

Schwartz
PERSONNEL DIVISION

WORKING AGREEMENT

between

CITY OF PORTLAND

and

PORTLAND POLICE ASSOCIATION



JULY 1, 1973 TO JULY 1, 1975

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ADDENDUM TO CONTRACT
PORTLAND POLICE ASSOCIATION
and
CITY OF PORTLAND

If Portland Police Matrons are still employed by the City of Portland July 1, 1973, the parties agree to meet and negotiate appropriate wages for these employees.

DATED this 2 day of AUGUST. 1973

FOR THE CITY OF PORTLAND



FOR THE PORTLAND POLICE ASSOCIATION



SCHEDULE B

Minimum Salary Schedule Effective
July 1, 1974 through June 30, 1975 *

| Job Title | Entr. Rate | After 6 Mo. | After 1 Yr. | After 2 Yr. | After 3 Yr. | After 4 Yr. | After 5 Yr. |
|-------------------------|------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Matron | | | | | | | |
| Police Officer | \$ 882 | \$ 920 | \$1009 | \$1047 | \$1101 | \$1135 | \$1184 |
| Dispatcher | 1184 | | 1217 | 1251 | 1293 | 1335 | |
| Identification Officer | 1217 | | 1251 | 1293 | 1335 | 1375 | |
| Document Examiner | 1414 | | 1456 | 1501 | 1550 | 1595 | |
| Detective | 1217 | | 1251 | 1293 | 1335 | 1375 | |
| Sergeant | 1217 | | 1251 | 1293 | 1335 | 1375 | |
| Laboratory Technologist | 1335 | | 1375 | 1414 | 1456 | 1501 | |

*COST OF LIVING FORMULA: The 1973-74 salaries shall be adjusted upward by a percentage equal to 4% and the percentage increase in the cost of living, as measured by the BLS Portland Metropolitan Area Index from April 1973 to April 1974, up to a maximum of 7.25%. Should the aggregate of 4% and the percentage increase in the Cost of Living Index equal 5% or less, the Schedule B above shall be in effect.

CONTRACT

Between

CITY OF PORTLAND

and

PORTLAND POLICE ASSOCIATION

PREAMBLE

(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.

THIS CONTRACT entered into on this 2 day of August, 1973 between the CITY OF PORTLAND, OREGON, hereinafter referred to as the City, and the 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.

(2) 1. RECOGNITION. The City recognizes the Association as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours, and other conditions of employment for all sworn Police personnel declared appropriately within the bargaining unit by the Public Employe Relations Board, 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 to sex, rank (except as provided herein), division, or duty to personnel employed by the City of Portland, Oregon, Bureau of Police.

(3) 2. EXISTING CONDITIONS. No employee shall be unfavorably affected by the signing of the Contract as to wages, hours or other conditions 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

REMOVE

the parties before becoming effective. The Association and the City will endeavor to coordinate in making recommendations to the Portland Civil Service Board. The parties agree that Specialist pay is not subject to this agreement.

(5) 3. AID TO OTHER UNIONS. 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.

(6) 4. CHECK OFF. The City agrees to deduct the Association membership initiation fee and insurance and once each month, dues from the pay of those members who individually request in writing that such deductions be made. The amount 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.

(7) 5. UNION SECURITY. Each officer who, on the date of signing of this agreement, is a member of the Association and covered by this agreement, or who thereafter becomes a member of the Association, shall, as a condition of continued employment, maintain his membership in the Association; provided, however, that no officer's employment shall be terminated for nonmembership in the Association if he has continued to pay the dues and initiation fees uniformly required for membership; provided, further that any officer who joins after the date of signing shall be advised by the Association at that time of his obligations hereunder.

