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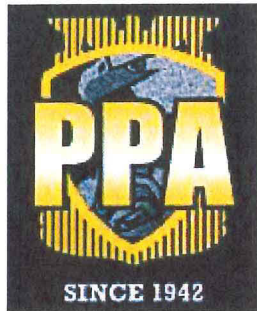
10-18-2013

Tentative Agreement

LABOR AGREEMENT

Between the

PORTLAND POLICE ASSOCIATION



and the



CITY OF PORTLAND

July 1, 201~~30~~ – June 30, 201~~73~~

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CONTRACT
between
CITY OF PORTLAND
and
PORTLAND POLICE ASSOCIATION

PREAMBLE

THIS CONTRACT entered into on this 3rd day of February, 20113 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.

ARTICLE 1

RECOGNITION

1.1 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.

1.2 As used in this contract, "officer" shall refer to members of the Association's bargaining unit unless otherwise specifically indicated.

ARTICLE 2

MANAGEMENT RIGHTS

2.1 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.

2.2 When the City is contemplating civilianizing a position, it shall provide the Association with sixty (60) days' notice of its intent to civilianize. The City shall provide the Association with all materials developed supporting the decision to civilianize the position, and any additional materials requested by the Association to evaluate the economic feasibility of the change in status of the position. If requested by the Association, the City and the Association shall meet to discuss alternatives to civilianization. The City retains the discretion to either partially or completely implement the civilianization, or to retain the position in sworn status.

2.3 Nothing in this Contract shall preclude the Bureau of Human Resources 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 herein.

ARTICLE 3

EXISTING STANDARDS

3.1 Standards of employment related to wages, hours and working conditions which are mandatory for collective bargaining except those standards modified through collective bargaining 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.

ARTICLE 4

PRODUCTIVITY

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

ARTICLE 5

AID TO OTHER UNIONS

5.1 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.

ARTICLE 6

CHECKOFF

6.1 The City agrees to deduct the Association membership initiation fee and insurance, and once each month, dues and any additional recurring and periodic Political Action Committee and other assessments made by the Association which have been agreed to by the member, 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.

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

6.3 The Association agrees that it will indemnify and save the City harmless from all suits, actions, and claims against the City or persons acting on behalf of the City whether for damages, compensation or any combination thereof, arising out of the City's faithful compliance with the terms of this Article. In the event of any suit or proceeding brought to invalidate this Article, both parties will actively defend the suit or action at their own expense. However, in the event any determination is made by the highest court having jurisdiction that this Article is invalid, the Association shall be solely responsible for any reimbursement.

ARTICLE 7

FAIR SHARE

7.1 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 the officer's fair share assessment. 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.

7.2 Upon receipt of written certification from the Association that it has implemented a procedure which complies with the United States Supreme Court's decision in *Chicago Teachers Union v. Hudson* and the amount of the fair share fee under that procedure, the City shall implement the fair share deduction.

7.3 The Association agrees that it will indemnify and save the City harmless from all suits, actions, and claims against the City or persons acting on behalf of the City whether for damages, compensation or any combination thereof, arising out of the City's faithful compliance with the terms of this Article. 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 the reimbursement to the Fair Share must be made to officers affected, the Association shall be solely responsible for the reimbursement.

7.4 The Association agrees to comply with federal and state law with respect to fair share payments.

ARTICLE 8

NO DISCRIMINATION

8.1 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, family and medical leave use, disability, sexual orientation, gender identity, source of income, familial status, union affiliation, or political affiliation. Nothing in this section, however, shall be construed to prohibit actions taken because of bona fide job qualifications.

8.2 All references to officers in this Contract designate both sexes, and wherever either gender is used, it shall be construed to include male and female officers.

ARTICLE 9

ASSOCIATION SECURITY AND RESPONSIBILITY

9.1 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.

ARTICLE 10

ASSOCIATION REPRESENTATIVES

10.1 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 or her duties as a representative of the Association on his or her 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 and general meetings (not to exceed 1,056 hours per year). The maximum yearly allowance shall be one hundred ninety-two (192) hours, for any one Executive Board member, with no restriction on the number of hours per month which may be utilized by the member. 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, provided the representative notifies his or her on-duty supervisor, whenever possible, prior to taking time from duty to engage in Association business that exceeds one hour. All Association activity will be reported on an appropriate time reporting form provided by Management.

