LETTER OF AGREEMENT & GRIEVANCE SETTLEMENT
(Extended Out-Of-Class Assignments)

The parties to this Memorandum of Understanding and Grievance Settlement are the City of Portland (City), on behalf of the Portland Police Bureau (PPB), and the Portland Police Association (PPA).

Recitals

A. The City and the PPA are parties to a Collective Bargaining Agreement (CBA), the term of which is July 1, 2006 to June 30, 2010.

B. Article 37 of the parties' CBA addresses working out-of-class, but does not address whether paid leave used during an extended work-out-of-class assignment is compensated at the higher out-of-class rate.

C. Michael Villanti, a PPA member, was assigned Out-of-Class work as a sergeant for an extended period of time. The PPA filed a grievance on June 8, 2008 (PPA #2008-04; L/ER #2008-108), alleging that Mr. Villanti was not paid properly in his out of class assignment. The City denied the grievance and an arbitration was scheduled for December 2, 2009.

D. PPA maintains that there may be other instances where a member has been assigned Out-Of-Class work as a sergeant for an extended period of time, and filed a grievance on November 12, 2008 (PPA #2008-11; L/ER #2008-115) to that effect. Arbitration is scheduled for March 12, 2010.

E. City Human Resources Administrative Rule 8.06 requires a Bureau Director to obtain written pre-authorization for an Out-of-Class assignment from the Director of the Bureau of Human Resources if the assignment will last more than thirty (30) calendar days.

F. Because of unique reasons relating to the business needs of the Portland Police Bureau, including administrative and operational efficiency, the Director of the Bureau of Human Resources has pre-authorized the Chief of Police or designee to assign officers work Out-of-Class for up to six (6) months.

G. Authorization for an officer to continue working in an Out-of-Class assignment longer than six (6) months requires written approval by both the Chief of Police or his/her designee and the Director of the Bureau of Human Resources or his/her designee.
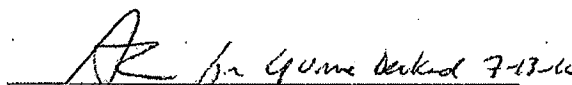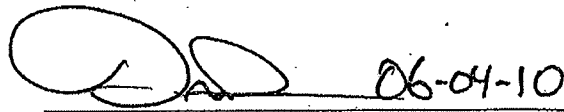
Agreement

The parties mutually agree as follows:

1. In the event an officer properly authorized to work Out-of-Class has done so for sixty continuous days, and the officer uses paid leave while still assigned the Out-of-Class work after sixty continuous days, the leave will be paid at the Out-of-Class rate. A partial-shift day shall not break continuity, but also shall not be counted towards completion of the sixty continuous days required.

2. Michael Villanti will be paid for leave used during his extended work Out-of-Class assignment consistent with Paragraph 1, above.

3. Any other PPA member who worked in a qualifying Out-Of-Class assignment as described in Paragraph 1, above, and used paid leave while still assigned the Out-of-Class work on or after November 12, 2008 (the date the grievance was filed), will be paid for leave consistent with Paragraph 1, above.

4. Paragraph 1 of this Agreement expires upon final and binding ratification and adoption of a successor CBA.

5. The PPA withdraws Grievances #2008-04 and #2008-11 with prejudice.

6. The City will pay the arbitrator's cancellation fee related to PPA #2008-04.

7. This Memorandum of Agreement and Settlement Agreement are not effective until approved by the PPA Executive Board and the Portland City Council.

8. This resolution sets no precedent as to the parties' operation, interpretation or application of the labor agreement beyond the date a successor agreement is adopted.

9. The parties' commitments in this Agreement are to compromise disputed claims and shall not operate or be interpreted as an admission of liability or a waiver of any rights or arguments.

For the City of Portland:

_____ 7-13-10
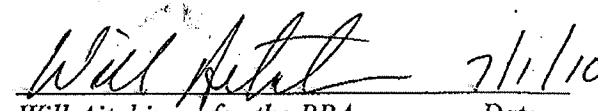Yvonne L. Deckard, Director BHR   Date

For Portland Police Bureau:

_____ 7/12/10
Rosie Sizer, Chief   Date
Michael Reese

For Portland Police Association:

_____ 06-04-10
Scott Westerman, President   Date
Dave Dobler

Approved as to form:

_____ 2-9-2010
Stephanie Harper, Dep. City Atty   Date

_____ 7/1/10
Will Aitchison, for the PPA   Date
Attorney for the PPA