Portland Police Bureau Dog Handlers will be paid one-half (½) hour at the overtime rate for performing kennel time duties over and above the regular shift, if the Dog Handler cannot perform the kennel time during the regular shift.
- 3. Portland Police Bureau Dog Handlers shall receive one-half (½) hour per day compensation if they perform "kennel time" duties while on vacation. The vacation compensation will apply only to full shifts of vacation leave.
- 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.

- 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.
 - c) Injury (LOS) leave.

For the City: For the PPA:

David Shaff, Greg Pluchos, President

Employee Relations

Manager

12/23/1999 01/13/2000

MEMORANDUM OF AGREEMENT CONCERNING WORKPLACE VIOLENCE POLICY

This Agreement has been reached between the City of Portland (City) and the { XE "Workplace Violence:Memorandum of Agreement" }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 THE CITY OF PORTLAND:

FOR THE PPA:

David Shaff, Employee Relations Manager City of Portland

Greg Pluchos, President Portland Police Association

MEMORANDUM OF AGREEMENT

The parties agree for purposes of calculating the regular rate for FLSA overtime only, { XE "FLSA Overtime:Memorandum of Agreement" }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, Greg Pluchos,
Employee Relations President
Manager Portland Police
City of Portland Association

Clause 49.3.8.4 is corrected to read as follows:

49.3.8.4 The parties agree that for purposes of Article 49.3.8, the officer shall cooperate with City requests for medical updates and 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.