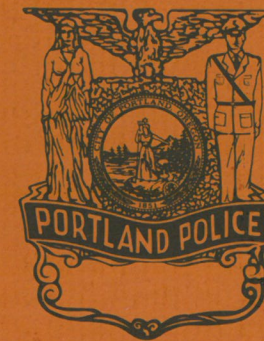


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LABOR AGREEMENT  
BETWEEN  
THE CITY OF PORTLAND  
AND  
THE PORTLAND POLICE ASSOCIATION



JULY 1, 1977 - JUNE 30, 1979

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## ORDINANCE No. 143781

An Ordinance authorizing the Mayor and Auditor to execute a labor agreement between the City of Portland and the Portland Police Association, relating to terms and conditions of employment of represented personnel, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. Representatives of the City and the Portland Police Association have agreed upon terms and conditions of employment for certain City employees for the period of July 1, 1977 through June 30, 1979.
2. Said terms and conditions have been reduced to a labor agreement which the Mayor and Auditor should be authorized to execute.

NOW, THEREFORE, the Council directs:

- a. The Mayor and Auditor are authorized to execute a labor agreement between the City and the Portland Police Association, relating to terms and conditions of employment of represented employees.
- b. Said contract to conform to the contract attached to the original only of this Ordinance marked Exhibit "A" which by this reference is made a part hereof.

Section 2. The Council declares that an emergency exists because delay would unnecessarily delay the orderly implementation of new benefits and pay rates; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, JUN 8 1977

Mayor Goldschmidt  
June 1, 1977  
R.D. Johnson:vw

Attest:

Mayor of the City of Portland

Auditor of the City of Portland

## CONTRACT

Between

CITY OF PORTLAND

and

PORTLAND POLICE ASSOCIATION

## PREAMBLE

THIS CONTRACT entered into on this 24th day of June, 1977 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.

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 presently recognized, 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.

2. MANAGEMENT RIGHTS. The City shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the Bureau, determining the levels of service and methods of operation including subcontracting and the introduction of new equipment; the right to hire, lay off, transfer and promote; to discipline or discharge for cause, to determine work schedules and assign work and any other such rights not specifically referred to in this Contract. Management rights, except where abridged by specific provisions of this Contract or general law, are not subject to the Grievance Procedure.

Nothing in this Contract shall preclude the Civil Service Board from exercising its authority to classify, or reclassify positions and to establish entrance and promotional examination requirements. Officers shall perform all work assigned that is reasonably within the scope and terms of the classification specification, though not specifically described therein.

3. EXISTING CONDITIONS. All conditions of employment relating to wages, hours, and working conditions not specifically mentioned in this agreement shall be maintained at not less than the level in effect at the time of the signing of this agreement. Any disagreement between the Association and the City with respect to this section shall be subject to the Grievance Procedure.

4. PRODUCTIVITY. It is the intent of the parties to achieve and sustain maximum productivity per officer during the term of this agreement. In return to the City for the wage rates and conditions herein provided and consistent with the principle of a fair day's work for a fair day's pay, the Association pledges its agreement with the objective of achieving the highest

## SCHEDULE A

### PORTLAND POLICE ASSOCIATION

| Job Title         | Rates Effective<br>July 1, 1977 to June 30, 1978 |                |                |                |                |                |                |
|-------------------|--|----------------|----------------|----------------|----------------|----------------|----------------|
|                   | Entrance<br>Rate                                 | After<br>6 Mo. | After<br>1 Yr. | After<br>2 Yr. | After<br>3 Yr. | After<br>4 Yr. | After<br>5 Yr. |
| Police Officer *  | \$6.76   | \$7.06         | \$7.72         | \$8.02         | \$8.43         | \$8.69         | \$9.06         |
| Police Sergeant * | 9.33   |                | 9.60           | 9.89           | 10.21          | 10.52          |                |
| Police Detective  | 9.33   |                | 9.60           | 9.89           | 10.21          | 10.52          |                |
| Criminalist       | 9.33   |                | 9.60           | 9.89           | 10.21          | 10.52          |                |

\* Hazard pay of 6% added to base rate when assigned to two-wheel motorcycles -- see Section 37.

