LABOR AGREEMENT

between CITY OF PORTLAND

and

PORTLAND POLICE ASSOCIATION LOCAL NO. 117 affiliated with INTERNATIONAL BROTHERHOOD of POLICE OFFICERS



JULY 1, 1969 to JUNE 30, 1971

MEMORANDUM OF AGREEMENT CITY OF PORTLAND and

PORTLAND POLICE ASSOCIATION

(7) That the Chief be asked periodically for suggestions as to current publication lists from which to take material for examinations. A list of the publications should be included in the examination announcement and a substantial portion of the written exam based on such material.

(8) That a clarification of Civil Service policy relative to opening promotional examinations to policewomen be made.

ARTICLE XV: TELEPHONE OPERATORS

The terms and provisions of this Contract shall apply, where appropriate, for the benefit of the telephone operators assigned to the Bureau of Police.

ARTICLE XVI: LIABILITY INSURANCE

The parties agree to meet and discuss during the term of this Contract the acquisition by the City of comprehensive liability insurance for police officers.

ARTICLE XV: TERMINATION

The Contract shall be effective as of the <u>B</u> day of <u>DECEMPER</u>, 19 D and shall remain in full force and effect until <u>TUME 37</u> 19 D and shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing not later than March 1 that it wishes to modify this Contract for any reason. This Contract shall remain in full force and effect during the period of negotiations.

FOR THE ASSOCIATION:

FOR THE CITY:

The City of Portland, through Mayor Terry D. Schrunk and Commissioner Stanley W. Earl, and Portland Police Association, through its negotiating team, have bargained collectively in good faith and reached agreement on the following points:

(1) The task of law enforcement and the role of the police officer in that task have undergone dramatic changes which challenge and require police agencies to redefine their responsibilities and aspire to an unprecedented standard of competence.

(2) Retirement in grade, as requested by the Portland Police Association, is a desirable feature of a comprehensive retirement program. Should an actuarial study presently underway confirm the feasibility of amending Chapter V of the City Charter to provide for retirement in grade, and an amendment to so provide is adopted by the Fire and Police Disability and Retirement Fund Board and receives the support of the majority of the membership, the City Council agrees to place such an amendment on the May ballot and give it their full support.

(3) To advocate and support in the 1971 Legislative Session a statewide retirement system for police. Such a system would provide for possible lateral transfer of police officers throughout the state.

(4) The present practice of Portland police officers working at various jobs in addition to their Police Bureau employment is not desirable. Therefore, the Portland Police Association's suggestion for phasing out moonlighting (Attachment No. 1 of the Fact Find Committee Report) shall be implemented over a six-months period beginning at the date of agreement by the parties. However, the City may arrange to provide police services to other governmental entities if the policemen providing said services are assigned and paid by the City.

(5) Commencing January 1, 1970, the practice of compensatory time off in lieu of overtime pay shall be discontinued. All overtime worked subsequent to January 1, 1970, shall be paid at time-and-one-half, with the exception that the ranks of Lieutenant and Captain shall not be entitled to overtime unless held over or called back by a superior officer.

When a policeman works authorized overtime within two hours before the beginning or after the end of his eight-hour shift, the time between his overtime work and his eight-hour shift shall be counted as overtime. If the time between his overtime work and his regular shift is more than two hours, (a) he shall be considered to have worked a minimum of two hours overtime if the work is court overtime or late shift overtime, or (b) he shall be considered to have worked a minimum of four hours overtime if the work is emergency call-back overtime. Unless the parties otherwise agree before July 1, 1970, on and after that date if the time between a policemen's overtime work and his regular shift is more than two hours, he shall be considered to have worked a minimum of four hours overtime.

A policeman normally will be given adequate advance notice of any change in his regular hours of work. If that notice is given less than eight (8) hours before he is to begin work under the changed schedule, he shall be compensated at the overtime rate for those hours, not exceeding eight (8), that are earlier, later or different than the hours he last worked in a work day. A policeman is not entitled to compensation at the overtime rate under this paragraph if he is otherwise entitled to overtime for the same hours of work.

As used in this agreement, overtime means time a policeman is authorized to work in excess of eight (8) hours in a work day, or forty (40) hours in a work week, including time on duty, compensatory time off, a holiday off with pay, leave for which full salary is paid, and leave for injury in the line of duty compensated from the Fire and Police Disability and Retirement Fund.