(8) ~~In the event that the City is advised by the City Attorney or a court of competent jurisdiction that it may legally do so, the City shall implement the following provisions as of the first of the month following the month in which a decision is rendered and the provisions of the above section of the article shall become void:~~

*add
Productivity*
*see
new contract*

SCHEDULE A

July 1, 1973 through June 30, 1974

| <u>Job Title</u> | <u>Entr. Rate</u> | <u>After 6 Mo.</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> |
|-------------------------|-------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Matron | | | | | | | |
| Police Officer | \$ 841 | \$ 877 | \$ 960 | \$997 | \$1049 | \$1082 | \$1127 |
| Dispatcher | 1127 | | 1160 | 1193 | 1231 | 1271 | |
| Identification Officer | 1160 | | 1193 | 1231 | 1271 | 1309 | |
| Document Examiner | 1347 | | 1387 | 1430 | 1475 | 1518 | |
| Detective | 1160 | | 1193 | 1231 | 1271 | 1309 | |
| Sergeant | 1160 | | 1193 | 1231 | 1271 | 1309 | |
| Laboratory Technologist | 1271 | | 1309 | 1347 | 1387 | 1430 | |

49. GROUP LIFE INSURANCE. The City will maintain \$3,000
(113) fully-paid group life insurance.

50. LIABILITY INSURANCE. The City agrees to provide
(114) adequate liability insurance for Police Officers.

51. RETRAINING PROVISIONS. In the event of an involuntary
transfer of a member from one function to another function, or a
(115) 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.

52. SAFETY COMMITTEE. The parties agree to create a
(116) Standing Committee of six persons, three appointed by each party,
to confer on a regular basis with a view to maintaining safe equip-
ment and working conditions for employees.

53. SAVINGS CLAUSE. Should any section or portion there-
of of this contract be held unlawful and unenforceable by any court
(117) of competent jurisdiction, such decision of the court 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.

54. TERMINATION. The contract shall be effective as of
the 1st day of July, 19 73, and shall remain in full force
(118) and effect through June 30, 19 75, and shall be auto-
matically renewed from year to year thereafter, unless either party
shall notify the other in writing not later than March 1st 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 CITY OF PORTLAND

FOR THE PORTLAND POLICE ASSOCIATION

[Signature]
Mayor
[Signature]
Auditor

[Signature] - President
[Signature]
[Signature]

A. Each officer covered by this agreement who, on the
date of implementation of this section, is a member of the
Association shall, as a condition of employment, maintain his
(9) membership in the Association. Each such officer who thereafter
joins or is hired on or after the date of implementation of
this section shall, as a condition of employment, become a
member of the Association thirty (30) days after completion of
his probationary period and maintain membership in the Association.

B. Any future officer who is not an Association member
and who does not make application for membership shall, as a
(10) condition of employment, pay to the Association each month a
service charge as a contribution towards the administration of
this agreement in an amount equal to the regular monthly dues.

C. Officers who fail to comply with the provisions
of either subparagraph A. or B. of this section shall be discharged
(11) by the City within thirty (30) days after receipt of written notice
to the City from the Association, provided that no officer's
employment may be terminated for nonmembership in the Association
if he has continued to tender the dues and initiation fees
uniformly required for membership.

In the event that any of the provisions of this article
(12) are determined to be illegal by a court of competent jurisdic-
tion, the City will submit a Charter amendment to the voters
for the purpose of legalizing such provisions if legalizing can
be achieved by such Charter amendment.

6. NO DISCRIMINATION. The provisions of this Contract
shall be applied equally to all officers in the bargaining unit
(13) without discrimination as to age, sex, 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

(14) both sexes, and wherever the male gender is used, it shall be construed to include male and female officers.

7. ASSOCIATION SECURITY AND RESPONSIBILITY. The City agrees not to interfere with the rights of officers to

(15) 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's activity in any official capacity on behalf of the Association.

8. REPRESENTATIVES. Members of the bargaining unit selected to serve as authorized representatives shall be certified in writing to the Chief, Bureau of Police. ~~Each representative~~

(16) ~~will be expected to perform his duties on his own time; however, the parties recognize that instances will arise in which it will be necessary for the representative to perform his duties on the City's time. Except in emergency situations, the representative's supervisor may grant the representative permission to perform his duties on City time with the understanding that he shall return promptly to his regularly assigned duties.~~

9. ASSOCIATION BUSINESS. 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

(17) 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.