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### SECOND YEAR: July 1, 1978 to June 30, 1979

Salary rates for the period July 1, 1978 to June 30, 1979 are to be based on the percent change in the Portland Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers (1967 = 100) as maintained by the U.S. Bureau of Labor Statistics from April 1977 to April 1978. The July 1, 1978 salary increase adjustment shall be equal to the percent change in the CPI less one percent (1%). If the computation resulting from this formula is less than 6%, then the salary increase shall be 6%. If the computation resulting from this formula is more than 10%, then the salary increase shall be 10%. In no event shall the salary increase be less than 6% nor exceed 10%.

the period of negotiations.

FOR THE PORTLAND POLICE ASSOCIATION

By Alan Peters

By Randy Thompson

By \_\_\_\_\_

By \_\_\_\_\_

FOR THE CITY OF PORTLAND

By Spie Hansen  
Mayor

By George Fether  
City Auditor

level of officer performance and efficiency consistent with safety, good health and sustained effort.

5. 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. CHECK OFF. The City agrees to deduct the Association membership initiation fee and insurance, and once each month, dues from the pay of members. 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.

The City shall also deduct from wages and transmit to the Association monthly, whatever amount is determined to be the fair share of those employees who do not authorize the deduction of dues and initiation fees.

7. FAIR SHARE. Upon approval by a majority of the officers in the unit, all officers covered by this Contract shall within thirty (30) days following the completion of their eighteen (18) months' probationary period, either (1) become and remain a member of the Association, or (2) tender to the Association his fair share of the cost of negotiating and administering the labor agreement. If the officer has not joined the Association by the required time, the Fair Share will be automatically deducted from the officer's pay check by the City and paid to the Association. Provided that no officer will be required to pay a fair share pursuant to this Article if the officer's refusal is based on bona fide religious tenets or teachings of a church or religious body of which such officer is a member. Such officer shall pay an amount of money equivalent to regular dues to a non-religious

charity or to another charitable organization mutually agreed upon by the officer and the Association. The officer shall furnish written proof to the City that this has been done.

In the event any suit, action or proceeding is brought by any officer, citizen, or other party, to invalidate this Article, both parties will actively defend the suit, action or proceeding at their own expense. However, in the event any determination is made by the highest court having jurisdiction that this Article is invalid and that reimbursement of the Fair Share must be made to officers affected, the Association shall be solely responsible for the reimbursement.

8. NO DISCRIMINATION. The provisions of this Contract shall be applied equally to all officers in the bargaining unit 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 both sexes, and wherever the male gender is used, it shall be construed to include male and female officers.

9. ASSOCIATION SECURITY AND RESPONSIBILITY. 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's activity in any official capacity on behalf of the Association.

Section IV. LIE DETECTOR TESTS. No officer shall be required to take any lie detector or similar tests as a condition of continued employment.

Section V. PERSONNEL FILE. All Police officers shall have access to their Bureau personnel file, precinct file, and any summary report of an Internal Affairs investigation in which they were a suspect. The officer may submit rebuttal material as desired. However, the officer may not have access to the background investigation report.

61. SAVINGS CLAUSE. Should any section or portion thereof of this Contract be held unlawful and unenforceable by any court of competent jurisdiction or upon mutual agreement of the parties, such decision 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.

62. TERMINATION AND DURATION. This Contract shall be effective as of the first day of July, 1977 and shall remain in full force and effect until the 30th day of June, 1979 and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than March 1 prior to the date of termination that it wishes to terminate or modify this Contract for any reason. Notification of intent to modify shall include the substance of the modifications desired. In the event that such notice is given those provisions not reopened shall automatically renew from year to year. Negotiations shall begin not later than March 15. This Contract shall remain in full force and effect during

C. When the Investigation Results in Charges Being Filed.

1. The officer, upon request, will be furnished with a copy of the summary report of the internal investigation which will contain all material facts of the matter.

2. The officer will be furnished with the names of all witnesses and complainants who will appear against him and/or whose statements will be used against him.

D. When Disciplinary Action Results.

1. When the investigation results in a determination of a sustained complaint and disciplinary action, only the findings and the disciplinary order may be placed in the officer's Personnel and "201" files.

