

## ARTICLE 43

### OVERTIME

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

43.2 Compensation for all overtime work shall be at one and one-half (1-1/2) times the officer's established rate of pay as set forth in Schedule A. Compensation for overtime will be in pay except, at the option of the officer, compensatory time off shall be granted in lieu of overtime pay subject to the provisions below. Each occurrence of overtime may not be split between pay and compensatory time off. Except where otherwise expressly provided in the collective bargaining agreement, no other form of pay may be taken in the form of compensatory time off.

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

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

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

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

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

43.2.2 .3 Compensatory time off shall not be granted, and previously approved compensatory time off may be cancelled, when a Branch Chief or RU Manager determines that a planned or unplanned special event or significant incident requires increased staffing levels in order to meet policing and event management needs. Compensatory time off scheduled in conjunction with vacation time as part of the annual vacation sign-up can be cancelled only under the circumstances under which vacation time can be cancelled.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

43.6.1.3 Four (4) hours.

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

43.6.3 There will be no pyramiding of overtime pay.

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

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

paid starting at the time of the notification.

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

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

43.8.2 Officers on approved leave of absence with pay or disability benefits will be authorized overtime for court appearances in excess of eight (8) hours in a day or forty (40) hours in a work week.

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

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

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

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

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

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

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

43.16 **On-Call and On-Call Telephone Calls.** The employer shall compensate officers placed in on-call status at the rate of 10.0% of a day's base pay for each day or portion thereof spent in on-call status, plus pay pursuant to Article 43.15 for time spent on telephone calls. For purposes of this article, a "day" shall mean an 8-hour workday, and "base pay" shall be the top step base pay for the employee's classification.

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

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

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

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

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

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

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

*General Intent: This language simply integrates an existing MOU.*

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

*General Intent: The City proposed this same language in its March 13, 2013, proposal. Also, the parties had agreed to this language to settle PPA Grievance No. 09-11, but the city never finalized the settlement agreement.*

## **ARTICLE 44**

### **ADVANCE NOTICE IN CHANGE OF SHIFT OR DAYS OFF**

44.1 An officer will normally be given adequate advance notice of any change in the officer's regular hours of work, except where an emergency (an emergency is defined as an unforeseen event affecting the precinct's or division's ability to perform its mission) exists.

Notice given less than forty-eight (48) hours (or seventy-two (72) hours under the Four-Ten Plan) before the officer is to begin work under the changed schedule entitles the officer to compensation at the overtime rate for those hours not exceeding eight (8) hours that are earlier, later, or different from the hours the officer last worked in a work day. A police officer is not entitled to compensation under the overtime rate if the officer is otherwise entitled to compensation under the same hours of work, or if shift changes are the result of a voluntary transfer or promotion.

## **ARTICLE 45**

### **REPORTING PAY**

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

## **ARTICLE 46**

### **EMERGENCY PROVISIONS**

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

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ARTICLE 47

HOLIDAY COMPENSATION

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

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

*Articles 47.1 And 47.1.1 set out the cash out for calendar year 2013.*

47.1.2 Effective January 1, 2014, in addition to the officer's regular pay for time worked on a holiday, an officer shall receive premium compensation at time and one-half. Unless the City and the officer agree to cash payment, such premium compensation shall be in the form of compensatory time off. This compensatory time off, not exceeding sixty (60) hours, may be carried from one calendar year to the next.

*Article 47.1.2 is the same language from the prior 2006-10 PPA contract.*

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

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

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

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

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

Holidays	2013	2014	2015	2016	2017
New Year's Day	January 1				
Dr. Martin Luther King Day	January 21	January 20	January 19	January 18	January 16

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<u>President's Day</u>	<u>February 18</u>	<u>February 17</u>	<u>February 16</u>	<u>February 15</u>	<u>February 20</u>
<u>Memorial Day</u>	<u>May 27</u>	<u>May 26</u>	<u>May 25</u>	<u>May 30</u>	<u>May 29</u>
<u>Independence Day</u>	<u>July 4</u>				
<u>Labor Day</u>	<u>September 2</u>	<u>September 1</u>	<u>September 7</u>	<u>September 5</u>	<u>September 4</u>
<u>Veteran's Day</u>	<u>November 11</u>	<u>November 11</u>	<u>November 11</u>	<u>November 11</u>	<u>November 10</u>
<u>Thanksgiving Day</u>	<u>November 28</u>	<u>November 27</u>	<u>November 26</u>	<u>November 24</u>	<u>November 23</u>
<u>Christmas</u>	<u>December 25</u>				

*This settles Grievance No. 13.03.*

- 47.5.2 Four (4) days per year to be taken at a time mutually agreeable to the officer and the City.
- 47.5.3 Any day designated by the President of the United States or the Governor of the State of Oregon as a universal holiday affecting all citizens.

