Settlement Agreement and Memorandum of Understanding

The parties to this Settlement Agreement and Memorandum of Understanding ("Agreement") are the City of Portland ("City"), on behalf of the Portland Police Bureau ("PPB"), and the Portland Police Association ("PPA").

Background

A. The City and PPA are parties to a collective bargaining agreement effective January 1, 2010 through June 30, 2013.

Coach's Pay

B. On or about February 7, 2012, the PPA filed Grievance No. 2012-04 regarding the payment of coach's pay, and alleged violations of Articles 3 and 63 of the parties' collective bargaining agreement. The City denied the grievance. The parties tolled the processing of the grievance on or about March 13, 2012 pending settlement discussions.

C. On or about February 29, 2012, the PPA filed Grievance No. 2012-05 over pay practices for detective coaches, and alleged violations of Articles 3 and 63 of the parties' collective bargaining agreement. The City denied the grievance. The parties tolled the processing of the grievance on or about March 13, 2012 pending settlement discussions.

Shift Differential

D. On or about July 19, 2011, the PPA filed Grievance No. 2011-09 over the non-inclusion of the shift differential when calculating and paying leave accruals, such as vacation, and alleged violations of Articles 3 and 55.2 of the parties' collective bargaining agreement. The City denied the grievance, and the parties processed the grievance to arbitration.

E. On or about August 4, 2011, the PPA filed Grievance No. 2011-10 alleging the non-inclusion of the shift differential in an officer's regular rate of pay for the purpose of paying overtime, and alleging violations of Articles 3, 43, and 55.2 of the parties' collective bargaining agreement. The City denied the grievance, and the parties processed the grievance to arbitration.

F. On or about January 31, 2012, the PPA filed Grievance No. 2012-02 alleging that the shift differential was not properly paid in violation of

Exhibit **A**
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Articles 3, 43, and 55.2. The City denied the grievance, and the parties processed the grievance to arbitration.

VCAD

G. On or about May 24, 2011, the PPA filed Grievance No. 2011-05 alleging that the City implemented a new VCAD system without first coming to agreement with the PPA over the mandatorily negotiable impacts of VCAD under Article 3 of the collective bargaining agreement. The City denied the grievance, and the parties processed the grievance to arbitration.

Agreement

The parties conclude that it would be mutually beneficial to resolve these matters as follows:

Coach's Pay

1. Coach's pay, as set forth in Article 63 of the parties' collective bargaining agreement, includes the following pay practices:

   a. Coach's pay will be paid during sick and vacation leaves.

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

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

   d. Any officer is eligible to be a substitute coach.

   e. The following divisions will have certified coaches: OPS; Detectives; and Forensics.

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

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

   h. 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.

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

j. 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.

k. The City will pay coach's pay consistent with paragraphs 1.a through 1.j. of this section retroactively to February 16, 2012.

2. The PPA withdraws Grievance Nos. 2012-04 and 2012-05.

Shift Differential

1. The parties agree that:

a. Officers who are eligible for the Shift Differential premium under Article 55.2 of the parties' collective bargaining agreement because they are designated to work Afternoon or Night Shift assignments for a pay period or more shall receive the appropriate shift differential premium (i.e., afternoon 1%; night 2%) for all hours worked. If an officer works overtime, the shift differential premium will be included in calculating the overtime rate; however, the shift differential premium will not be included in Special Duty overtime pay under Article 57.2 (referred to as "union overtime").

b. 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 paragraph 1.a.

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

d. The City will pay the shift differential premium as set forth above in paragraphs 1.a, 1.b, and 1.c retroactively to June 1, 2012.

2. The PPA withdraws Grievance Nos. 11-09, 11-10, and 12-02.

VCAD

1. The PPA shall have an advisory member on the VCAD user group.

2. The PPA withdraws Grievance No. 11-05.

For the City:

Anna Kanwit,
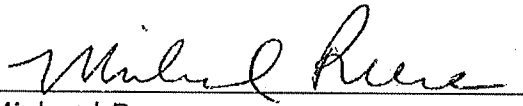Human Resources Director
Bureau of Human Resources
Date: 8-23-12

For the PPA:

Daryl Turner,
President
Portland Police Association
Date: 8-16-12
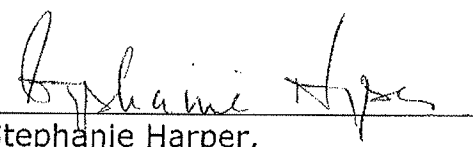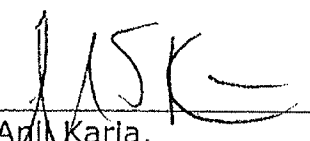
For the PPB:

Michael Reese,
Chief of Police
Portland Police Bureau
Date: 8/23/12

Approved as to form:

Stephanie Harper,
City Attorney's Office
Date: 8.23.12

Approved as to form:

Anil Karia,
Attorney for PPA
Date: 8-16-12