10.1.1 Executive Board members not regularly assigned to day shift shall be considered to be assigned to day shift for Executive Board meetings. However, no more than one member from the same Reporting Unit and shift (afternoon, nights) shall be so assigned.

10.2 Upon sufficient notification, the Chief of Police shall place officers or representatives of the Association on special duty for the purpose of attending as official delegates, union conventions or conferences to the extent that such special duty does not interfere with the reasonable needs of the Bureau of Police. However, the total time for all such leaves will not exceed three hundred and twenty (320) hours per contract year. The Association will reimburse the City for such time the members spend on Special Duty.

10.3 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.

ARTICLE 11

ASSOCIATION BUSINESS

11.1 The City agrees to continue to pay to the Association President full pay and fringe benefits, in order to protect the President's pension accrual. Provided that in consideration of the full-time release of the Association President from police duties, the Association agrees to reimburse the City for one hundred percent (100%) of the Association President's police salary and fringe benefits. The City shall submit a monthly statement to the Association itemizing the amount of the Association's reimbursement obligation. The Association shall reimburse the City within ten (10) days of receipt of the statement.

11.2 The City shall continue to allow the Association to purchase the President's fringe benefits provided members of the bargaining unit covered by the collective bargaining agreement between the City and the Association at the group rates, and shall continue to allow the President to accrue pension credit.

11.3 Accrued vacation, compensatory time off, holiday compensatory time off and sick leave will remain on the books until such time as the President either returns to the Bureau as a full-time officer or the President's service with the City is terminated, whereupon the use of such accruals shall be governed by the appropriate contract provisions in effect at that time. No additional vacation, compensatory time, holiday compensation time or sick leave will accrue during the term of presidency of the Association.

11.4 During the times when the Association President and the City mutually agree that the President shall be assigned to police duties, the City agrees that the Association's reimbursement obligation under this Agreement shall be suspended.

ARTICLE 12

CONTRACT NEGOTIATIONS

12.1 Not more than five (5) members of the Association negotiating team (excluding the Association President) shall be permitted to engage in collective bargaining with the City's designated bargaining representatives without loss of pay. The shift and days off of negotiating team members shall be adjusted for the dates on which negotiations are held so that attendance at negotiations is on an on-duty basis. Members of the Association's negotiation team shall provide advance notice to their supervisors of the days on which negotiations are held. During mid-term bargaining, the Association shall limit the number of members of its bargaining team to the minimum number necessary to fully address the issue. On such days, the negotiating team member shall be entitled to a full day's pay regardless of the duration of the negotiation session. However, under no circumstance shall a negotiating team member be entitled to overtime pay if the negotiation session is longer than the member's regularly scheduled work day. The date, time and place for negotiating sessions shall be established by mutual agreement between the parties.

ARTICLE 13

SPECIAL CONFERENCES

13.1 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.

ARTICLE 14

STRIKES

14.1 The Association agrees that during the life of this Contract, there shall be no strikes, work stoppages, slow-downs, speed-ups, or any other non-protected 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.

14.2 Nothing herein shall be construed to restrict the Association's rights to engage in legal concerted action under the Public Employee Collective Bargaining Act.

ARTICLE 15

POLICIES AND PROCEDURES AND OTHER ORDERS

15.1 The Police Bureau and the Bureau of Human Resources will furnish the Association with copies of all policies and procedures, special, disciplinary and personnel orders when they are issued. Such materials shall include, but not be limited to, position announcements, job announcements, and training bulletins. When the Police Bureau is contemplating changing its policies and procedures, it shall provide the Association with all drafts of the to-be-amended policies and procedures and provide the Association with an opportunity to comment on the drafts. When the Bureau of Human Resources is contemplating changing its policies and procedures, it shall provide the Association with at least fifteen (15) days' advance notice of the proposed changes.

ARTICLE 16

NOTICE OF PROMOTIONAL SIGNUPS

16.1 The City shall distribute to all reporting units and the Association at least 30 days written notice of the opening dates for promotional examination signups. The remedy for the violation of this Article shall be the delay of the signup(s) until at least 30 days' notice has been provided, unless no officer is adversely impacted by the failure to give the appropriate notice.

