

On-Call/PIO On-Call Settlement Agreement
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**SETTLEMENT AGREEMENT
(On-Call Status and Work-Related Telephone Calls)**

The parties to this Settlement Agreement 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 were parties to a Collective Bargaining Agreement (CBA), the term of which was July 1, 2006 to June 30, 2010. The parties executed a successor agreement, the term of which is July 1, 2010 to June 20, 2013.
- B. Article 43.15 of the parties' expired CBA addresses the issue of compensation for work-related telephone calls. Article 43.16 of the parties' expired CBA addresses the issue of compensation for time in On-Call Status. On its face, the parties' expired CBA is not explicit concerning whether a call taken while in On-Call Status is separately compensated as a work-related telephone call or is included in the compensation for being On-Call.
- C. The City determined that it would not compensate officers for calls taken while in On-Call Status that were related to the work for which the member was on-call. Subsequently, the Portland Police Bureau began paying the Public Information Officer separate compensation for telephone calls taken during On-Call Status based on its belief that the City and PPA had reached a settlement that allowed the Bureau to do so. In fact, the parties had not reached such a settlement agreement. Upon discovery that no settlement had been reached, the City ceased compensating the Public Information Officer for separate work-related telephone calls.
- D. The PPA filed a grievance on June 23, 2009 (PPA#2009-08; L/ER#2009-116) alleging that members were entitled to receive both compensation for time in On-Call Status under Article 43.16 and compensation for actual time spent on work-related telephone calls under Article 43.15. The PPA also filed a grievance on November 10, 2009 (PPA#2009-28; L/ER#2009-182) alleging that the Public Information Officer was entitled to receive compensation both for time in On-Call Status under Article 43.16 and compensation for actual time spent on work-related telephone calls under Article 43.15.
- E. Article 43.16 of the current CBA provides that officers in on-call status shall receive on-call pay plus pay pursuant to Article 43.15 for time spent on telephone calls.
- F. The parties wish to resolve both grievances as follows:

Agreement

1. Articles 43.15 and 43.16 of the expired CBA shall be interpreted and applied such that an officer who takes work-related calls while in On-Call Status shall receive compensation for being in On-Call Status under Article 43.16 and additional compensation for work-related telephone calls taken during On-Call Status under Article 43.15.

2. PPB will compensate the officers listed below for on-call time and for time spent on telephone calls while on-call for the period June 4, 2009 to the present in the following amounts:

Sgt. Pat Kelly	\$13,492.79
Sgt. Daniel Liu	\$12,617.44
Sgt. Rich Austria	\$ 6,199.15
Sgt. Kraig McGlathery	\$ 8,679.75
Sgt. Peter Simpson	\$ 6,614.43
Sgt. Greg Stewart	\$ 2,215.36
Detective Chris Traynor	\$ 61.13
Officer Lisa Clayton	\$ 100.88
Detective Mary Wheat	\$ 6,646.08
Sgt (now Lt.) Mike Marshman	\$ 284.83

3. The PPA withdraws and dismisses with prejudice the above-referenced grievances, and voluntarily releases and forever discharges the City from all claims arising from the facts underlying these disputes.

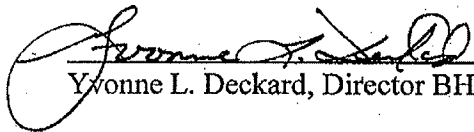
4. The terms of this Settlement Agreement shall not establish any precedent whatsoever other than as described in this document.

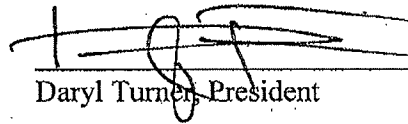
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- 5. The City shall pay the arbitrator's cancellation fee, if any.
- 6. This Agreement shall be effective upon approval by ordinance by the Portland City Council.

For the City of Portland:

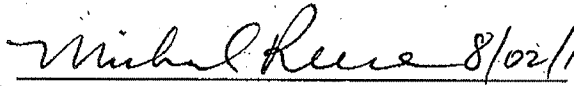
For Portland Police Association:

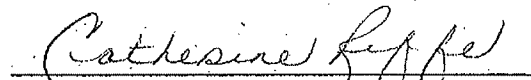
 8/8/2011
Yvonne L. Deckard, Director BHR Date

 07/06/11
Daryl Turner, President Date

For Portland Police Bureau:

Approved as to form:

 8/02/11
Mike Reese, Chief Date

 6/27/11
Catherine Riffe, Chief Dep. City Atty. Date

Memorandum of Agreement

This Memorandum of Agreement ("Agreement") is between the City of Portland ("City") and the Portland Police Association ("PPA").

Background

1. Prior to July 1, 2010, Article 47.1 of the parties' collective bargaining agreement described compensation for time worked on a holiday, in the form of holiday compensatory time off ("Holiday Comp"). Article 47.1 did allow and continues to allow officers to carry over a maximum of sixty (60) hours of Holiday Comp from one calendar year to the next.
2. The parties reached agreement in February 2011 for the collective bargaining agreement effective July 1, 2010-June 30, 2013. For the collective bargaining agreement beginning July 1, 2010 and thereafter, the parties agreed among other things that an officer may elect to receive either pay or holiday compensatory time off, and that holiday compensatory time off would be placed in a bank.
3. The bargaining history for the collective bargaining agreement beginning July 1, 2010 and thereafter reflects the parties' intent to allow for a payout of holiday compensatory time off similar to overtime compensatory time payout under Article 43. This Agreement is intended to provide for the implementation of the payout of Holiday Comp.