44. HAZARD PAY (MOTORCYCLES). Officers who are assigned to two-wheel motorcycles shall receive a two pay-range hazard premium at three per cent per range.

(106) Officers who are assigned to three-wheel motorcycles shall receive a one pay-range hazard premium at three per cent per range.

45. CLOTHING ALLOWANCE. The clothing allowance for plain-clothed officers shall be increased to \$125.00 per year. The City also will arrange for purchase of uniform shirts on a fit-to-size basis.

46. MILEAGE RATE. Whenever an employee is authorized to utilize his own vehicle in the performance of his official City duties, he shall be compensated at the rate of 11¢ per mile.

47. HEALTH AND WELFARE. The City will provide officers with a prepaid family medical insurance plan with coverage not less than that currently enjoyed.

Subject to the conditions below, the City shall make available to a retired employee for him and his spouse and children or to the surviving spouse for her and his children or to a surviving spouse a medical benefits plan comparable in benefits to those enjoyed by the employee while in employee status. The cost of the plan shall be borne by the retiree or his surviving spouse.

The promise of the City to provide such a plan is dependent upon the continuing availability of such a plan from an insurance carrier and the qualification by the retired employees with the insurance carrier while the retired employee is in an employee status. Should an insurance carrier terminate the plan, the City shall attempt to replace it.

48. DENTAL PLAN. Commencing January 1, 1973 the City agrees to provide a family dental plan. The plan shall provide for 70/30% insurance with incentives. It shall include orthodontia with a 12-month waiting period.

Change to person's own time if paid by Union

Insert July

3

(99) be in the form of compensatory time off. This compensatory time off, not exceeding sixty hours, may be carried from one calendar year to the next.

(100) 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.

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

(102) Should an officer be on an authorized leave when a holiday occurs, that holiday shall not be charged against his leave.

(103) The following days shall be recognized and observed as guaranteed paid holidays:

| | |
|-----------------------|--------------|
| New Year's Day | Labor Day |
| Lincoln's Birthday | Veterans Day |
| Washington's Birthday | Thanksgiving |
| Memorial Day | Christmas |
| Independence Day | |

One day per year to be taken at a time mutually agreeable to the officer and the City.

Any day appointed by the President of the United States or the Governor of the State of Oregon.

(104) Holidays for the time covered by this agreement shall be observed on the following dates:

| | <u>1973</u> | <u>1974</u> | <u>1975</u> |
|-----------------------|-------------|-------------|-------------|
| New Year's Day | Jan. 1 | Jan. 1 | Jan. 1 |
| Lincoln's Birthday | Feb. 12 | Feb. 12 | Feb. 12 |
| Washington's Birthday | Feb. 19 | Feb. 18 | Feb. 17 |
| Memorial Day | May 28 | May 27 | May 26 |
| Independence Day | July 4 | July 4 | July 4 |
| Labor Day | Sept. 3 | Sept. 2 | Sept. 1 |
| Veterans Day | Nov. 12 | Nov. 11 | Nov. 11 |
| Thanksgiving | Nov. 22 | Nov. 28 | Nov. 27 |
| Christmas | Dec. 25 | Dec. 25 | Dec. 25 |

No data

*Eliminate
data*

(18) It is understood by the parties that whenever the City requests the assistance of the President or Officer of the 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.

(19) 10. PRESIDENT'S ASSIGNED DAY SHIFT. To assist the City, during the term of the Contract, the Association's President shall be assigned to a normal day shift.

(20) 11. CONTRACT NEGOTIATIONS. 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 renewal to the extent that such meetings are scheduled during duty hours of the members so attending. The date, time and place for negotiating sessions shall be established by mutual agreement between the parties.

(21) 12. SPECIAL CONFERENCES. Special conferences for important matters will be arranged between the Association President and the City or its designated representatives 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.

