

GRIEVANCE SETTLEMENT AGREEMENT

This Grievance Settlement Agreement ("Agreement") is entered 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 November 11, 2016 through June 30, 2020 ("CBA").
- B. On February 2, 2018, the City terminated Gregg Lewis' ("Lewis") employment with the City.
- C. On February 5, 2018, the PPA, on behalf of Gregg Lewis, filed PPA grievance No. 2018-02 against the City, alleging the City terminated Lewis without just cause in violation of the CBA ("Grievance").
- D. The City denied the Grievance.
- E. The parties agree to resolve the Grievance, without going to hearing, on the terms set forth below.

AGREEMENT

- 1. This Settlement Agreement is effective December 19, 2018.
- 2. Lewis will permanently retire from City employment effective December 3, 2018.
- 3. The City shall rescind Lewis' termination, and, in its place, impose a 120-hour unpaid suspension.
- 4. Lewis' personnel files will be modified to reflect the 120-hour unpaid suspension and retirement from City employment by inclusion of this Settlement Agreement in his personnel files.
- 5. Lewis will not apply for, nor is he eligible for, any Portland Police Bureau or City employment in the future.
- 6. The City will pay Lewis the amount of \$100,020.53 as back pay from February 2, 2018, the date of his termination, through December 3, 2018 ("Back Pay Period"), the date of his permanent separation from City employment, which includes the deduction of his 120-hour suspension without pay.
- 7. Lewis' back pay will include applicable premiums and value of vacation/holidays, but he will not receive any payment for estimated overtime that Lewis might have been eligible to work or out of pocket medical expenses. The payment of back pay will be subject to all applicable

State and Federal tax withholdings.

8. The City will report and make PERS/OPSRP service credit adjustments and payments for the Back Pay Period on Lewis' behalf.
9. The PPA withdraws the Grievance with prejudice.
10. The parties will equally share any arbitrator cancellation fee.
11. 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 were asserted or could have been asserted by Lewis or the PPA in connection with the matters that are the subject of the Grievance.
12. This Agreement is not to be construed as an admission of fault or liability by the City, Lewis, or the PPA.
13. This Agreement sets no precedent beyond the resolution of this particular Grievance on the terms set forth herein.

For the City:

For the PPA:

 Serilda Summers McGee, Date
 Director Bureau of Human
 Resources

 Daryl Turner, President Date
 Portland Police Association

 Danielle Outlaw Date
 Chief, Portland Police Bureau

 Ted Wheeler, Date
 Mayor and Commissioner in Charge

Approved as to Form:

 Mark Amberg, Date
 Chief Deputy City Attorney

 Anil Karia, Attorney Date
 Portland Police Association