(6) The educational standards for appointment of Patrolmen

Bureau. The particular problems to be discussed include: (1) the wearing of uniforms by the Auxiliary that are deceptively similar to those worn by regular police officers; (2) the occupation of Portland Police patrol vehicles by Auxiliary officers; (3) the supervision of the activities of Auxiliary officers by regular Portland Police personnel; and (4) the training of Auxiliary police officers.

ARTICLE XIV: PROMOTIONAL EXAMS

The City of Portland and the Portland Police Association agree to jointly recommend the following to the Portland Civil Service Commission:

 That promotional examinations shall be held for the Police Bureau every two years at consistent intervals.

(2) That promotional lists shall automatically expire at the end of two years from the date of their creation.

(3) That seniority requirements governing eligibility to take promotional exams be adjusted as follows:

Promotion To:	Eligibility Required:
Sgt./Detective	Three years
Lieutenant	Two years
Captain	Two years

(4) That the exams for Sergeant and Detective shall be held on alternate years.

(5) That the exams for Lieutenant and Captain shall be held on alternate years.

(6) That prior to the preparation of any promotional exam by the Civil Service, a request be made to the Chief of Police for recommendations as to the percentage of the exam dedicated to specific topics; for example, how much of the exam should cover supervisory skills, administrative ability, investigative procedures, knowledge of law, ability to organize material and capability of logical reasoning. be entitled to full compensation for all lost time and to full restoration of all rights and conditions of employment.

ARTICLE XI: SAVINGS CLAUSE

Should any Article, Section of portion thereof, of this Contract be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, 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 Article, Section, or portion thereof.

ARTICLE XII: INCORPORATION OF MEMORANDUM OF AGREEMENT The Agreement between the parties executed February 13, 1970, as amended, is hereby incorporated by reference and integrated into this Contract.

ARTICLE XIII: AUXILIARIES AND SPECIAL POLICE

A. The City agrees to introduce ordinances which will prohibit the use of police uniforms deceptively similar to the official uniform of the Portland Police Bureau by any one not appointed to serve on the Bureau or the Police Auxiliary.

The City agrees to introduce ordinances which will prohibit the use of the word "Police" on uniforms and vehicles by any persons or organizations other than governmental police agencies.

The above ordinances shall be prepared and introduced in a timely manner and may provide for a phase-out period of not more than one year from the date of this Contract.

B. The City and the Association agree to meet during the term of this Contract to discuss problems raised by the Association pertaining to the Auxiliary of the Portland Police in the Bureau of Police shall be raised to require a minimum of ninety (90) term hours <u>sixty</u> (60) semester hours of study at an accredited institution of higher learning, which studies shall include a basic liberal arts curriculum. In the appointment of Patrolman an exception may be made for a promising applicant, particularly a veteran, with the understanding that such applicant must meet these requirements within five (5) years from the date of appointment as a condition of employment. Similar educational standards shall be considered as criteria for promotion. The City agrees to recommend the foregoing changes to the Civil Service Board.

(7) A full-time career development counselor shall be selected from within the Bureau with the rank of Lieutenant or above and attached to the Personnel and Training Division of the Bureau to counsel officers regarding educational opportunities both within and without the Bureau, and to assist in projecting career programs for the officers. The appointment shall be made within forty-five (45) days from the date of agreement by the parties.

(8) The Planning and Research Division of the Bureau shall be staffed and funded to supply a base for continuing review of manpower utilization and internal procedures to provide improved police services to the Portland community.

(9) An ad hoc joint study committee shall be established, composed of representatives of the City Council, the Portland Police Association and the Chief of Police, to develop and endeavor in good faith to fund an experience, merit and educational achievement premium program within six (6) months from the date of agreement by the parties.

(10) Policemen will be permitted to use a maximum of four
(4) consecutive calendar days sick leave without a doctor's certificate if they have accumulated not less than four hundred

Page 3 - Memorandum of Agreement

-10-

(400) hours of sick leave. Otherwise they will be permitted to use a maximum of three (3) consecutive calendar days sick leave without a doctor's certificate.

(11) Policemen will be permitted to carry over vacation time, subject to approval of the Commissioner in charge, equivalent to the annual vacation allowance earned by the officer in the preceding calendar year.

(12) An Officer who reports for scheduled duty, but excused because no work is available, shall be entitled to eight (8) hours pay.