2. No dismissal, demotion or other punitive measure shall be taken against an officer unless he is notified of the action and the reason(s) therefor prior to the effective date of such action.

Section II. PERSONAL INFORMATION. No officer shall be required for purposes of assignment or other personnel action to disclose any item of his property income, assets, source of income, or personal or domestic expenditures (including those of any member of his family), unless such information is obtained under proper legal procedures, or tends to indicate a conflict of interests with respect to the performance of his official duties, or is needed to substantiate an officer's claim of financial hardship in applying for permission to engage in extra employment.

Section III. POLITICAL ACTIVITY. Except when on duty or when acting in his official capacity, no officer shall be prohibited from engaging in political activity.

10. ASSOCIATION REPRESENTATIVES. Members of the bargaining unit selected to serve as authorized representatives of the Association shall be certified in writing to the Chief, Bureau of Police. Each representative will be expected to perform his duties as a representative of the Association on his own time. However, it is recognized that from time to time it will be necessary for Association activities to be carried on during working hours, for example, investigation and processing of complaints, disputes, and grievances, and attendance at executive board meetings (not to exceed eight (8) hours per month per board member for a maximum of twelve (12) board members). It is further recognized that there are reasonable limited deviations from this policy, such as posting of Association notices and distribution of union literature, which do not require substantial periods of time. Where such activities are necessarily or reasonably to be performed during working hours, they may be done without loss of pay to the representative involved. Representatives of the Association shall be allowed such leave time as necessary to conduct other Association business, as for example, lobbying, or City Council appearances at Association expense. Participation in activities, meetings or conferences at the request of the City shall be without loss of pay. Out of town trips without loss of pay shall be at the sole discretion of the Chief.

Recognizing that it is mutually advantageous to the City and the Association to maintain continuity of Association representatives, the City agrees not to transfer such representatives except in cases of promotion or necessity.

11. ASSOCIATION BUSINESS. Where activities of the Association President, unrelated to investigation and processing of complaints, disputes

and grievances or attendance at Association Executive Board meetings, cause the President to be absent, the Association will be permitted at cost to retain through the City the services of the President of the Portland Police Association. The President recognizes the need for reasonable notice to the City of his intent to be retained. While so retained, the President will remain eligible for all benefits including pension credit, service and non-service connected disability benefits for any disablement that occurs while so retained. The President shall not be assigned to duties that will detract from the patrol function.

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. The Association will submit every four (4) weeks, in accordance with the City's accounting periods, a detailed account of time spent by the Association President on City activities, including time authorized by this Contract.

12. ASSOCIATION 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 with Saturdays and Sundays off.

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.

participate in the interview. However, the interview may not be unduly delayed awaiting an unavailable Association representative when other Association representatives are available.

4. The officer being interviewed shall be informed of the name, rank and command of the officer in charge of the investigation, the interviewing officer, and all other persons present during the interview.

5. Interviews shall be done under circumstances devoid of intimidation or coercion and shall not otherwise violate the officer's Constitutional Rights. The officer shall not be subjected to abusive language. No promise of reward shall be made as an inducement to answer questions.

6. Interviews shall not be overly long. The officer shall be entitled to such reasonable intermissions as he shall request for personal necessities, telephone calls, and rest periods, with one ten (10) minute intermission every hour, if he requests.

7. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the subject investigation.

8. If the circumstances under investigation warrant a formal recorded interview, the complete interview of the officer, noting all recess periods, shall be recorded and the officer upon request will be provided a copy of the recording, or he may also record the interview at his own expense. If the interviewed officer is subsequently charged and any part of any recording of the interview is transcribed by the Bureau, the officer shall be given a complimentary copy thereof.

9. Interviews and investigations shall be concluded with no unreasonable delay.

Section I. INTERNAL AFFAIRS INVESTIGATIONS. (The procedures contained in this section apply only to internal affairs investigations.)

A. Advance Notice. Prior to being interviewed regarding an internal affairs investigation for any reason which could lead to disciplinary action, an employee shall be:

1. Informed of the nature of the investigation and whether he is a witness or a suspect, if and when known; informed of other information necessary to reasonably apprise him of the nature of the allegations of the complaint.

2. Afforded an opportunity and facilities to contact and consult privately with an attorney of his choosing and/or a representative of the Association.