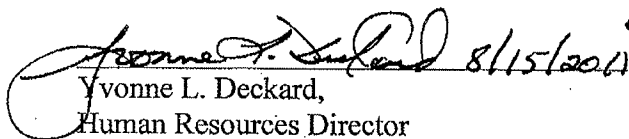
The parties agree as follows:


1. Calendar Year Ending December 31, 2011.
 - a. An officer may request in writing cash pay out of Holiday Comp hours no later than close of business August 17, 2011 and it will be processed in the following pay period.
 - b. An officer may request in writing cash pay out of Holiday Comp hours no later than close of business November 20, 2011 and it will be processed in the following pay period.
 - c. The City will automatically cash out as pay all Holiday Comp hours that exceed sixty (60) hours as of December 31, 2011 and it will be processed in the following pay period.

- 2. Calendar Year Beginning January 1, 2012 and thereafter.
 - a. On a calendar year basis, the City will automatically cash out as pay all Holiday Comp hours that exceed sixty (60) hours as of December 31 and it will be processed in the following pay period.
 - b. On a calendar year basis, an officer may request cash pay out of Holiday Comp three times per calendar year. Requests must be made in writing no later than the close of business January 15, June 30, and November 20 and will be processed in the following pay period.
- 3. This Agreement sets no precedent for any purpose other than as described in this document.
- 4. This Agreement is effective upon approval by the Portland City Council. Neither party waives their respective legal position should Portland City Council not approve this Agreement.

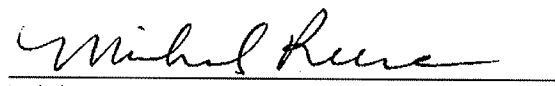
For the City:

For the PPA:


 Yvonne L. Deckard,
 Human Resources Director
 Bureau of Human Resources

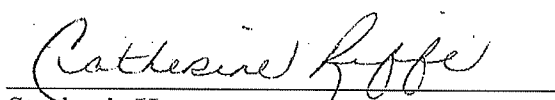

 Daryl Turner,
 President
 Portland Police Association

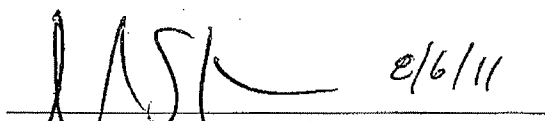
For the PPB:


 Michael Reese,
 Chief of Police
 Portland Police Bureau

Approved as to form:

Approved as to form:

for 
 Stephanie Harper,
 City Attorney's Office

 e/6/11
 Anil S. Karia, Attorney for PPA

SETTLEMENT AGREEMENT
(Doug Tang - Overtime Opportunities Grievance)

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

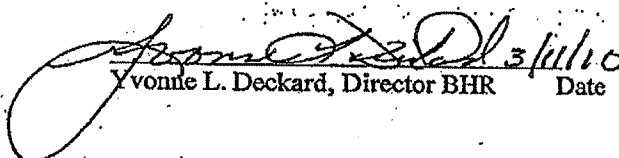
Recitals

- A. The City and the PPA are parties to a Labor Agreement, the term of which is July 1, 2006 to June 30, 2010.
- B. Article 23, Section 23.11 of the parties' CBA provides "... overtime shall be offered, in the order of seniority, to officers in the reporting unit."
- C. Doug Tang was assigned as an NRT Sergeant, and was denied opportunity to work overtime as a Precinct Sergeant on the grounds that it was not within his reporting unit.
- D. PPA filed a grievance on 3/17/2004 (PPA#2004-04; L/ER# 2004-046); Grievant has alleged denial of 320 hours of overtime opportunity.
- E. The matter has been in abeyance so settlement negotiations could be completed. The parties conclude that it would be mutually beneficial to resolve this matter by means of a grievance settlement agreement.

Agreement

1. The parties agree that Doug Tang shall be paid for 160 hours at his overtime rate for overtime opportunities that were denied and alleged to be in violation of the CBA.
2. In consideration of the compromise offer made in this document by the City, the PPA withdraws and dismisses with prejudice the above-referenced grievance, and voluntarily releases and forever discharges the City from all claims arising from the facts underlying this dispute. However, nothing in this agreement prevents the PPA from filing a grievance in the future should another PPA member be denied the opportunity to work overtime under circumstances similar or identical to the circumstances described in the grievance. Nothing in this agreement prevents the City from denying such a grievance.
3. The parties stipulate that in entering into this *Settlement Agreement* neither party admits liability or culpability, and that the terms of this *Settlement Agreement* shall not establish any precedent whatsoever.
4. As the amount of settlement exceeds \$5,000, this Agreement requires approval of the Portland City Council. The Agreement may require approval of the PPA Executive Board.

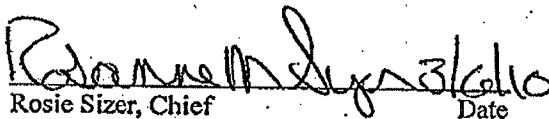
For the City of Portland:


Yvonne L. Deckard, Director BHR Date 3/11/10

For Portland Police Association:


Scott Westerman, President Date 2-19-10

For Portland Police Bureau:


Rosie Sizer, Chief Date 3/6/10

Approved as to form:


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