## ARTICLE 48

### HEALTH AND WELFARE

#### 48.1 Benefits and Eligibility

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

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

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

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

<b>Benefit</b>	<b>In Network</b>	<b>Out Of Network</b>
Type of Plan	PPO	PPO
Deductible	Individual, \$150 Family, \$450	Individual, \$450 Family, \$1,350
Inpatient Hospital	80% after deductible	60% of MPA after deductible
Outpatient Hospital	80% after deductible	60% of MPA after deductible
Office Visit Co-Pay	80% after deductible	60% of MPA after deductible
Primary Care Co-Pay	80% after deductible	60% of MPA after deductible
Specialty Care Co-Pay	80% after deductible	60% of MPA after deductible
Diagnostic Lab & X-Ray	80% after deductible	60% of MPA after deductible
Emergency Room (co-pay waived if admitted)	\$50 co-pay, then 80%	\$50 co-pay, then 60% of UCR
Ambulance (no deductible)	80% of UCR	80% of MPA
Alternative Care (acupuncture, naturopaths, and chiropractor) (chiropractor limited to 35 visits per year)	80% after deductible	60% of MPA after deductible
Diabetes Education/Self Management	80% / \$1,000 annual maximum	60% / \$1,000 annual maximum
Smoking Cessation	80% / \$500 annual maximum	60% / \$500 annual maximum
Well-Child Care	100%, no deductible	60% of MPA after deductible
Adult Physical Exams	100%, no deductible	60% of MPA after deductible
PSA Exams	100%, no deductible	60% of MPA after deductible
Women's Exams	100%, no deductible	60% of MPA after deductible
Immunizations	100%, no deductible	60% of MPA after deductible
Generic (30-day supply)	90%, \$5 min - \$ 35 max	60% after deductible
Preferred (Brand) (30-day supply)	80%, \$5 min - \$ 35 max	60% after deductible
Non-Preferred (Brand) (30-day supply)	70%, \$5 min - \$ 35 max	60% after deductible
Mail Order – 90 Day Supply	1 x copay to \$50 max	N/A
Annual Out Of Pocket Maximum	Individual, \$1,000 Family, \$2,500	Individual, \$3,600 Family, \$9,000
Opt-Out Rebates To Employees	Employee, \$50 Two Party, \$90 Family, \$125	

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

#### 48.2 Plan Costs

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

48.2.2 Any portion of plan costs paid by officers under the terms of this article shall be paid through a monthly payroll deduction.

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

#### 48.4 **Retiree and Survivor Benefits**

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

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

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

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

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

#### 48.6 **Life Insurance**

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

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

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

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

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

48.9 **Tax Sheltering.** The City shall offer to PPA members the opportunity to participate in tax sheltering and/or avoidance health care programs and accounts, under the same terms and conditions provided to non-represented employees.

## ARTICLE 49

### CONTINUATION OF CITY-PAID HEALTH AND WELFARE BENEFITS TO OFFICERS WHO ARE INJURED ON THE JOB OR WHO HAVE AN OCCUPATIONAL ILLNESS OR INJURY

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

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

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

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

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

49.3 If an officer is medically separated from service due to personal injury suffered as a direct result of a traumatic injury sustained while on duty on or after the ratification of this Agreement while responding to an emergency situation, in a hot pursuit, or in an on-duty traffic accident, the City shall pay for the medical, dental, vision and life insurance premiums for the officer, and the medical, dental and vision insurance premiums for the officer's eligible dependents, for the duration of the disability as limited below. Traumatic injury means a wound or a condition of the body caused by external force, including injuries inflicted by bullets, explosives, sharp instruments, blunt objects or other physical blows, chemicals, electricity, climatic conditions, infectious diseases, radiation and bacteria, but excluding stress and strain.

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

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

49.3.1.1.1 The officer remains unable to perform his/her required duties; and

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

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

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

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

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

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

49.3.4 The provisions of Section 49.3 shall not apply if:

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

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

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

49.3.4.4 The officer was performing his or her duties in a grossly negligent manner at the time of the personal injury.

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

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

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

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

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

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

49.3.8.3 The officer is otherwise eligible to retire.

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

49.3.9 If the City's obligation to provide the insurance benefit to an officer ceases under Article 48.3.8.2, and the officer's condition subsequently changes to where the officer is again not capable of engaging in

employment which pays a salary or produces an income equivalent to 50% of the current top step wage in the classification the officer held at the time of traumatic injury, the officer's benefits under this article will be reinstated assuming the officer is not disqualified under Article 49.3.8.1, 49.3.8.3 or 49.3.8.4.