(22) 13. VISITS BY ASSOCIATION REPRESENTATIVES. The City agrees that accredited representatives of the Oregon Council of Police Associations, whether local representatives or district council 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.

14. STRIKES. The Association agrees that during the life of this Contract, there shall be no strikes, work stoppages, slow-downs, speed-ups, or any other concerted action to bring (23) pressure on the City. However, nothing shall limit or impair the right of any officer to lawfully express or communicate a complaint or opinion on any matter related to the conditions of employment.

15. GENERAL, SPECIAL AND PERSONNEL ORDERS. The City will furnish the Association with copies of all general, special (24) and personnel orders from within the Bureau of Police pertaining to wages, hours, conditions of employment and assignment of members.

16. MANUAL OF RULES AND PROCEDURES AND CONTRACT. The City agrees to furnish each officer of the bargaining unit with (25) a copy of the Manual of Rules and Procedures and provide them 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 to the Bureau.

17. LIST OF OFFICERS. The Bureau of Police will (26) furnish the Association with the 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.

18. BULLETIN BOARDS. The City agrees to furnish (27) 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. *now longer*

Witness Fees. Officers will collect only the witness fees provided for by statute when testifying in court; such fees (95) 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 his police duties and responsibilities shall be subject to Article 18 and 19 of this Contract.

40. EMERGENCY PROVISIONS. If the safety of the officer (96) during emergency conditions makes it necessary for the City to prescribe the areas in which they may eat their meals, the City shall be obligated to furnish adequate hot meals.

41. ADVANCE NOTICE OF SHIFT CHANGE. An officer will (97) normally be given adequate advance notice of any change in his regular hours of work, except where an emergency (an emergency is defined as unforeseen event affecting the Bureau's ability to perform its mission) exists. Notice given less than 48 hours (or 72 hours under the Four-Ten Plan) before he is to begin work under the changed schedule entitles the officer to compensation at the overtime rate for those hours not exceeding eight hours that are earlier, later or different from the hours he last worked in a work day. A police officer is not entitled to compensation under the overtime rate if he is otherwise entitled to compensation under the same hours of work.

42. WORK ASSIGNMENT IN HIGHER CLASSIFICATION. During (98) routine operations, when an officer is assigned to fulfill the duties and responsibilities of a classification higher than his own for a period of more than four consecutive weeks, he shall be paid at the pay range assigned to the higher classification in the appropriate step of the current salary plan. *work*

43. HOLIDAY COMPENSATION. In addition to his regular (99) pay for time worked on a holiday, an officer shall receive premium compensation at time-and-one-half. Unless the Chief of Police and the officer agree to cash payment, such premium compensation shall

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

(90) When an officer on sick leave appears in court, the amount of time spent in court, or four hours, whichever is greater, will not be charged against his sick leave credits. For bookkeeping purposes, such officers will be considered to be on morning relief.

(91) Whenever an officer is subpoenaed to appear in court on a civil or criminal case, as a consequence of his official duties, on his off-duty time, he shall receive overtime pay for the time spent in court. The officer must report the subpoena to his superior at the earliest opportunity.

(92) Overtime Limitations. With the exception of court-related or emergency overtime, officers may decline overtime work in excess of fifty-two hours' duty time in any work week or twelve hours duty time in any work day.

(93) Transport of Prisoners. Officers transporting prisoners shall receive not more than eight hours pay per day while enroute. Such time shall be compensated at straight time, unless such service is performed on a holiday or the officer's normal day off. Expenses to cover actual costs of meals, lodging and transportation will be allowed officers while transporting prisoners.

(94) Court Appearances Outside Multnomah County. When required to testify in court during their normal work shifts, officers shall be allowed time off for this purpose at no loss of wages. When an officer is required to testify in court on a holiday or on the officer's regular day off or outside the officer's regular work shift, the officer shall be compensated at time and one-half his regular pay for the actual time spent in court, or four hours, whichever is more. An officer shall be ineligible for compensation under this clause if he fails to notify his division commanding officer of his court appearance within 24 hours of the service of notice upon him.