(13) Policemen who operate two-wheel motorcycles shall receive a two-pay range hazard premium at three percent (3%) per range. Policemen who operate three-wheel motorcycles shall continue to receive a one-pay range hazard premium.

(14) The clothing allowance for plain-clothed officers shall 200, be increased to Eighty-five Dollars (\$85-00) per year. The City also will arrange for purchase of uniform shirts on a fit-to-size basis.

(15) The City will provide policemen a prepaid family medical insurance plan the same as that provided to other City employes, beginning January 1, 1970. In addition, the City will maintain One Thousand Five Hundred Dollars (\$1,500.00) fully-paid group life insurance. 4 apom retirement - 5,000

(16) Biweekly compensation of policemen shall be paid by the second Friday following each pay period. The City will not charge for payroll deductions of Portland Police Association dues.

(17) Following the resolution of all economic factors now in dispute, the parties agree to negotiate a full contract.

(18) In addition to his regular pay for time worked on a holiday, a policeman shall be entitled to premium compensation at time-and-one-half. Unless the Chief of Police and the officer agree to a 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 over from one calendar to the date the grievance was first filed with the Chief and shall state the effective date.

The Employer and the Association shall divide equally the compensation of arbitrator's fee, the cost of any hearing room, and the cost of a shorthand reporter, unless such costs are paid by the State of Oregon.

ARTICLE X: DISCIPLINE AND DISCHARGE

A. <u>FORMS OF DISCIPLINE</u>. Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, demotions, suspensions, reduction of pay by one step, or appropriate extra duty. Any disciplinary action or measure, excepting discharge, demotion, or suspension for more than thirty (30) days, imposed upon any Officer may at his option be processed as a grievance under Step I of the grievance procedure of this Contract.

If the City has reason to reprimand an Officer, it shall be done in a manner that is least likely to embarrass the Officer before other Officers or the public.

B. <u>DISCHARGE, DEMOTION AND SUSPENSIONS FOR MORE THAN</u> <u>THIRTY (30) DAYS</u>. In the case of discharge, demotion or suspension for more than thirty (30) days, an Officer shall be restricted to those provisions established pursuant to the City Charter and shall be restricted as to his right of appeal by the Civil Service Rules of the City of Portland.

The rules of the City's discharge hearing procedure as set out in the "Manual of Rules & Procedures" shall be amended to include the right of the Officer to be represented by an Association representative and/or counsel before the Discipline Committee of the Bureau of Police or its successors.

Where the Officer is completely exonerated, he shall

STEP II

If after fourteen (14) days from the date of the submission of the grievance to the Chief, or from the date of his reply, the grievance still remains unadjusted, the person presenting the grievance shall have fourteen (14) days to present personally or through the Association the grievance in writing to the Mayor.

STEP III

The Mayor shall have twenty-one (21) days in which to reply. If he does not respond within twenty-one (21) days, or from the date of his response, the Officer will have fourteen (14) days to serve notice of his intention to arbitrate the grievance. Such notice shall be in writing.

After the grievance has been so submitted, the parties, or their representatives, shall jointly request the Federal Mediation and Conciliation Service, for a list of the names of seven (7) arbitrators. The parties shall select an arbitrator from the list by such method as they may jointly elect; or, if they are unable to agree on such method, then by the method of alternative striking of names under which the grievant shall strike the first name objectionable to him and the employer shall strike a name objectionable to it. The final name left on the list shall be the arbitrator. Nothing in this article shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list. The arbitrator's decision shall be final and binding, but he shall have no power to alter, modify, amend, add to or detract from the terms of the Contract. His decision shall be within the scope and terms of the Contract and in writing.

The arbitrator shall be asked to submit his award within fifteen (15) days from the date of the hearing. His decision may also provide retroactivity not exceeding sixty (60) days prior

-8-

year to the next.

A policeman who does not work on a holiday shall be entitled to his regular pay for that holiday, provided he had pay status on the entire scheduled work day preceding that holiday and pay status on the entire scheduled work day following that holiday.

Should a policeman be on an authorized leave with pay when a holiday occurs, that holiday shall not be charged against his leave.

As used in this agreement, holidays are New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Christmas, a day on which a statewide election is held, and every day appointed by the President of the United States or by the Governor of Oregon as a holiday. When a holiday falls on a Sunday, the succeeding Monday is the holiday in that year.