3. Whenever delay in conducting the interview will not jeopardize the successful accomplishment of the investigation or when criminal culpability is not at issue, advance notice shall be given the officer not less than twenty-four (24) hours before the initial interview commences or written reports are required from the officer.

B. Interview Safeguards.

1. Any interview of an officer shall be when the officer is on duty unless the seriousness of the investigation dictates otherwise.

2. Interviews shall take place at a Portland Police station facility, or elsewhere if mutually agreed, unless the emergency of the situation necessitates otherwise.

3. The officer may have an Association representative present to witness the interview provided the representative does not

14. CONTRACT NEGOTIATIONS. The Association negotiating team, to be comprised of no more than four (4) 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.

15. 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 meetings shall be presented at the time the conference is requested. Association members, limited to two (2), shall not lose time or pay for time spent in such conferences.

16. 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 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.

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

18. MANUAL OF RULES AND PROCEDURES AND CONTRACT. The City agrees to furnish each officer of the bargaining unit with 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.

19. LIST OF OFFICERS. The Bureau of Police will 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 kept confidential, used only for official Association business, and returned to the Bureau. The Association agrees not to disclose the names, addresses or telephone numbers of non-Association members to any person who is not an elected or appointed Association representative.

20. BULLETIN BOARDS. 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, and such notices and bulletins shall be signed.

21. DISCIPLINE. Disciplinary action or measures shall include only the following: Appropriate corrective action short of written reprimand, written reprimand, suspensions, or in lieu thereof, reduction of pay by one step, appropriate extra duty, or loss of vacation time. Disciplinary action shall be only for just cause and will be subject to the grievance procedure.

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.

implement a Four-Ten Schedule for certain units within the Police Bureau, such schedule will consist of four (4) ten-hour days, or eight (8) days per pay period. Any time worked over ten (10) hours per shift, or forty (40) hours per week, will be considered as overtime.

57. RETRAINING PROVISIONS. In the event of an involuntary transfer of a member from one function to another function, or a 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.

58. DEFERRED COMPENSATION PROGRAM. The City shall allow officers to participate in the Deferred Compensation Program that is presently available to the rank of Lieutenant and above.

59. SAFETY COMMITTEE. The parties agree to continue a Standing Committee of six (6) persons, three (3) appointed by each party, to confer on a regular basis, on City time, with a view to maintaining safe equipment and working conditions.

60. PORTLAND POLICE OFFICERS' BILL OF RIGHTS.

PREAMBLE. All employees within the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Portland Police Officers' Bill of Rights". The wide ranging powers and duties given to the Bureau and its members on and off duty involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the actions of members. These questions often require investigation by superior officers and/or the Internal Affairs Division. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:

52. GROUP LIFE INSURANCE. The City will maintain \$10,000 fully-paid group term life insurance for each officer.

53. LIABILITY INSURANCE. The City agrees to provide adequate liability insurance for police officers.

54. LEGAL FEES. The City agrees to reimburse an officer for all reasonable, usual and customary legal fees charged by an attorney as a direct result of the officer's being involved in the use of deadly force in the performance of his duty as a Police officer. The reimbursement will be made only if and when the officer is finally absolved of any wrongdoing by the Bureau, and any court of law. To receive reimbursement under this Article, the officer must select one attorney from a list of twenty-five (25) which has been mutually agreed upon by the Portland Police Association and the City. The City before becoming obligated under this Article shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of time spent and describing briefly the purpose of such time. If the City in its discretion feels the charges exceed reasonable, usual and customary fees normally charged, the City may submit the bill to the Oregon Bar Association for review. The Oregon Bar Association's determination will be final and binding for the City's obligation under this Article.

55. FUNERAL EXPENSES. In the event an officer is killed in the line of duty, or dies from injuries sustained in the line of duty, the City shall pay the sum of \$1,500.00 toward funeral and connected expenses to his surviving spouse (or, if none, to his heirs), regardless of amounts paid from other sources.