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

49.3.10.1 If the officer is discharged; or

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

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

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

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

## **ARTICLE 50**

### **DOMESTIC PARTNERS**

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

**ARTICLE 51**

**LIABILITY INSURANCE**

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

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## ARTICLE 52

### LEGAL FEES

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

***Housekeeping. This clarifies the practice of the City reimbursing the PPA for these legal fees. For a brief period, there had been a concern that the City could only reimburse the officer, but the parties agreed that the past practice was for the City to reimburse the PPA who had retained legal counsel on the officer's behalf.***

52.2 The reimbursement will not be made if:

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

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

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

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

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

## **ARTICLE 53**

### **FUNERAL EXPENSES**

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

## **ARTICLE 54**

### **SHIFT AND DAY OFF TRADES**

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

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

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## ARTICLE 55

### SHIFT AND ALTERNATIVE SHIFT SCHEDULES

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

55.2 ~~Effective upon ratification, Through December 31, 2013,~~ officers assigned to and working Night Shift shall receive a Shift Differential premium of two percent (2%) for all hours worked, and officers assigned to and working Afternoon Shift shall receive a Shift Differential premium of one percent (1%) for all hours worked. Effective January 1, 2014, officers assigned to and working Night Shift shall receive a Shift Differential premium of four percent (4%) for all hours worked, and officers assigned to and working Afternoon Shift shall receive a Shift Differential premium of two percent (2%) for all hours worked.

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

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

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

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

*This language incorporates an existing MOU, and the reference to court-related OT Article 55.2.2 settles Grievance No. 13-09.*

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

## **ARTICLE 56**

### **RETRAINING PROVISIONS**

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

## ARTICLE 57

### EXTRA EMPLOYMENT

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

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

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

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

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

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

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

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

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

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

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

57.2.4 Special duty work shall be performed at no lower hourly rate of pay than that received by a

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

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

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

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

57.2.8 All special duty work shall be voluntary.

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

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

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

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

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

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

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

City shall bill the Association for 50% of the dollar value of the difference between the Secretary-Treasurer's then-current vacation accrual and the Secretary-Treasurer's vacation accrual as of the time the Secretary-Treasurer assumed office.

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

## ARTICLE 58

### FIREARMS AND PROTECTIVE VESTS

#### 58.1 Firearms.

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

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

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

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

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

#### 58.2 Vests.

58.2.1 The City shall furnish protective vests to each officer.

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

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

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

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

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## ARTICLE 59

### PERFORMANCE EVALUATIONS

~~59.1 — 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.~~

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

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

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

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

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

59.6 Before a performance evaluation is placed in an officer's personnel file or a supervisor's file, the officer shall have the right to provide a written response to the performance evaluation within fifteen (15) days of the officer's receipt of the performance evaluation. The officer's written response shall be placed with the performance evaluation in the officer's personnel file or supervisor's file.

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

## ARTICLE 60

### SAFETY COMMITTEE

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

60.2 If the committee meets on the time off of Association appointees, the shifts and/or days off of the Association appointees shall be adjusted to allow the appointees to attend the meeting on on-duty time.

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

60.4 The committee shall meet monthly.

## ARTICLE 61

### PORTLAND POLICE OFFICERS' BILL OF RIGHTS PREAMBLE

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

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

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

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

61.2.1.2 Afforded an opportunity and facilities to contact and consult privately with an attorney of the officer's choosing and/or a representative of the Association.

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

61.2.2 **Interview Safeguards.**

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

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

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

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

61.2.2.5 Interviews shall be done under circumstances devoid of intimidation or coercion and shall not otherwise violate the officer's Constitutional Rights. The officer shall not be subjected to abusive language. No promise of reward shall be made as an inducement to answer questions.

61.2.2.6 Interviews shall not be overly long. The officer shall be entitled to such reasonable intermissions as the officer shall request for personal necessities, telephone calls, and rest periods, with one ten (10) minute intermission every hour, if the officer requests

61.2.2.7 All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the subject investigation.

61.2.2.8 The complete interview of the officer, noting all recess periods, shall be recorded and the officer upon request will be provided a copy of the recording, or the officer may also record the interview at the officer's own expense. If the interviewed officer is subsequently charged and any part of any recording of the interview is transcribed by the Bureau, the officer shall be given a complimentary copy thereof.

