

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between the City of Portland ("City") and the Portland Police Association ("PPA").

BACKGROUND

- A. The City and the PPA are parties to a Collective Bargaining Agreement, the relevant version of which was in effect July 1, 2013 through June 20, 2017 ("CBA").
- B. On December 23, 2015, the PPA, on behalf of Isaac Lackey ("Lackey"), filed PPA grievance No. 2015-18 ("Grievance") against the City, alleging the City terminated Lackey without just cause in violation of Articles 20.2 and 21.1 of the CBA.
- C. The City denied the Grievance and the PPA advanced the grievance to arbitration.
- D. The parties agree to resolve the Grievance, without going to hearing, on the terms set forth below.

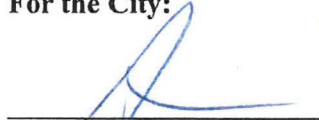
AGREEMENT

- 1. The City shall rescind Lackey's termination and reinstate Lackey's employment with the Police Bureau, with his reinstatement effective retroactively to the effective date of his termination from employment with the City. Lackey shall be reinstated to his former position of Criminalist with back pay, minus a 120-hour suspension without pay.
- 2. Lackey will sign a Last Chance Agreement ("LCA") to be attached to this settlement agreement, which will begin on the effective date of this Agreement with a term of two years. The LCA will be triggered for any policy violation by Lackey of the type of violations that were the subject of Lackey's discipline including insubordination (i.e. failure to follow a lawful supervisory order or directive, even if relayed through another employee), outwardly showing disrespect for a supervisor or a supervisory order or directive and/or unauthorized absence from duty, as well as any misconduct that is substantially similar to these types of policy violations. The Chief of Police shall have the authority to extend the LCA by up to one additional year if Lackey engages in any behaviors substantially similar to those that were the subject of his discipline.
- 3. The discipline letter issued to Lackey that is the subject of this Grievance will be amended to reflect that the truthfulness violation is not sustained and that he received a 120-hour suspension without pay. In all other respects, the discipline letter issued to Lackey shall remain unchanged.
- 4. The PPA withdraws the Grievance with prejudice.
- 5. This Agreement constitutes the full and final settlement and resolution of the Grievance and any and all issues, civil service complaints, grievances or unfair labor practice


complaints, if any, that could have been asserted by Lackey or the PPA in connection with the matters that are the subject of the Grievance.


6. This Agreement is not to be construed as an admission of fault or liability by the City.
7. This Agreement sets no precedent beyond the resolution of this particular Grievance on the terms set forth herein.
8. Because this Agreement has a value of over \$5,000 in the form of back pay, it is subject to approval by City Council. The City will present this Agreement for City Council approval at the next available City Council meeting after the date of the last signature on this Agreement.


For the City:


 Anna Kanwit, Director 11-29-16
 Bureau of Human Resources Date

For the PPA:



 Daryl Turner, President 11/28/16
 Portland Police Association Date


 Michael Marshman 11/29/16
 Chief, Portland Police Bureau Date


 Charles Hales 11/28/2016
 Mayor Date



 Anil Karia, Attorney 11.28.16
 Portland Police Association Date


Approved as to Form:


 Mark P. Amberg, 11/28/16
 Chief Deputy City Attorney Date

LAST CHANCE AGREEMENT

This Last Chance Agreement ("Agreement") is between Isaac Lackey ("Lackey"), the City of Portland through its Portland Police Bureau (PPB) and the Portland Police Association (PPA). This Agreement resolves all pending disciplinary matters pending with Lackey and sets forth the conditions for Lackey's return to work.

 (read and initial) I, Isaac Lackey, acknowledge there are current disciplinary proceedings involving my conduct as an employee of the Portland Police Bureau. I acknowledge I have violated PPB Directives and City of Portland Human Resources Administrative Rule 5.01 which resulted in a proposed termination of my employment. In lieu of termination of my employment, I voluntarily accept a 120-hour suspension without pay and the terms of this Last Chance Agreement.

 (read and initial) I understand this Agreement shall be in effect for a period of two (2) years starting on the effective date of this Agreement. The Chief of Police ("Chief") has the right, in his or her sole discretion, to extend this Agreement for up to one additional year beyond the initial two-year period of this Agreement upon a determination by the Chief that I have engaged in any policy violations of the type that are the subject of my current discipline, including insubordination (i.e. failure to follow a lawful supervisory order or directive, even if relayed through another employee), outwardly showing disrespect for a supervisor or a supervisory order or directive, unauthorized absence from duty or any misconduct that is substantially similar to these types of policy violations.

Terms Regarding Current Disciplinary Action

1. The PPB Police Review Board and Chief of Police recommended, and the City proposed that my employment be terminated. In lieu of termination of my employment, I accept the disciplinary action of a 120-hour suspension without pay as outlined in the disciplinary letter attached. (Attachment A.)
2. In consideration of the City's agreement not to terminate my employment at this time, I agree not to grieve or challenge in any way or in any forum any events relating to the investigation, disciplinary process, or disciplinary action and waive my right to file any grievance, Civil Service Board appeal, claim or suit.
3. I understand that the attached disciplinary letter and this Agreement will be placed in my 201 File, the PPB Disciplinary File and the City of Portland Official Personnel File (maintained by the Bureau of Human Resources).