56. FOUR-TEN SCHEDULE. Should the Chief of Police decide to

22. DISCHARGE AND DEMOTION. Discharge or demotion shall be for just cause, and in such case, an officer in permanent status may choose between two avenues of appeal: (1) He may exercise his right of appeal by Civil Service Rules of the City of Portland, or (2) the Association may, in lieu of those provisions established pursuant to the City Charter, be allowed to take up the matter at Step II of the Grievance Procedure. These two avenues of appeal do not apply to an officer who: (1) Is separated as a result of failing to complete the current educational requirements or the eighteen (18) months' entry level probationary period, or (2) fails to successfully complete the twelve (12) months' probationary period in a promotional position and is reverted to his former classification.

23. 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.

Step I. Any officer claiming a breach of any specific provision of this Contract may refer the matter, with or without the Association, to his immediate supervisor outside the bargaining unit. The grievant, or Association representative, shall state the nature of the grievance, the section of the Contract allegedly violated and the remedy requested. This grievance shall be presented within ten (10) days from the date thereof.

When the City has mathematically erred in computing 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.

The supervisor shall respond to the grievance within ten (10) days.

Step II. If after ten (10) days from the date of the submission of the grievance to the supervisor, or from the date of his reply, the grievance still remains unadjusted, the Association shall have ten (10) days to present the grievance in writing to the Chief of Police.

The Chief shall have ten (10) days in which to reply. If he does not respond within ten (10) days, or from the date of his response, if the grievance remains unadjusted, the Association may present the grievance to the Commissioner-in-Charge.

Step III. The Commissioner-in-Charge shall have ten (10) days in which to reply. During this time period, the grievance will be referred to the Bureau of Personnel Services for investigation. If the Commissioner-in-Charge does not respond within ten (10) days, or from the date of his response, the Association will have fourteen (14) days to serve notice, in writing, to the Commissioner-in-Charge, of its intent to arbitrate.

After the Commissioner-in-Charge has been notified, the parties, or their representatives, shall select an arbitrator by such methods as they may jointly elect. If they are unable to agree on such method, then 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 arbitrator to be selected 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 section shall pro-

49. 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.

50. DENTAL PLAN. 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.

51. SURVIVING DEPENDENT(S) HEALTH AND WELFARE PLAN. The City shall provide to the spouse and unmarried children under eighteen (18) years of age of any officer killed in the line of duty, a medical benefits and dental plan comparable in benefits to those enjoyed by the officer's dependents while the officer was in employee status. Such benefits shall cease for the spouse upon reaching age 65 or remarriage, and the children upon becoming married or reaching the age of eighteen (18) years.

time and one-half. Unless the City and the officer agree to 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 from one calendar year to the next.

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.

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

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

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

| <u>Holidays</u>       | <u>1977</u> | <u>1978</u> | <u>1979</u> |
|-----------------------|-------------|-------------|-------------|
| New Year's Day        |             | January 1   | January 1   |
| Lincoln's Birthday    |             | February 6  | February 5  |
| Washington's Birthday |             | February 20 | February 19 |
| Memorial Day          |             | May 29      | May 28      |
| Independence Day      | July 4      | July 4      |             |
| Labor Day             | September 5 | September 4 |             |
| Veterans Day          | November 11 | November 11 |             |
| Thanksgiving Day      | November 24 | November 23 |             |
| Christmas             | December 25 | December 25 |             |

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.

hibit 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 to the date the grievance was first filed with the Chief and shall state the effective date.

The City and the Association shall divide equally the compensation of the arbitrator's fee, the cost of any hearing room, and the cost of a shorthand reporter, if required by the arbitrator.

24. SENIORITY. Seniority shall be defined as the length of service by the officer in the Bureau within his Civil Service classification. 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.

Subject to manpower needs and maintaining efficiency of the Division/Detail, seniority shall be the prime factor in the selection of shifts and days off provided the officer is otherwise qualified. Seniority shall govern in the selection of vacation and holidays.

In the case of voluntary transfer and/or assignment, the seniority of an officer shall apply immediately to his choice concerning holidays and vacations. His seniority shall apply to days off and shifts at the first opening or within ninety (90) days from the date of written request,

whichever occurs first.

In the case of involuntary transfer and/or assignment, the seniority of an officer shall apply immediately to his choice concerning holidays and vacation. His seniority shall apply to days off and shifts at the first opening or within thirty (30) days from the date of written request, whichever occurs first.