61.2.2.9 Interviews and investigations shall be concluded with no unreasonable delay.

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

61.2.3.1 The officer, upon request, will be furnished with a copy of all materials developed in the investigation which will contain all material facts of the matter. Such materials will be provided no later than seven (7) days prior to the officer's mitigation hearing, and shall include any transcripts the City has prepared of recorded interviews. The obligation to disclose information to the officer under this section shall not apply to information required to be maintained as confidential under federal or state law.

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

**61.2.4 When Disciplinary Action Results.**

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

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

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

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

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

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

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~~61.7 — 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.~~

**General Intent: Article 59 now covers performance evaluations. This existing language from Article 61.7 has been moved to new Article 59.8.**

~~61.78~~ **Deadly Force Incidents.** An officer involved in the use of deadly force shall have the right to counsel and Association representation as set out in the Police Bureau Manual of Rules and Procedures.

~~61.89~~ **Criminal Investigations.** If the Bureau questions an officer during a criminal investigation of one of its officers, it shall advise the member of the criminal nature of the investigation and whether the member is a suspect or a witness before interviewing the member. The preceding sentence shall not apply to covert or undercover investigations. If the member is a witness, the member shall be informed of and afforded the right to Association representation during any interview. Investigations of the use of deadly force by members shall be conducted pursuant to G.O. 1010.10.

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

~~61.910.1~~ Officers who choose to attend a PRB meeting shall be afforded the following:

~~61.910.1.1~~ The right to be in attendance during non-Executive Session proceedings of the PRB, and upon the officer's request, the right to be represented by ~~PPA~~ the Association during non-Executive Session proceedings of the PRB.

~~61.910.1.2~~ The right to make a presentation to the PRB. This right shall include the right to make a personal statement and submit documentary and other information, but shall not include the right to call witnesses or ask questions of other individuals making presentations to the PRB.

~~61.910.1.3~~ The Association shall be allowed to have a representative present during any portion of PRB Executive Session in which non-Board member "presenter" representatives of Training Division, Internal Affairs Division, or Detective Division are allowed to attend.

**Housekeeping.**

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

~~61.101~~ **Drug Testing.** Drug testing shall be conducted pursuant to Bureau Policy. Random testing thereunder shall not be conducted prior to July 1, 2011. Nothing in this agreement shall be considered a waiver of the constitutional rights of PPA members with respect to drug testing, nor shall this agreement be a bar to a constitutional challenge by the PPA or any of its members to random drug testing. The parties agree that their PECBA obligations are met concerning bargaining random drug testing.

**Note: The PPA has included revisions to the Substance Abuse Policy that are identical to the PPOA policy regarding sport supplements. This resolves Grievance No. 11-13.**

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## ARTICLE 62

### INDEPENDENT POLICE REVIEW (IPR)

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

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

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

62.1.3 The parties recognize that IPR has no authority or responsibility relating to Articles 59, 61.6, 61.7, and 61.8 and 61.9.

*This change simply reflects renumbering of articles.*

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

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

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

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

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

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## ARTICLE 63

### COACH PAY

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

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

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

63.2.1 Any officer is eligible to be a substitute coach.

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

~~Coach's pay shall not be pyramided on any other premium pay received by the officer.~~

*The stricken language has been replaced by new Article 63.11, below.*

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

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

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

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

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

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

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

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

*General Intent: These amendments integrate an existing MOU. Article 63.4 settles Grievance No. 13-10.*

## **ARTICLE 64**

### **SAVINGS CLAUSE**

64.1 Should any section or portion thereof of this Contract be held unlawful and unenforceable by any court of competent jurisdiction or upon mutual agreement of the parties, such decision shall apply only to the specific section or portion thereof, directly specified in the decisions; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

## ARTICLE 65

### RECRUITMENT AND RETENTION INCENTIVES

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

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

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

65.1.3 Upon completion of probation, a new Police Officer may be credited for prior professional service by placement at the appropriate step of the vacation accrual table contained in Article 24 of this Agreement, as determined by the Chief, when authorized by the Commissioner-in-Charge. Once placed on the schedule noted above, future service with the City shall count normally towards additional vacation accrual rates.

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

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

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

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

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

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

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

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65.3 Longevity Pay.

65.3.1 ~~Through December 31, 2013, U~~pon the completion of their fifteenth year of service with the Bureau, officers shall receive longevity pay of 2.0%. Upon the completion of their twentieth year of service with the Bureau, officers shall receive longevity pay of an additional 2.0%, for total longevity pay of 4.0%. Upon the completion of their twenty-fifth year of service with the Bureau, officers shall receive longevity pay of an additional 2.0%, for total longevity pay of 6.0%.