(19) When the parties agree on the base rate to be paid a three-year Patrolman as of July 1, 1969, the pension of policemen receiving Fire and Police Disability and Retirement Fund benefits on and after that date shall be retroactively adjusted to reflect that base rate.

(20) Upon approval of the Chief of Police, necessary travel time not exceeding two (2) days shall be allowed a policeman in the event of a death in his immediate family. This travel time shall be in addition to the three (3) days of leave for death now NOT authorized and shall be charged to the policeman's siek-leave account. Under exceptional circumstances leave for death may be granted by the Chief of Police upon the death of a relative other than the policeman's immediate family.

As used in this agreement, a policeman's immediate family includes his spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, sister-in-law and brother-in-law. (21) Earned vacation, based upon years of service, shall be

extended to the following rates:

Vacation Time	Monthly Accrual Rate	Annual Allowance
1 to 4 years	6 2/3 hours	80 hours + 4 D
5 to 9 years	8 1/3 hours	100 hours
10 to 14 years	10 hours	120 hours //
15 to 19 years	11 2/3 hours	140 hours
20 to 24 years	13 1/3 hours	160 hours
25 to 29 years	15 hours	180 hours
30 years and over	16 2/3 hours	200 hours

(22) Because of the changing requirements of the policeman's job, Police Bureau salaries should be based solely upon considerations peculiar to and relevant to the duties and responsibilities assumed by policemen.

(23) The City recognizes that in order to recruit and retain high-caliber personnel now required by the Police Bureau, police salaries should not become substantially out of line with comparable police compensation prevailing in cities in Washington and California. The Portland Police Association recognizes that the City's financial condition is a relevant factor in establishing such salaries.

(24) As recommended by the fact finding committee, police telephone operators shall receive a shift differential of fifteen cents (15¢) per hour for working the first night shift and twenty cents (20¢) per hour for working the second night shift, in addition to a two-pay range increase, at three percent (3¢) per range, retroactive to July 1, 1969.

(25) When the parties agree to a maximum monthly base salary rate for Patrolmen, the salary range differentials in affect between basic civil service classifications for sworn personnel for the fiscal year 1968-69 shall remain in effect, except that a five-pay range differential at three percent (3%) per range, retroactive to July 1, 1969, shall be established The City agrees not to interfere with the rights of Officers to become members of the Association, and there shall be no discrimination, interference, restraint or coercion by the City, or any City representative, against any Officer because of Association membership or because of any Officer activity in any official capacity on behalf of the Association.

ARTICLE VIII: STRIKES

The Association agrees that during the life of this Contract there shall be no strike.

ARTICLE IX: GRIEVANCE AND ARBITRATION PROCEDURE

To promote better employer-employee relations, both parties pledge their cooperation to settle any grievances or complaints that might arise out of the application of this Contract by use of this procedure. This procedure shall apply except as to any provisions that are in conflict with Portland Civil Service rules and regulations or where the Civil Service provides for specific procedures in conflict with the procedures herein. STEP I

Any employee claiming a breach of any provision of this after throwing music reasonable acting to and Contract may refer the matter, personally or through the Assobut under to resolve the escue they the ciation, in writing to the Chief of Police. The written grievnormal class of command, ance shall state the nature of the grievance, the section of the Contract allegedly violated and the remedy requested. This grievance shall be presented within 21 days from the date thereof.

When the City has mathematically erred in computing or paying a Police Officer's pay or other benefits, such pay or benefits shall be awarded the Officer at the time the error is discovered by the City, or otherwise brought to the City's attention.

The Chief shall respond to the grievance in writing within fourteen (14) days.

-7-

renewal to the extent that such meetings are scheduled during duty hours of the members so attending.

ARTICLE V: VACATIONS

Officers shall be permitted to choose either a split or entire vacation. Vacation times shall be scheduled by the Police Bureau with due consideration being given to the requests of the Officers. Preference in requests will be determined among Officers of equal rank by seniority; provided, however, that each Officer shall be permitted to exercise his right of seniority only once per year prior to May 15 of that year. As used above, "seniority" is defined as the total length of unbroken service with the Bureau of Police.

ARTICLE VI: SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Association President and the City or its designated representative, upon request of either party. Such meetings shall be arranged in advance, and an agenda of matters to be discussed at the meeting shall be presented at the time the conference is requested. Association members shall not lose time or pay for time spent in such conferences.