19. DISCIPLINARY PROCEDURES.

(28) A. Forms of Discipline. 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.

(29) 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.

(30) In the event of officer misconduct, the officer may be subject to discipline by his superior officer or the Chief of Police. ~~Any disciplinary action instituted against an officer shall be subject to review by a disciplinary committee at the officer's election.~~ *USE CODE & CHARTER LANGUAGE*

(31) B. Disciplinary Committee. The Disciplinary Committee shall consist of five members of the Bureau of Police of equal or higher rank than the accused. One of the members shall be selected to act as chairman. The Committee shall consider all evidence presented to it and submit its findings in writing to the Chief of Police. ~~The Chief may accept or reduce any discipline recommended by the Committee.~~ *with recommendation of penalty, if any. CHIEF may or may not*

(32) C. Rights of the Accused. Any member charged with misconduct and subject to discipline may request a hearing before the Disciplinary Committee. Upon his request for a hearing, the officer shall be served with a notice of the nature and extent of the charges against him, the time and place of the hearing, the names of the committee members and his right to disqualify any two members.

(33) The notice shall recite his right to call and cross-examine witnesses, be represented by counsel and/or a Union Officer, and his opportunity to appeal to the Civil Service Board if demoted, suspended for more than 30 days or

as long as in duties outside of state

OUT

only charge to CS person

OUT

OUT

discharged. He shall have the right, at his own expense, to have a record made of the committee hearing.

The officer shall receive the notice within

(34) adequate time to prepare a defense, and at the time of his hearing, the chairman shall ascertain that the officer understands the charges against him and his rights under this contract.

(35) If the officer is exonerated of all charges, any pay loss shall be restored.

20. DISCHARGE, DEMOTION AND SUSPENSIONS FOR MORE THAN THIRTY DAYS.

(36) 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 and Procedures shall be amended

(37) to include the right of the officer to be represented by an Association representative and/or counsel before the Disciplinary Committee of the Bureau of Police or its successor.

Where the officer is exonerated of all charges,

(38) he shall be entitled to full compensation for all lost time and to full restoration of all rights and conditions of employment.

21. GRIEVANCE AND ARBITRATION PROCEDURE. To promote

better employer/employee relations, both parties pledge their

(39) 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 the 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

39. OVERTIME. As used in this contract, overtime means

(81) time an officer is authorized to work in excess of eight hours in a work day, or forty hours in a work week, or ten hours in a work day or forty 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.

(82) All overtime worked shall be paid at time-and-one-half.

(83) 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 days off in each payroll period.

Personnel assigned to or from In-service Training programs

(84) shall not receive overtime as a consequence of their reassignment, provided the officer is scheduled for four days off in each payroll period, which includes a reassignment.

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

(86) A. However, if the officer works less than four hours, the officer 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.

(87) B. An officer who is required to make morning and afternoon court-related overtime appearances on the same calendar day shall be compensated the lesser of:

(a) The time elapsed from the beginning of the first court appearance to the beginning of the shift; or

(b) The time elapsed from the end of the shift to the end of the last court appearance.

(88) C. Emergency call-backs shall be paid at the overtime rate for a minimum of four hours.

*add
Suspension*

The Portland Police Association recognizes that the City's
(72) financial condition is a relevant factor in establishing such salaries.

The City agrees to pay officers the salaries during the
(73) time periods and in the amounts provided in Schedules A and B attached hereto and incorporated herein.

36. SALARY DIFFERENTIAL BETWEEN BASIC CIVIL SERVICE CLASSIFICATIONS.

(74) There shall be maintained a five-range differential, at 3% per range, between the ranks of officers.

37. BI-WEEKLY COMPENSATION. Bi-weekly compensation of
(75) officers shall be paid by the second Friday following each pay period. The City will not charge for payroll deductions of Association dues.