65.3.1.1 Effective January 1, 2014, upon the completion of their fifteenth year of service with the Bureau, officers shall receive longevity pay of 3.0%. Upon the completion of their twentieth year of service with the Bureau, officers shall receive longevity pay of an additional 2.0%, for total longevity pay of 5.0%. Upon the completion of their twenty-fifth year of service with the Bureau, officers shall receive longevity pay of an additional 2.0%, for total longevity pay of 7.0%.

65.3.2 Longevity pay shall not be included in determining the officer's regular rate of pay for purposes of calculating overtime owed under the provisions of this Agreement including but not limited to the overtime provisions under Article 43.

65.3.3 Longevity pay shall be calculated on the basis of the officer's regular hourly rate, not including premium pay.

65.3.4 For the limited purposes of this section of the Agreement only, the City shall be allowed to establish the Section 207(k) exemption under the FLSA.

65.3.5 The Association agrees to defend and indemnify the City from any and all claims that the City failed to include longevity pay in the regular rate of pay in violation of the FLSA.

65.3.6 For purposes of this section, time worked for another law enforcement agency by an officer who has transferred to City employment under ORS 236.605 to 236.640 (Transfer of Public Employees) shall be considered to be time worked with the Bureau.

65.3.7 For purposes of this section, time spent on LOS resulting from a nonservice-connected disability where the leave commenced after the date of execution of this agreement shall not be considered to be time worked with the Bureau.

~~65.4 — Physical Fitness. Effective July 1, 2011, members passing the Bureau's Health & Fitness test shall receive a premium in the amount of 1% of Top Step Police Officer, paid in equal installments each pay period. To receive the premium, members must qualify annually. The Bureau's Health & Fitness test will be administered once per year; individuals who do not pass the first time will be allowed to take the test a second time.~~

## ARTICLE 66

### OVERPAYMENT

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

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

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

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

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

66.6 An employee who disagrees with the City's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure. In the event a grievance is filed, recoupment deductions will be held in abeyance pending resolution of the grievance.

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

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ARTICLE 67  
CANINE HANDLER

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

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

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

67.4 Portland Police Bureau Dog Handlers shall receive one-half (½) hour per day compensation if they perform "kennel time" duties while on in the following pay status:

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

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

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

***This settles Grievance 12-06.***

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ARTICLE 68

TERMINATION AND DURATION

68.1 This Contract shall be effective as of the first day of July 201~~30~~, and shall remain in full force and effect until the 30th day of June 201~~73~~.

68.2 Negotiations for a successor Agreement shall begin not later than January 15, 201~~73~~. This Contract shall remain in full force and effect during the period of negotiations.

For the City of Portland:

For the Portland Police Association

\_\_\_\_\_  
Mayor ~~Sam Adams~~ Charlie Hales

\_\_\_\_\_  
Daryl Turner, President

\_\_\_\_\_  
LaVonne Griffin-Valade, Auditor

\_\_\_\_\_  
Tom Perkins, ~~Interim~~ Secretary-Treasurer

\_\_\_\_\_  
Chief Michael Reese

\_\_\_\_\_  
~~James McCausland~~ Kevin Warren

\_\_\_\_\_  
~~Yvonne L. Deckard~~ Anna Kanwit, Dir., Human Resources

\_\_\_\_\_  
~~John Grable~~ Jeff Niiya

\_\_\_\_\_  
Chris Kulp

Approved as to form:

\_\_\_\_\_  
James Habirk

\_\_\_\_\_  
~~Stephanie Harper~~ Mark Amberg

\_\_\_\_\_  
~~Will Aitchison~~ Anil Karia

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**SCHEDULE A  
SALARY RATES**

1. Effective ~~July 1, 2011~~ August 29, 2013, Schedule "A" wage rates will be revised as follows:

Salary rates for classifications in Schedule "A" for the period July 1, 201~~20~~<sup>20</sup> to June 30, 201~~31~~<sup>31</sup> are to be increased by ~~one-fifty hundred~~-percent (~~10050~~%) 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 201~~09~~<sup>09</sup> and 2nd Half 201~~20~~<sup>20</sup>) for Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor, for a total of zero point nine percent (0.9%). ~~However, in no event shall the salary increase be less than one percent (1.0%) or greater than five percent (5.0%).~~

Upon adjustment of the 2010-11 salary schedule for cost of living increase as described above, an additional 2% increase shall be applied to the salary schedule.

2. Effective July 1, 201~~42~~<sup>42</sup>, Schedule "A" wage rates will be revised as follows:

Salary rates for classifications in Schedule "A" for the period July 1, 201~~31~~<sup>31</sup> to June 30, 201~~42~~<sup>42</sup> 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 201~~20~~<sup>20</sup> and 2nd Half 201~~31~~<sup>31</sup>) for the Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase attributable to the CPI be less than one percent (1.0%) or greater than five percent (5.0%).