ARTICLE VII: NO DISCRIMINATION

The provisions of this Contract shall be applied equally to all Officers in the bargaining unit without discrimination as to age, marital status, race, color, creed, religion, national origin, union affiliation, or political affiliation. The Association shall share equally with the City the responsibility for applying the provisions of the Contract.

All references to Officers in this Contract designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees. between the ranks of Sergeant and Lieutenant, Lieutenant and Captain, respectively.

(26) Upon the termination of a policeman from service for any reason, or in event of his death, he or his heirs shall be entitled to an immediate lump sum payment for all accrued vacation, overtime and holiday credits. However, if a policeman is discharged, he shall not be entitled to any vacation credits accrued during the calendar year he was discharged.

(27) When a policeman is assigned to perform any work for more than four (4) consecutive weeks in a classification above that in which he is classified, he shall be paid for such work at the pay range assigned to the higher classification in the appropriate step of the current salary plan.

(28) If the City negotiates an agreement with any labor organization that provides for any payment for accumulated sick leave, upon termination of employment resulting from retirement or death of an employe, policemen shall be entitled to the same benefit.

(29) Policemen who retired or resigned after June 30, 1969, the heirs of policemen who died after June 30, 1969, and policemen serving their probationary period who are discharged or layed off on February 12, 1970, are entitled to the salary adjustment provided in Schedules A and B of this agreement to the date of such retirement, resignation, death, discharge or lay-off.

(30) Unless otherwise negotiated in the agreement between the parties covering or including the 1971-72 fiscal year, policemen will receive the maximum pay in their salary range after the same number of years of services as was required to receive maximum pay in their salary range in the 1968-69 fiscal year.

(31) From July 1, 1969, through December 31, 1969, the City agrees to pay policemen, retroactively, salaries provided in Schedule A of this agreement, less compensation heretofore paid under the salary schedule followed prior to this agreement.

(32) From January 1, 1970, the City agrees to pay policemen, retroactively, salaries provided in Schedule B of this agreement, and to continue paying, prospectively through June 30, 1970,

salaries provided in said schedule. Page 7 - Memorandum of Agreement

-6-

(33) From July 1, 1970, through June 30, 1971, the City agrees to pay policemen salaries provided in Schedule C of this agreement.

(34) The City agrees to place one or more measures on the May 1970 city primary ballot to provide the City additional general fund revenue. If such a measure is approved by the electorate, and that approval is not negatived by court action, from July 1, 1970, through June 30, 1971, the City agrees to pay policemen salaries provided in Schedule D of this agreement.

(35) Notwithstanding Section (5) of the Agreement, to provide the salary increases below the rank of sergeant under Schedule A of this agreement, the City may withdraw Thirty-seven Thousand Five Hundred Dollars (\$37,500.00) from the amount otherwise to be used for the payment of overtime, and compensatory time off may be paid for overtime to that extent.

DATED at Portland, Oregon, this _____ day of February, 1970.

CITY OF PORTLAND

By its Negotiating Team:

PORTLAND POLICE ASSOCIATION By its Negotiating Team:

Marriel E. Callison

es Mille Randy Thompson

been granted a leave of absence and who, for any reason except sickness or physical disability, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned his position with the City effective the date his leave commenced.

F. <u>ASSOCIATION BUSINESS</u>. The Association will be permitted at cost to retain through the City the services of the president of the Portland Police Association for sixty (60) days per fiscal year. It is understood that the purpose of this paragraph is to permit the president to conduct Association business that directly concerns members of the bargaining unit and not for any other purpose. The president recognizes the need for reasonable notice to the City of his intent to be retained. While so retained, it is understood that the president will remain eligible for all benefits including pension credit and nonservice connected disability benefits for any disablement that occurs while so retained; provided, however, he shall not be eligible for any service connected disability benefits for any disablement that occurs while so retained.

It is understood by the parties that whenever the City requests the assistance of the President or Officer of the Portland Police Association in his official capacity to serve in any capacity or to perform any services which would be of benefit to the City, the City shall consider such service to be on its behalf and shall compensate the President or Officer accordingly. Whenever such request is made by the City, it shall be in writing and shall specify the service requested.

G. <u>CONTRACT NEGOTIATIONS</u>. The Association negotiating team, to be comprised of no more than three (3) Officers, shall be permitted to attend negotiating meetings with the City representatives without loss of pay relative to securing contract

ARTICLE IV: LEAVES

A. <u>LEAVE OF ABSENCE</u>. Leaves of absence without pay for a period not to exceed thirty days shall be granted for any reasonable purpose. Such leaves may be renewed or extended for any reasonable period by appropriate action of the City Council.