38. EDUCATION INCENTIVE PAY. For the purpose of encouraging officers to pursue appropriate formal education, the parties agree to continue the present Incentive Pay Program for courses commenced after July 1, 1973 with the following modifications:

Successful completion of three hours of approved college
(77) credit shall entitle an officer with five years or more of service to a monthly premium of \$18.00, for a total of \$216.00 over a twelve-month period. Premiums shall be paid in equal installments for twelve months from the date earned.

Payments will be confined to courses approved for each
(78) officer by the Chief of Police, or his designee, and no more than six hours of credit may qualify for payment under this plan in any given school quarter, nor more than eighteen hours during the term of this agreement.

(79) All courses must be taken on the officer's own time.

Officers will be required to successfully complete each
(80) course to receive the incentive pay; courses successfully challenged will not be eligible for payment under this plan.

provision of this Contract may refer the matter, personally, with notice to the Association, or through the Association, in
(40) writing to the Chief of Police. The written grievance 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
(41) or paying an 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.

(42) The Chief shall respond to the grievance in writing within 14 days, with a copy to the Association.

Step II. If after 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 14 days to present
(43) personally or through the Association the grievance in writing to the Mayor.

Step III. The Mayor shall have 21 days in which
(44) to reply. If he does not respond within 21 days, or from the date of his response, the officer will have 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 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
(45) 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 section shall prohibit the parties from agreeing upon a permanent arbitrator or
(45) 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
(46) within 15 days from the date of the hearing. His decision may also provide retroactivity not exceeding sixty days prior to the date the grievance was first filed with the Chief and shall state the effective date.

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

22. RETIREMENT IN GRADE, as requested by the Association, is a desirable feature of a comprehensive retirement program. Should an actuarial study confirm the feasibility of amending Chapter V of the City Charter to provide for retirement in grade,
(48) 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 agrees to place such an amendment on the ballot and give it their full support.

23. FOUR-TEN SCHEDULE. Should the Chief of Police decide to implement a Four-Ten Schedule for certain units within
(49) the Police Bureau, such schedule will consist of four ten-hour days, or eight days per pay period. Any time worked over ten hours per shift, or forty hours per week, will be considered as

32. OTHER LEAVES OF ABSENCE. Officers may also obtain leaves of absence with or without pay for educational purposes to attend conferences, seminars, briefing sessions
(68) or other activities of a similar nature that are intended to improve or upgrade individual skills or professional ability.

33. MILITARY SERVICE. 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
(69) 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 calendar days, or eleven working days, per year; provided, however, that the officer must have been an employee of the City for six months prior to the request for leave as provided in City Code 4.20.040.

34. RETURN FROM LEAVE OF ABSENCE. Any officer who has been granted a leave of absence and who, for any reason except sickness or physical disability, fails to return to
(70) 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.

35. SALARIES. Because of the changing requirements of the officer's job, Police Bureau salaries should be based
(71) solely upon considerations peculiar to and relevant to the duties and responsibilities assumed by police officers.

The City recognizes that in order to recruit and retain high caliber personnel now required by the Police Bureau, police
(72) salaries should not become substantially out of line with comparable cities in Washington and California.

(62) to ten per cent (10%) of the first 480 hours of such accumulated sick leave and twenty per cent (20%) of all accumulated sick leave in excess of 480 hours. The amount in cash shall be calculated on the basis of the officer's pay rate at the time of retirement.

(63) 28. DEATH LEAVE. Upon approval of the Chief of Police, necessary travel time not exceeding two days shall be allowed an officer in the event of a death in his immediate family. This travel time shall be in addition to the three days of leave for such death now authorized and shall be charged against the officer's sick leave credits, or if there be insufficient accumulated sick leave, then to sick leave subsequently accumulated. Under exceptional circumstances, death leave may be granted by the Chief of Police upon the death of a relative other than the officer's immediate family.

(64) As used in this agreement, an officer's immediate family include, his spouse, parents, children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law and daughter-in-law.

(65) 29. LEAVE OF ABSENCE. 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 purpose. Such leaves may be renewed or extended for any reasonable period by appropriate action of the City Council.