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

Salary rates for classifications in Schedule "A" for the period July 1, 2014 to June 30, 2015 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index for between 2nd Half 2013 and 2nd Half 2014) for the Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase attributable to the CPI be less than one percent (1.0%) or greater than five percent (5.0%).

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

Salary rates for classifications in Schedule "A" for the period July 1, 2015 to June 30, 2016 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index for between 2nd Half 2014 and 2nd Half 2015) for the Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase attributable to the CPI be less than one percent (1.0%) or greater than five percent (5.0%).

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

In the event that a current city employee is appointed to the Police Officer classification, the officer's pay rate shall be the step within the pay range which represents at least a 3% increase over the officer's

regular rate in the officer's former classification, provided that in no event shall the new rate of pay exceed the maximum rate for Police Officer.

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[Signature]

**SCHEDULE A  
SALARY RATES**

INSERT SALARY SCHEDULES USING FOLLOWING TEMPLATE

Rates as of July 1, 2013

<u>JOB TITLE</u>	<u>Entry Rate</u>	<u>After 6 Mos.</u>	<u>After 1 Yr.</u>	<u>After 2 Yr.</u>	<u>After 3 Yr.</u>	<u>After 4 Yr.</u>	<u>After 5 Yr.</u>
Police Officer*							
Police Sergeant * **							
Criminalist * **							
Detective* **							

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

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

Rates as of July 1, 2010

<u>JOB TITLE</u>	<u>Entry Rate</u>	<u>After 6 Mos.</u>	<u>After 1 Yr.</u>	<u>After 2 Yr.</u>	<u>After 3 Yr.</u>	<u>After 4 Yr.</u>	<u>After 5 Yr.</u>
Police Officer*	\$21.02	\$25.66	\$27.25	\$28.87	\$30.67	\$32.40	\$34.45
Police Sergeant * **	\$35.05		\$36.09	\$37.15	\$38.31	\$39.56	
Criminalist	\$35.05		\$36.09	\$37.15	\$38.31	\$39.56	
Detective	\$35.05		\$36.09	\$37.15	\$38.31	\$39.56	

\* 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.

Rates as of July 1, 2011

<u>JOB TITLE</u>	<u>Entry Rate</u>	<u>After 6 Mos.</u>	<u>After 1 Yr.</u>	<u>After 2 Yr.</u>	<u>After 3 Yr.</u>	<u>After 4 Yr.</u>	<u>After 5 Yr.</u>
Police Officer*	\$21.70	\$26.49	\$28.13	\$29.80	\$31.66	\$33.45	\$35.56
Police Sergeant * **	\$36.18		\$37.25	\$38.35	\$39.55	\$40.89	
Criminalist	\$36.18		\$37.25	\$38.35	\$39.55	\$40.89	
Detective	\$36.18		\$37.25	\$38.35	\$39.55	\$40.89	

\* 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.

## **MEMORANDUM OF AGREEMENT CONCERNING DETECTIVES AND SERGEANTS**

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

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

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

### **Re-Establishment of Detective Rank.**

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

### **Seniority of Affected Members**

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

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

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

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

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

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

### **The Scope of the PPA's Bargaining Unit**

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

### **One-Time Declaration for Members on the “Combined List”**

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

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

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

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

### **Retention of Ability to Make Transfer Requests**

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

### **Filling Sergeants and Detective Positions**

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

### **Sergeants on Disability Status**

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

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

**Eligibility for Lieutenant Promotional Exam**

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

**Applicability to Sergeants Transferring from Portland Public Schools**

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

**MEMORANDUM OF AGREEMENT  
CONCERNING WORKPLACE VIOLENCE POLICY**

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

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

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

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

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

Entered into this 13th day of March, 2000.

**FOR CITY OF PORTLAND:**

David Shaff, Employee Relations Manager  
City of Portland

**FOR THE PPA:**

Greg Pluchos, President  
Portland Police Association

**MEMORANDUM OF AGREEMENT**

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

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

Entered into this 29th day of March, 2000.