B. <u>MATERNITY LEAVE</u>. Maternity leave, without pay, not to exceed six months, shall be granted at the request of the female Officer. Maternity leave may be extended or renewed for a period not to exceed six months.

C. <u>EDUCATIONAL LEAVE</u>. An Officer may upon request be granted a leave of absence without pay for educational purposes at an accredited institution when it is related to his employment. The period of such leave will be for one year but may be renewed or extended for an additional year at the request of the Officer.

Officers may also obtain leaves of absence with or without pay for educational purposes to attend conferences, seminars, briefing sessions or other activities of a similar nature that are intended to improve or upgrade individual skill or professional ability.

D. <u>MILITARY SERVICE</u>. Any Officer who is a member of the National Guard or the Military or Reserve Forces of the United States, and who is ordered by the appropriate authorities to attend a prescribed training program or to perform other duties under the supervision of the United States or this State, shall be granted a leave of absence with pay up to fifteen (15) calendar days per year; provided, however, that the Officer must have been an employee of the City for six (6) months prior to the request for leave as provided in City Code 4.20.040.

E. RETURN FROM LEAVE OF ABSENCE. Any Officer who has

The parties agree to amend Article 5 paragraph two (2) of the Memorandum of Agreement between the parties dated February 13, 1970, by deleting the language of that paragraph and adding the following:

> Except as otherwise provided, a policeman shall be paid at the overtime rate only for those hours worked; provided, however, if the policeman works less than four hours, the policeman shall be paid at the overtime rate the lesser of:

- (a) the time elapsed from the beginning of the overtime to the beginning of the shift; or
- (b) the time elapsed from the end of the shift to the end of the overtime; or
- (c) four hours;

provided further, that if the overtime work involved is of an emergency call-back (non-court related) nature, the policeman shall be paid a minimum of four hours at the overtime rate.

It is agreed that the above amendment shall be effective from July 1, 1970.

DATED: July 6, 1970.

By its Negotiating Team

CITY OF PORTLAND

PORTLAND POLICE ASSOCIATION

By its Negotiating Team

E. Colliam

Page 9 - Amendment to Memorandum of Agreement

-4-

SCHEDULE A

Job Title	Range No.	Entrance Rate	After <u>6 Mo.</u>	After <u>1 Yr.</u>	After 2 Yr.	After <u>3 Yr.</u>
Police Patrolman & Policewoman	38	\$747		\$769	\$792	\$815
Patrolman Specialist & Policewoman Specialist	39	769		792	815	839
Communications	40	792		815	839	865
Narcotics Officer	41	815		839	865	889
Sergeant & Policewoman Sergeant	43	853		877	903	931
Sergeant Specialist	44	877		903	931	959
Lieutenant	48	1047		1078		
Specialist	49	1078		1111		
Captain & Policewoman Captain	53	1177		1213	1250	
Chief, Detectives or Traffic	54	1213		1250	1288	
Detective	43	853		877	903	931
Identification Officer	43	853		877	903	931
Document Examiner	43	853		877	903	931
Laboratory Technologist Trainee	39	695		735	780	827
Laboratory Technologist	46	931		959	986	1017
Harbor Pilot	43	827		931		
Matron	33	584		626	665	707
Radio Dispatcher	42	827		853	877	903

D. <u>GENERAL AND SPECIAL ORDERS</u>. The City will furnish the Association with copies of all General and Special Orders from within the Bureau of Police pertaining to wages, hours, conditions of employment and assignments of members of the bargaining unit.

E. <u>MANUAL OF RULES AND PROCEDURES AND CONTRACT</u>. The City agrees to furnish each Officer of the bargaining unit with a copy of the Manual of Rules and Procedures and provide them with a copy of the Contract. The cost of printing the Contract will be borne by the Association. New Officers shall be provided with the above at the time of their appointment with the Bureau.

F. <u>LIST OF OFFICERS</u>. The Bureau of Police will furnish the Association with a current list of its members on a regular basis, identifying the Officer's name, address of residence, phone number, date of appointment and place of Bureau assignment. Such list shall be returned to the Bureau.