An officer may exercise seniority to bump another officer for shift and days off only once in ninety (90) days.

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.

B. Layoff. In the event of a layoff for any reason, officers shall be laid off in the inverse order of their seniority in their classification. Any officer 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. His seniority in the lower classification shall be established according to the date of his permanent appointment to that classification. Officers shall be called back from layoff according to seniority in the classification from which the officer was laid off within the Bureau. No new officers shall be hired in any classification until all officers on layoff status in that classification have had an opportunity to return to work.

C. Holiday Assignment. Where shift strength is reduced or increased

Retired Officer Court Time. Any member of the bargaining unit who retires on or after July 1, 1977, shall be compensated by the City when subpoenaed to appear in court as a prosecution witness in a criminal case, as a consequence of his official duties prior to retirement. The compensation shall be the current maximum rate for the class of Police Officer. Payment will be at straight time for the hours in court, with a minimum payment of four (4) hours for each day of such service. Claims for payment of validated service shall be filed with the Fiscal Administration Unit.

46. ADVANCE NOTICE IN CHANGE OF SHIFT OR DAYS OFF. An officer will normally be given adequate advance notice of any change in his regular hours of work, except where an emergency (an emergency is defined as an unforeseen event affecting the precinct's or division's ability to perform its mission) exists. Notice given less than forty-eight (48) hours (or seventy-two (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 (8) 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.

47. EMERGENCY PROVISIONS. If the safety of the officer 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.

48. HOLIDAY COMPENSATION. In addition to his regular pay for time worked on a holiday, an officer shall receive premium compensation at

Overtime Limitations. With the exception of court-related or emergency overtime, officers may decline overtime work in excess of fifty-two (52) hours' duty time in any work week or twelve (12) hours' duty time in any work day. No overtime premium will be paid to officers working out of town unless prior approval is obtained for such overtime.

Transport of Prisoners. Officers transporting prisoners shall receive not more than eight (8) 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.

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 (4) 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 twenty-four (24) hours of the service of notice upon him.

Witness Fees. Officers will collect only the witness fees provided for by statute when testifying in court; such fees 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 Articles 21 and 22 of this Contract.

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 ten (10) days' notice of any deviation from normal shift strength so that officers may plan the use of their time.

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.

D. Assignment to Other Government Agencies. Assignments to other government agencies shall be offered from a list of officers desiring work to the most senior, qualified officer. Officers 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.

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.

25. VACATIONS. Earned vacation, based upon years of service, shall be accrued at the following rates:

| <u>Years of Service</u> | <u>Pi-Weekly Accrual Rate</u> | <u>Annual Accrual Rate</u> |
|-------------------------|-------------------------------|----------------------------|
| 0 to 4 Years            | 3.0770 hours                  | 80 hours                   |
| 5 to 9 Years            | 4.6154 hours                  | 120 hours                  |
| 10 to 14 Years          | 5.3846 hours                  | 140 hours                  |
| 15 to 19 Years          | 6.1539 hours                  | 160 hours                  |
| 20 to 24 Years          | 6.9231 hours                  | 180 hours                  |
| 25 Years and over       | 7.6924 hours                  | 200 hours                  |

26. ACCRUAL OF VACATION CREDITS. Vacation credits will accrue bi-weekly to the officer's account. Such credits may be accumulated up to a maximum of two (2) years' earnings as of the end of the first payroll period in January. Any credits in excess of that amount will be forfeited at that time. The scheduling of such vacation time shall conform with the manpower requirements established by the Bureau.

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 accrued vacation and holiday credits, including the credits accrued in the current calendar year.

27. SICK LEAVE. Officers 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 (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. Notwithstanding the foregoing, any officer who is found to be misusing sick leave may be subject to discipline including furnishing a doctor's certificate for each

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

C. An officer who is required to make court-related overtime appearances on his day off without seventy-two (72) hours of advance notice, shall be compensated at the overtime rate for a minimum of five (5) hours.

D. Emergency call-backs shall be paid at the overtime rate for a minimum of four (4) hours.

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

E. For timekeeping purposes, officers off-duty on sick leave, disability benefits, approved leave of absence with pay, and suspended-from-duty-with-pay status will be considered to be on the Morning Relief:

(a) When an officer on sick leave appears in court, the amount of time spent in court, or four (4) hours, whichever is greater, will not be charged against his sick leave credits.