**FOR CITY OF PORTLAND:**

David Shaff,  
Employee Relations  
Manager  
City of Portland

**FOR THE PPA:**

Greg Pluchos,  
President  
Portland Police  
Association

## INDEX

Advance Notice of Shift Changes .....	21
Age Discrimination .....	3
Aid To Other Unions	
Prohibition against .....	2
Arbitration	
Final and binding .....	8
Payment of arbitrator's fees .....	8
Selection of arbitrators .....	8
Time for arbitrator's decision.....	8
Association	
Bulletin boards .....	6
Copies of General Orders.....	6
Discrimination against.....	3
Exclusive bargaining representative.....	1
Executive Board.....	4
List of officers.....	6
Negotiating team status .....	5
President's status.....	4
Representation during internal affairs interviews.	33
Representatives .....	4
Responsibility.....	3
Right to engage in concerted action .....	5
Secretary-Treasurer's status .....	31
Special conferences.....	5
Transfer of representatives.....	4
Automatic Renewal of Contract.....	40
Bill of Rights.....	33
Applicability.....	33
Bulletin Boards .....	6
Bureau of Human Resources.....	1
Callbacks.....	19
Canine Handler .....	39
Checkoff	
Dues .....	2
Civil Service Appeal.....	7
Civilianization.....	1
Clothing Allowance .....	16
Coach Pay .....	36
Compensatory Time Off	
Accrual.....	18
Cash out .....	18
Loss of.....	7
Usage .....	18
Use during parental leave.....	14
Concerted Activities.....	5
Contract	
Automatic renewal of.....	40
Copies of.....	6
During negotiations.....	40
Negotiations .....	5
Court Appearance	
72-hour notice .....	19
Morning and afternoon appearances .....	19
Overtime .....	20
Retired officers.....	20
While on sick leave .....	18
Witness fees .....	19
Criminal Investigations	
Legal fees .....	27
Day Off Trades .....	28
Days Off	
Changes in.....	20
Notice of change in .....	20
Deadly Force Incidents	
Legal fees .....	27
Procedures for investigating.....	35
Right to counsel .....	35
Death Leave .....	13
Decline Overtime.....	20
Deferred Compensation .....	24
Demotion .....	7
Notification .....	34
Directives.....	6
Copies to Association.....	6
Disability Discrimination.....	3
Discharge .....	7
Discipline and Discharge	
Copies of investigatory materials .....	34
Definition .....	7
Fitness for duty examinations.....	7
Just cause .....	7
Method of administering .....	7
Probationary employees .....	7
Discrimination	
Age.....	3
Association activities .....	3
Disability.....	3
Marital status.....	3
Prohibition against .....	3
Racial .....	3
Religious .....	3
Sex .....	3
Doctor's Certificate	
Sick leave use.....	12
Dog Handlers.....	39
Domestic Partners.....	27
Family leave usage .....	14
Drug and Vice Division	
Hazardous duty pay.....	15
Drug Testing .....	35
Dues .....	2
Checkoff.....	2

Fair share.....	3	Denial of benefits .....	22
Hold harmless agreement.....	3	Dental.....	23
Duration of Contract.....	40	Liability.....	27
Education Reimbursement Program.....	17	Life.....	24
Approved courses.....	17	Vision.....	23
Eligibility .....	17	Insurance, Health	
Educational Leave.....	14	Eligibility for.....	22
Emergencies		Officers killed in line of duty .....	24
Provision of meals.....	21	Officers with occupational injuries .....	25
Employee Information System.....	7	Part-time officers.....	22
Equipment		Retirees .....	24
Allowance .....	16	Internal Affairs Investigations.....	33
Furnished by City .....	16	Advance notice of interview.....	33
Evaluations .....	32	Association representation .....	33
Existing Standards .....	2	Copies of investigatory materials .....	34
Extra Employment .....	29	Interview safeguards .....	33
Fair Share.....	3	List of witnesses and complainants .....	34
Family Leave .....	13	Recording of interviews .....	33
Impact on vacation accrual.....	11	Right to attorney.....	33
Use of sick leave .....	12	Sustained complaints.....	34
Firearms .....	31	Job Sharing .....	28
Modification of .....	31	Layoff .....	10
Purchase upon retirement.....	31	Procedures.....	10
FLSA Overtime		Recall from.....	10
Memorandum of Agreement .....	47	Leave of Absence	
Four-Ten Plan .....	29	Court appearances.....	19
Funeral Expenses .....	28	Educational leave .....	14
Funeral Leave .....	13	Military leave.....	15
Grievance Procedure.....	8	Other .....	15
Arbitration..... 8, See also Arbitration		Return from leave.....	15
Purpose of .....	8	Standards.....	15
Step I.....	8	Vacation accrual during .....	11
Step II.....	8	Legal Fees	
Hazardous Duty Pay .....	15	Deadly force incidents.....	27
Drug and Vice Division .....	15	Levels of Service .....	1
Motorcycle duty .....	15	Lie Detector Tests.....	34
Health and Welfare .....	22	List of Officers.....	6
Health Legislation, Federal.....	24	Longevity Pay.....	37
Higher Classification		Maintenance of Standards.....	2
Work in .....	16	Management Rights .....	1
Holiday		Marital Status	
Assignment.....	10	Discrimination.....	3
On scheduled day off .....	21	Meals	
Holidays.....	21	Provision of.....	21
Compensation.....	21	Medications	
During leave.....	21	Use of.....	13
Eligibility .....	21	Mileage Rate.....	17
Observed.....	22	Military Leave.....	14
Selection.....	9	Moonlighting .....	See Extra Employment
Seniority trade.....	28	Motorcycle Duty	
Immediate Family		Hazardous duty pay.....	15
Definition of.....	13	Motorcycle Use and Care.....	16
Independent Police Review.....	35	Negotiating Team	
Insurance		Status.....	5
Deferred compensation .....	24		