G. <u>BULLETIN BOARDS</u>. The City agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin boards.

H. <u>VISITS BY UNION REPRESENTATIVES</u>. The City agrees that accredited representatives of the International Brotherhood of Police Officers, whether local representatives, district council representatives, or international representatives, upon approval by the Chief, Bureau of Police, shall have reasonable access to the premises of the City at any time during working hours to conduct Association business.

I. To assist the City, during the term of the Contract the Association's President shall be assigned to a normal day shift.

Page 10 - Memorandum of Agreement

SCHEDULE B

of employment that he now enjoys. Changes in existing conditions of employment relating to wages, hours and working conditions shall be subject to mutual agreement of the parties before becoming effective. The Association and the City will endeavor to coordinate in making recommendations to the Portland Civil Service Bureau.

ARTICLE III: ASSOCIATION SECURITY AND RESPONSIBILITY A. <u>STEWARDS</u>. Members of the bargaining unit selected to serve as Stewards shall be certified in writing to the Chief, Bureau of Police. Stewards will be expected to perform their duties as Stewards on their own time; however, the parties recognize that instances will arise in which it will be necessary for the Steward to perform his Stewardship duties on the City's time. Except in emergency situations, the Steward's supervisor may grant the Steward permission to perform his Stewardship duties on City time with the understanding that the Steward shall return promptly to his regularly assigned duties.

B. <u>AID TO OTHER UNIONS</u>. The City will not aid, promote or finance any labor organization nor make any agreement with any such group for the purpose of undermining the Association.

C. <u>CHECK OFF</u>. The City agrees to deduct the Association membership initiation fee and insurance and once each month, dues from the pay of those members represented by the Association who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the City by the treasurer of the Association, and the aggregate deductions of those members shall be remitted, together with an itemized statement, to the treasurer of the Association by the first day of the succeeding month, after such deductions are made.

Job Title	Range No.	Entrance Rate	After <u>6 Mo.</u>	After <u>1 Yr.</u>	After <u>2 Yr.</u>	After <u>3 Yr.</u>	After <u>4 Yr.</u>	After <u>5 Yr.</u>
Police Patrolman & Policewoman	41	\$735	\$757	\$780	\$802	\$827	\$853	\$877
Patrolman Specialist & Policewoman Specialist	42	757	780	802	827	853	877	903
Communications	43	780	802	827	853	877	903	931
Narcotics Officer	44	802	827	853	877	903	931	959
Sergeant & Policewoman Sergeant	46	903		931	959	986	1017	
Sergeant Specialist	47	931		959	986	1017	1047	
Lieutenant	51	1047		1078	1111	1144	1177	
Specialist *	52	1078		1111	1144	1177	1213	
Captain & Policewoman Captain	56	1213		1250	1288	1326	1366	
Chief, Detectives or Traffic *	57	1250		1288	1326	1366	1407	
Detective	46	903		931	959	986	1017	
Identification Officer	46	903		931	959	986	1017	
Document Examiner	46	903		931	955	986	1017	
Laboratory Technologist Trainee	42	757		802	853	903		
Laboratory Technologist	49	986		1017	1047	1078	1111	
Harbor Pilot	46	903		931	959	986	1017	
Matron	36	633		674	714	757		
Radio Dispatcher	45	877		903	931	959	986	

* Lieutenant Specialists and Chief of Detectives and of Traffic will be paid the above rates retroactively from the date of this agreement only. On and after the date of this agreement, they will be paid the rates provided for Lieutenants and Captains, respectively. SCHEDULE C

Job Title	Range No.	Entrance Rate	After <u>6 Mo.</u>	After <u>1 Yr.</u>	After <u>2 Yr.</u>	After <u>3 Yr.</u>	After <u>4 Yr.</u>	After <u>5 Yr.</u>
Police Patrolman & Policewoman	42	\$757	\$780	\$802	\$827	\$853	\$877	\$903
Patrolman Specialist & Policewoman Specialist	43	780	802	827	853	877	903	931
Communications	44	802	827	853	877	903	931	959
Narcotics Officer	45	827	853	877	903	931	959	986
Sergeant & Policewoman Sergeant	47	931		959	986	1017	1047	
Sergeant Specialist	48	959		986	1017	1047	1078	
Lieutenant	52	1078		1111	1144	1177	1213	
Captain & P.W. Captain	57	1250		1288	1326	1366	1407	
Detective	47	931		959	986	1017	1047	
Identification Officer	47	931		459	986	1017	1047	
Document Examiner	ц 7	931		959	986	1017	1047	
Laboratory Technologist Trainee	43	780		827	877	931		
Laboratory Technologist	50	1017		1047	1.178	1111	1144	
Harbor Pilot	47	931		959	986	101/	1047	
Matron	37	653		695	735	780		
Radio Dispatcher	46	903		931	959	986	1017	