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ARTICLE 17

MANUAL OF RULES AND PROCEDURES AND CONTRACT

17.1 The City agrees to furnish each officer of the bargaining unit with a copy of the Contract. The cost of producing the Contract will be borne by the Association. New officers will be provided with the above at the time of their appointment to the Bureau. A complete and current Manual of Policy and Procedures will be made electronically available to all officers when the manual is revised. Policies and Procedures, Special Orders and Chief's memos will be read or summarized as necessary at roll call or circulated to the officers. The information will also be posted. If an officer requests, the City will provide the officer with a paper copy of the complete and current Manual of Policy and Procedures.

17.2 The City will provide the PPA-Association with access to the City's electronic information systems as follows:

17.2.1 Unless otherwise prohibited by law or third-party contract, access shall be provided to: the City's intranet, NCIC/LEDS, CAD, ePPDS, EIS, Snapshot, R-View, and CAMIN.

17.2.2 Access shall be as currently extended to sworn officers in the Bureau. PPA-The Association agrees that only sworn Portland Police Bureau-member officers will be allowed access to the electronic information systems.

17.2.3 PPA-The Association shall be responsible for any cost of extending access as described herein.

General Intent: Housekeeping.

ARTICLE 18

LIST OF OFFICERS

18.1 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.

ARTICLE 19

BULLETIN BOARDS

19.1 The City agrees to furnish and maintain separate suitable bulletin boards in convenient places in each work area to be used exclusively 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.

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ARTICLE 20
DISCIPLINE

20.1 Disciplinary action or measures shall include only the following: written reprimand, suspension, or in lieu thereof, with the officer's concurrence, loss of vacation or non-FLSA compensatory time. Disciplinary action shall be for just cause and will be subject to the following grievance procedure. This section shall not apply to counseling and instruction. Verbal reprimands will not be used as the basis for subsequent disciplinary action unless the officer is notified at the time of reprimand, and if notified, the matter will be subject to the grievance procedure.

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

20.3 If the City requires an officer to submit to a fitness for duty evaluation, the officer shall have the right to obtain copies of all documents generated as a result of the evaluation. If the City's evaluation is that the officer is not fit for duty, the officer shall have the right to obtain a second non-binding opinion at the officer's own expense. The expense of the second opinion may be submitted for reimbursement to the City's health insurance system consistent with the City's Health Plan.

20.4 The City's Employee Information System and the information developed therein shall not form the basis for disciplinary action, but may be used for ~~reasons described in the parties' 2008 agreement settling Unfair Labor Practice Complaint UP-22-08~~ non-disciplinary notice purposes, such as development of work performance plans and letters of expectation. The reports from EIS may not be used by the City for disciplinary, transfer or promotion decisions. However, if the underlying data that appears in EIS is maintained separately by the City and is simply reflected in the EIS, nothing in this agreement prevents the City from making appropriate use of the underlying data in disciplinary, transfer or promotion decisions.

General Intent: The "reasons described in the parties' 2008 agreement" are inserted in lieu of the reference. This is part of the PPA's general goal of integrating all MOUs and settlement agreements executed since the last contract was ratified, where practical.

20.5 Employees who intentionally or negligently lose or damage City property are subject to discipline consistent with the terms of the collective bargaining agreement.

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ARTICLE 21

DISCHARGE AND DEMOTION

21.1 Discharge or demotion shall be for just cause, and in such case, an officer in permanent status may choose between two avenues of appeal:

21.1.1 The officer may exercise appeal rights under Chapter 4 Civil Service, Article 5 of the City of Portland Charter, or

21.1.2 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.

21.2 These two avenues of appeal do not apply to an officer who:

21.2.1 Is separated during the eighteen (18) months' entry level probationary period, or

21.2.2 Fails to successfully complete the twelve (12) months' probationary period in a promotional position and is reverted to the officer's former classification.