Officer	
Definition of.....	1
Oral Reprimand.....	See Verbal Reprimand
Overpayment.....	38
Overtime	
Callbacks.....	19
Definition of.....	18
Multiple assignments.....	19
Offered by seniority .....	10
Pyramiding.....	19
Rate .....	18
Shift overtime.....	10
Telephone calls at home.....	20
Training.....	19
Transport of prisoners .....	20
Parental Leave .....	13
Impact on vacation accrual.....	11
Paydays .....	15
Performance Evaluations .....	32, 35
PERS Employees	
Sick leave conversion.....	13
Worker's compensation claim.....	27
Personal Information	
Disclosure of.....	34
Personnel File .....	34
Physical Fitness.....	38
Plainclothes Allowance.....	16
Political Activity .....	34
Polygraph Examinations .....	See Lie Detector Tests
Position Announcements.....	5
Preamble .....	1
Pregnancy Leave.....	14
Impact on vacation accrual.....	11
President	
Assignment to Association.....	4
Probationary Period .....	7
Productivity.....	2
Promotions.....	1
Probationary period.....	7
Signups.....	6
Protective Vests .....	32
Racial Discrimination .....	3
Ranks	
Salary differentials between .....	15
Recall From Layoff.....	10
Reclassification.....	1
Recognition.....	1
Recruitment Incentives .....	36
Credit for prior professional service.....	36
Credit of 40 hours of vacation.....	36
Longevity pay.....	37
Relocation expense .....	36
VEBA.....	37
Release Time .....	4
Religious Discrimination .....	3
Reporting Pay .....	21
Reprimands.....	6
Retiree	
Court appearance .....	20
Health insurance.....	24
Health insurance and Medicare.....	24
PERS sick leave conversion.....	13
Sick leave cashout.....	13
Vacation accrual prior to retirement.....	13
Retraining .....	29
Rules and Procedures	
Copies of.....	6
Safety Committee.....	32
Salaries	
Bi-weekly compensation .....	16
Differential between ranks .....	15
Rates.....	42
Work in higher classification .....	16
Savings Clause.....	36
Schedule A.....	41
Secondary Employment .....	29
Secretary-Treasurer.....	31
Seniority.....	9
Calculation of.....	9
Day off selection .....	9
Holiday assignment .....	11
Holiday selection.....	9
Involuntary transfer between assignments.....	9
Layoff.....	10
Shift overtime.....	11
Shift selection.....	9
Vacation selection .....	9, 10
Voluntary transfer between assignments .....	9
Sex Discrimination.....	3
Shift Overtime.....	11
Shift Schedules .....	28
4-10 schedule .....	28
Changes in.....	19
Shift and day off trades .....	28
Shift Trades.....	28
Sick Leave .....	13
Accrual.....	13
Conversion by PERS employees.....	13
Conversion on retirement or death .....	13
Court appearance .....	18
Doctor's certificate.....	12
Family illness or injury.....	13
Purposes .....	12
Slow-Downs.....	5
Special Conferences.....	5
Special Duty for Second Employers .....	29
Split Shifts .....	18
Strikes .....	5
Subcontracting .....	1
Suspension .....	7

Sworn Personnel		Payment upon termination or death.....	12
Definition of.....	1	Selection process.....	10
Termination of Contract.....	40	Seniority.....	9
Transfers		Years of service.....	11
Association representatives.....	4	VEBA .....	37
Seniority for vacation purposes.....	10	Verbal Reprimand.....	6
Seniority upon reassignment.....	9	Vests .....	32
Tuition Reimbursement.....	16	Voluntary Employee Beneficiary Association .....	35
Vacation.....	11	Witness Fees .....	20
Accrual prior to retirement.....	12	Work In Higher Classification .....	16
Accrual rates .....	11	Workplace Violence	
Court appearance .....	12	Memorandum of Agreement .....	46
Loss of vacation time .....	7	Written Reprimand .....	7
Maximum accrual.....	12		