CONTRACT Between CITY OF PORTLAND and

PORTLAND POLICE ASSOCIATION

ARTICLE I: PREAMBLE

THIS CONTRACT entered into on this day of _____ day of _____ **DECENTER**, 1970, between CITY OF PORTLAND, OREGON, hereinafter referred to as the City, and PORTLAND POLICE ASSOCIATION, hereinafter referred to as the Association, has as its purpose the promotion of harmonious relations between the City and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE II: RECOGNITION

A. The City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all sworn police personnel (except the Chief, Deputy Chiefs and Inspector) who have taken the oath of office, are authorized to execute warrants and are charged with law enforcement responsibilities. The term "sworn police personnel" is applied without regard ' sex, rank (except as provided above), division or duty to personnel employed by the City of Portland, Oregon, Bureau of Police.

B. No employee shall be unfavorably affected by the signing of the Contract as to wages, hours or other conditions

· 1 --

SCHEDULE D

Job Title	Range No.	Entrance Rate	After 6 Mo.	After <u>1 Yr.</u>	After 2 Yr.	After <u>3 Yr.</u>	After <u>4 Yr.</u>	After <u>5 Yr.</u>
Police Patrolman & Policewoman	43	\$780	\$802	\$827	\$853	\$877	\$903	\$931
Patrolman Specialist & Policewoman Specialist	44	802	827	853	877	903	931	959
Communications	45	827	853	877	903	931	959	986
Narcotics Officer	46	853	877	903	931	959	986	1017
Sergeant & Policewoman Sergeant	48	959		986	1017	1047	1078	
Sergeant Specialist	49	986		1017	1047	1078	1111	
Lieutenant	53	1111		1144	1177	1213	1250	
Captain & Policewoman Captain	58	1288		1326	1366	1407	1449	
Detective	48	959		986	1017	1047	1078	
Identification Officer	48	959		986	1017	1047	1078	
Document Examiner	48	959		986	1017	1047	1078	
Laboratory Technologist Trainee	44	802		853	903	959		
Laboratory Technologist	51	1047		1078	1111	1144	1177	
Harbor Pilot	48	959		986	1017	1047	1078	
Matron	38	674		714	757	802		
Radio Dispatcher	47	931		959	986	1017	1047	

INDEX

Ad Hoc Joint Committee	Page M-3	Pay Days	Page M-4
Agreement to Negotiate	M-4	Pay Range Differential	M-6
Amendment - Overtime	M-9	Pension Benefits	M-5
Arbitration	8	Planning & Research Division	M-3
Auxiliary Police	10	Reason & Intent	M-1
Ballot Measure	M-8	Recognition of Association	1
Bulletin Boards	3	Reporting Time	M-4
Career Development Counselor	M-3	Representatives of Union	3
Clothing Allowance	M-4	Retirement	
Contract, Life of	12	In Grade	M-1
Demotion	9	Statewide Program	M-1
Discharge	9	Retroactive Wage Increases	M- 7
Discipline	9	Salary Rate Adjustments	M-6
Dues Check Off	2	Savings Clause	10
Educational Leave	4	Sick Leave Benefit	M- 7
Educational Standards	M-2	Sick Leave, Usage of	M-3
Examinations	11	Special Conferences	6
Grievances	7	Stewards	2
Leaves of Absence	4, 5	Strikes	7
Liability Coverage	12	Suspension	9
Lump Sum Payment	M-7	Telephone Operators	M-6
Manual of Rules & Procedures	3	Termination Provision	M-7
Maximum Pay	M-7	Travel Time	M-5
Medical Insurance Plan	M-4	Uniforms	10
Membership Roster	3	Vacations 6,	M-4,-6
Memorandum of Agreement	10	Wages	M-7-8
Military Leave	4	Schedule A	M-10
Moonlighting	M-1	Schedule B	- M-11
Motorcycle Premium	M-4	Schedule C	M-12
Non-Discrimination	6	Schedule D	M-13
Orders, Special & General	3		
Overtime	.*.		
Payment for M-	1,-2,-8		
Holidays	M-4		

.