(b) Officers on approved leave of absence with pay or disability benefits will be authorized overtime for court appearances in excess of eight (8) hours in a day or forty (40) hours in a work week.

Officers who are on duty status and who appear during their off-duty hours in their own or other officer's defense in disciplinary hearings will be authorized overtime only if the accused officer is cleared of the charges.

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.

pay shall not apply, provided the officer is scheduled for four (4) days off in each payroll period.

Personnel assigned to or from training programs shall not receive overtime as a consequence of their reassignment, provided the officer is scheduled for four (4) days off in each payroll period, which includes a reassignment. The City reserves the right to assign officers to selected training courses at out-of-town training sites. As this professional training is beneficial and mutually desirable to the City and the officers, no overtime will be authorized for travel. Officers authorized to travel to out-of-state training sites will be relieved from duty for the equivalent time necessary to travel to and from the out-of-state site.

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

A. However, if the officer works less than four (4) 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 (4) hours.

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

day of illness. Officers shall earn sick leave from their date of hire, and they shall accumulate sick leave at the rate of four-tenths (4/10ths) hour per work day, or four (4) hours per bi-weekly payroll period. Such leave may be used after three (3) months' service. The maximum accumulation of sick leave shall be 1,648 hours.

A. Unused Sick Leave Upon Retirement. An officer who has accumulated sick leave at the time of his retirement shall receive credit in an amount equal to thirty percent (30%) of the first four hundred and eighty (480) hours of such accumulated sick leave, fifty percent (50%) of the second four hundred and eighty (480) hours, and seventy percent (70%) of all accumulated sick leave in excess of nine hundred and sixty (960) hours up to a maximum of 1,648 hours. The cash value of such credit will be calculated on the basis of the officer's pay rate at the time of retirement.

Upon retirement, an officer may elect to receive his sick leave credit through one of two options as follows:

Option #1. He may elect to receive a lump sum cash payment for his sick leave credit; or

Option #2. To the extent that credit is available or until the officer reaches age 65, the cash value of such credit may be applied toward the continuation of the officer's employee and dependent group hospital and medical insurance plan. Under Option #2, the retired officer or his heirs or estate will receive a lump sum cash payment for any unused sick leave credit remaining when the retiree reaches age 65 or upon his death. Further, the retired officer may elect to receive a lump sum cash payment for the balance of his sick leave credit at any time after his initial election of Option #2.

B. Unused Sick Leave in the Event of Death. The City will pay a lump sum cash payment equal to one hundred percent (100%) of unused sick leave to the surviving dependents of any officer who dies prior to retirement.

28. DEATH LEAVE. Upon approval of the Chief of Police, necessary travel time not exceeding two (2) 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 (3) 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.

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

29. MATERNITY LEAVE. Leave will be granted for pregnancy. The time for commencing and terminating such leave will be a medical decision certified by the attending physician. Sick leave and vacation credits may be used to cover all or part of the absence. Leave without pay for a pregnancy-related disability will be granted upon request.

30. LEAVE OF ABSENCE. Upon showing reasonable purpose, an officer may be granted a leave of absence without pay for a period not to exceed thirty (30) days. The City will show good cause for denying such leaves.

to receive payment under this program for no more than nine (9) credit hours in any given school quarter, nor more than eighteen (18) credit hours during the term of this Contract.

Approved Courses: Payments made under the Education Incentive Program will be confined to courses: (a) Commenced after the officer has completed the appropriate service time required to qualify for the program, and (b) approved for each officer by the Chief of Police or his designee. All courses must be taken on the officer's own time. Courses successfully challenged will not be eligible for payment under this program.

45. OVERTIME. As used in this Contract, overtime means time an officer is authorized to work in excess of eight (8) hours in a work day, or forty (40) hours in a work week, or ten (10) hours in a work day or forty (40) 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.