Terms Regarding Return to Work and Continued Employment

4. I agree not to challenge this Agreement; the conditions placed on my return to work or the conditions of my continued employment and waive any right I might have to file any grievance, appeal, claim or suit related to the investigation, disciplinary process, disciplinary action, the terms of this Agreement, the conditions placed on my return to work or the conditions of my continued employment.
5. I understand and agree that PPB may require me to attend and successfully pass additional training. The particular type of training, the length of time that I will be

subject to additional training and whether I successfully pass such training is entirely within the Chief's discretion.

6. I understand and agree that my previous conduct warrants close supervision for an extended period and I will accept such supervision as a constructive part of the City's attempt to assist me with rebuilding the City's and the Police Bureau's trust and confidence in me.
7. I will notify all new supervisors for whom I work of the terms and existence of this Agreement.
8. I understand and agree that, if I violate any term of this Agreement, my employment with the City of Portland will be terminated.
9. I understand and agree that I am expected to follow all City and Portland Police Bureau directives, separate and apart from the requirements of this Agreement. I further understand that these expectations exist and survive the expiration of this Agreement. If I violate any City or Portland Police Bureau rules after this Agreement expires, I understand PPB may take disciplinary action, which could result in termination of my employment.

Terms Regarding Termination

10. Because I have been provided this opportunity for a Last Chance, I understand and agree that my employment will be terminated immediately if any of the following events occurs:
 - a. If I violate any term of this Agreement;
 - b. If my commanding officer or Branch Chief recommends, and the Chief of Police agrees (referred to as a "sustained" finding), that I have violated Bureau or City directives, policies or expectations of any kind that are the subject of my current discipline, including insubordination (i.e. failure to follow a lawful supervisory order or directive, even if relayed through another employee), outwardly showing disrespect for a supervisor or a supervisory order or directive and/or unauthorized absence from duty or any misconduct that is substantially similar to these types of policy violations.
11. If the City charges me with a violation or violations of any term of this Agreement and/or with a violation or violations of Bureau or City directives, policies or expectations for any behavior that is the subject of my current discipline, including insubordination (i.e. failure to follow a lawful supervisory order or directive, even if relayed through another employee), outwardly showing disrespect for a supervisor or a supervisory order or directive and/or unauthorized absence from duty or any misconduct that is substantially similar to these types of policy violations that result in a sustained finding and terminates my employment, I waive any rights I have or

may have to challenge my termination by grievance or appeal in any forum under any local, state, or federal employment laws, City policies, Bureau policies or directives, and/or the City-PPA collective bargaining agreement with one sole exception. The sole exception is that the PPA may submit a grievance to arbitration regarding the sole issue of whether I violated a term or terms of this Agreement or committed the violation or violations that resulted in a sustained finding. If an arbitrator concludes that I violated any term of this Agreement or committed a violation or violations that resulted in a sustained finding, I understand and agree that the arbitrator has no discretion to alter the consequence of termination from employment, and I waive all rights to challenge my termination in any other forum.

12. I understand and agree that the Chief of Police has the discretion to terminate my employment immediately without recourse by me except as expressly identified in paragraph 11 above. I also understand and agree the Chief may choose, at his or her sole discretion, to handle what the Chief determines to be minor procedural violations with corrective action short of termination without waiving or modifying any terms of this Agreement or the right of the City to terminate my employment for any violation of this Agreement or any Bureau or City directive, policy or expectation.

Terms with PPA

13. The PPA agrees not to grieve or otherwise challenge Lackey's 120-hour suspension without pay resulting from Case No. 2015-B-0012.
14. The PPA agrees not to grieve or otherwise challenge this Agreement or any of its terms, with the sole and limited exception set forth above in paragraph 11.
15. The City and the PPA agree that this Agreement is based on the unique circumstances of this particular employee, and it sets no precedent for any other situations or for any purpose other than as described in this Agreement.

Isaac Lackey certifies that (initial each):


IL I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY.

IL I HAVE HAD AN OPPORTUNITY TO CONSIDER AND DISCUSS THIS MATTER FULLY WITH REPRESENTATIVES OF MY CHOOSING, INCLUDING MY UNION REPRESENTATIVE AND LEGAL COUNSEL.

IL I UNDERSTAND AND AGREE THAT MY RETURN TO WORK AND CONTINUED EMPLOYMENT ARE CONTINGENT UPON MY MEETING AND COMPLYING WITH ALL OF THE TERMS AND CONDITIONS OF THIS LAST CHANCE AGREEMENT AND MY FAILURE TO DO SO SUBJECTS ME TO IMMEDIATE TERMINATION OF MY EMPLOYMENT WITH THE BUREAU.

IL I KNOWINGLY AND VOLUNTARILY AGREE TO THE TERMS OF THIS AGREEMENT.


Isaac Lackey, Employee
11/28/16
Date


Daryl Turner, President, Portland Police Association
11/22/16
Date

Michael Marshman, Chief of Police
Date

Anna Kanwit, Director of Human Resources
Date

Charlie Hales, Mayor and Commissioner in Charge
Date