(66) 30. MATERNITY LEAVE. 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.

(67) 31. EDUCATIONAL LEAVE. 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 may be for one year, but may be renewed or extended for an additional year at the request of the officer.

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(50) 24. SENIORITY. Seniority shall be defined as the length of service by the officer in the Bureau within his Civil Service classification; and except as provided in Paragraph 24 B shall operate within a division. Following his most recent appointment, time spent in the Armed Forces, on military leaves of absence, other authorized leaves and time lost because of duty-connected disability shall be included in length of service.

(51) Seniority shall be a factor in the selection of shifts, days off, vacation and holidays, provided the employee is otherwise qualified.

(52) A. Vacations. Officers shall be permitted to choose either a split or entire vacation. Vacation time shall be scheduled by the Bureau with due consideration being given to requests from officers which shall 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 each year prior to May 15.

(53) B. Layoff. In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any employee who is to be laid off who has advanced to his present classification from a lower classification in which he held a permanent appointment shall be given a position in a lower classification in the same department. His seniority in the lower classification shall be established according to the date of his permanent appointment to that classification. Employees shall be called back from layoff according to seniority in the classification from which the employee was laid off within the Bureau. No new employees shall be hired in any classification until all employees on layoff

status in that classification have had an opportunity to return to work.

(54) C. Holiday Assignment. Where shift strength is reduced or increased on holidays, consistent with the needs of the City, assignments shall be offered to the most senior officer. Except for an emergency, the City shall provide a minimum of 48 hours' notice of any deviation from normal shift strength so that officers may plan the use of their time.

(55) Where shift strength is reduced, the most senior officer scheduled for duty on the shift shall be offered the option of working or not. Where shift strength is increased, the most senior officer on the shift shall be offered the option of working or not.

(56) D. Assignment to Other Government Agencies. Assignments to other government agencies shall be offered from a list of officers desiring work on a rotating basis to the most senior employee. Employees who decline such assignments shall be treated as having accepted. Wherever possible assignments shall be made within the division having jurisdiction over the work to be performed. Nothing in this section shall infringe upon the Bureau Chief's right to make an assignment contrary to seniority when particular qualifications such as, but not limited to, age, experience, appearance, ability, etc., are needed.

(57) The City agrees if it is necessary to fill vacant positions created by officers assigned to L.E.A.A. program duties, such positions will be filled from a precinct roster of officers who volunteer for such assignments.

(58) 25. VACATIONS. Earned vacation, based upon years of service, shall be extended to the following rates. Effective January 1, 1974.

| <u>Vacation Time</u> | <u>Monthly Accrual Rate</u> | <u>Annual Allowance</u> |
|----------------------|-----------------------------|-------------------------|
| 1 to 4 years | 6-2/3 hours | 80 hours |
| 5 to 14 years | 10 hours | 120 hours |
| 15 to 24 years | 13-1/3 hours | 160 hours |
| 25 years and over | 16-2/3 hours | 200 hours |

(59) 26. VACATION CARRY-OVER. Officers will be permitted to carry over from one calendar year to the next unused vacation time equivalent to the annual vacation allowance earned by the officer in the preceding calendar year. The scheduling of such carry-over vacation time shall conform with the manpower requirements established by the Bureau.

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

(61) 27. SICK LEAVE. Officers will be permitted to use a maximum of four consecutive calendar days' sick leave without a doctor's certificate if they have accumulated not less than 400 hours of sick leave. Otherwise, they will be permitted to use a maximum of three consecutive calendar days' sick leave without a doctor's certificate. Officers shall earn sick leave from their date of hire, and they shall accumulate sick leave at the rate of 4/10 hour per work day, or four hours per bi-weekly payroll period. Such leave may be used after three months' service. The maximum accumulation of sick leave shall be 1,440 hours.

(62) A. Unused Sick Leave Upon Retirement. An officer who has accumulated sick leave in excess of 240 hours at the time of his retirement shall receive cash in an amount equal