Compensation for all overtime work shall be at one and one-half (1-1/2) times the employee's established rate of pay as set forth in Schedule A. Overtime will be paid in cash except, at the option of the officer, compensatory time shall be granted in lieu of overtime pay up to a total accrual of forty (40) hours in a calendar year. The compensatory time off shall be taken within the calendar year it was earned at a time mutually agreed upon by the officer and his supervisor. Any compensatory time remaining at the end of the calendar year shall be paid for in cash.

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

41. EQUIPMENT ALLOWANCE. Each uniformed officer shall receive \$40.00 per year for the purchase of job-related equipment (example: batons, flashlights, gloves, etc.).

42. MOTORCYCLE USE AND CARE. An officer assigned to active motorcycle duty will be permitted to garage his assigned City motorcycle at home, provided the officer's place of residence is (a) within the State of Oregon, and (b) within fifteen (15) road miles and thirty (30) minutes' travel time of the Traffic Division Office, and further provided that the officer assumes personal responsibility for the washing and maintenance service of the vehicle without overtime cost to the City.

43. MILEAGE RATE. Whenever an officer is authorized to utilize his own vehicle in the performance of his official City duties, he shall be compensated at the current rate paid by the City.

44. EDUCATION INCENTIVE PROGRAM. For the purpose of encouraging officers to pursue appropriate formal education, the parties agree to continue the present Education Incentive Program for courses commenced after July 1, 1977, with the following modifications:

Eligibility: In order to qualify for the Education Incentive Program, an officer must either (a) have completed eighteen (18) months of service as a sworn member of the Portland Bureau of Police and attained a minimum of two (2) years' approved college credit (90 quarter hours or 60 semester hours), or (b) have completed five (5) years of service.

Incentive Pay: Upon verification of successful completion of three (3) hours of approved college credit, an eligible officer shall be entitled to a lump sum incentive premium of \$240.00. Each officer will be eligible

Such leaves may be renewed or extended for any reasonable period by appropriate action of the City Council.

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 (1) year, but may be renewed or extended for an additional year at the request of the officer.

32. MILITARY SERVICE LEAVE. 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, or eleven (11) working 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.

33. OTHER LEAVES OF ABSENCE. 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 skills or professional ability.

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 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 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 salaries should not become substantially out of line with comparable cities in Washington and California.

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

The City agrees to pay officers the salaries during the time periods and in the amounts provided in Schedule A attached hereto and incorporated herein.

36. SALARY DIFFERENTIAL BETWEEN BASIC CIVIL SERVICE CLASSIFICATIONS. There shall be maintained a minimum differential of fifteen percent (15%) between the ranks of officers.

37. HAZARD PAY (MOTORCYCLES). Officers who are assigned to two-wheel motorcycle duty shall receive a hazard premium to be paid bi-weekly at the rate of six percent (6%) of the officer's base salary, for every pay period or portion thereof the officer was assigned to motorcycle duty. Officers assigned to motorcycle duty on or after July 1, 1977 and who are subsequently promoted, will be paid at the entry rate of the promotional class.

38. BI-WEEKLY COMPENSATION. Bi-weekly compensation of officers shall be paid by the second Friday following each pay period. The employee

compensation check and annual W-2 form shall be in an enclosed, sealed envelope.

39. WORK ASSIGNMENT IN HIGHER CLASSIFICATION. During routine operations, when an officer within the bargaining unit is assigned temporarily to fulfill substantially all the duties and responsibilities of a classification higher than his own for a period more than five (5) consecutive working days, he shall be paid for all time worked in the higher classification at the entrance rate of the higher class. If more than one officer is used at different times to fill the same position of the higher class and the position is vacant for more than five (5) consecutive working days, the officers filling the position will be paid the higher rate for all time worked in the higher class.

40. CLOTHING ALLOWANCE. The clothing allowance for plain-clothes officers shall be \$225.00 per year. The Chief of Police will designate in writing the duty assignments which require dress other than the prescribed uniform and, for such designated duty, the officers will be paid a cash clothing allowance prorated for the number of full months served in said assignment. The written designation of unit and/or positions eligible for clothing allowance will be distributed and posted prior to the start of the fiscal year in which the clothing allowance benefit is to accrue and units or assignments so designated are not to be retitled during the fiscal year except by mutual agreement with the Association.

The City will also arrange for purchase of uniforms on a fit-to-size basis.