21.3 The City retains the right to restrict or suspend an officer's police powers during the pendency of investigation and imposition of discipline, criminal investigation, or pending clearance in a medical or psychological fitness for duty examination. ~~Except as placed on unpaid leave, an officer with restricted or suspended police powers shall continue to receive premiums arising out of his/her assignment prior to restriction. The City retains the right to end premium pay for officers with restricted or suspended police powers. The City will comply with ORS 181.789(4) when ending premium pay for officers with restricted or suspended police powers.~~ Removal of police powers shall not be considered disciplinary.

NOTE: Under Oregon law, ORS 181.789(4), an officer involved in a critical incident (officer involved shooting and in-custody death), must be placed on paid administrative leave for at least 72 hours after the incident. During that time, the officer cannot suffer any loss in pay or premiums.

ORS 181.789(4) "For at least 72 hours immediately following an incident in which the use of deadly physical force by a police officer resulted in the death of a person, a law enforcement agency may not return an involved officer to duties that might place the officer in a situation in which the officer has to use deadly physical force. A law enforcement agency may not reduce an involved officer's pay or benefits as a result of the law enforcement agency's compliance with this subsection."

Under this language, an officer involved in an officer involved shooting or in-custody death would continue to receive premiums while on administrative leave under Oregon law. Further, an officer involved in a critical incident retains police powers. However, in all other cases, the Chief of Police would retain the discretion to end the premium pay of an officer with restricted or suspended police powers during the pendency of investigation and imposition of discipline.

ARTICLE 22

GRIEVANCE AND ARBITRATION PROCEDURE

22.1 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. One purpose of the grievance procedure shall be to attempt to settle grievances at the lowest level possible.

22.2 **Step I.** Any officer or the Association claiming a breach of any specific provision of this Contract may refer the matter in writing to the officer's immediate supervisor outside the bargaining unit. This grievance shall be presented within twenty (20) calendar days from the earliest date that either the employee or the Association (by an Association officer, steward, or other representative) knew or reasonably should have known of the alleged violation.

22.2.1 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.

22.2.2 The supervisor shall respond to the grievance within twenty (20) calendar days, and shall make such response to the grievant and the Association.

22.3 **Step II.** If after twenty (20) calendar days from the date of the submission of the grievance to the supervisor, or from the date of the supervisor's reply, the grievance still remains unadjusted, the Association shall have twenty (20) calendar days to present the grievance in writing to the Chief of Police.

22.3.1 The Chief shall have twenty (20) calendar days in which to reply. If the Chief does not respond within the twenty (20) calendar days, or from the date of the Chief's response, if the grievance remains unadjusted, the Association shall have twenty (20) calendar days to present the grievance to the Bureau of Human Resources.

22.4 **Step III.** The Bureau of Human Resources shall have twenty (20) calendar days in which to reply. If the Bureau of Human Resources does not respond within twenty (20) calendar days, or from the date of the Bureau of Human Resources' response, the Association will have twenty (20) calendar days to notify the Bureau of Human Resources, in writing, of its intent to arbitrate.

22.5 To invoke arbitration, the City or the Association shall request from the Oregon Employment Relations Board, a list of the names of five (5) arbitrators. The arbitrator shall be selected by the method of alternate striking of names under which the first strike shall be determined by lot. 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 permanent list. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, amend, add to or detract from the terms of the contract. The arbitrator's decision shall be within the scope and terms of the Contract and in writing.

22.5.1 The arbitrator shall be asked to submit an award within thirty (30) days from the date of the hearing. The 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.

22.5.2 Each party shall be responsible for paying the costs of presenting its own case in arbitration, including the payment of witness fees, if any. The costs by the arbitrator, court reporter (if any), and the hearing room shall be borne by the losing party. Following the rendering of the arbitrator's decision, the parties shall meet and attempt to agree which is the "losing party". If the parties are unable to so agree, the question of who the "losing party" is shall be submitted to the arbitrator who rendered the decision in question. The arbitrator's subsequent designation of the "losing party" shall be final and binding. If the arbitrator cannot designate which party is the loser, each party will pay one-half (1/2) the cost of the arbitration.

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22.6 All grievances shall be in writing and clearly identified as a "Grievance." All grievances shall include the following information:

- The date the grievance is filed;
- The name of the grievant(s);
- The article(s) of this Agreement alleged to have been violated, or the discipline alleged to have been imposed without just cause;
- The place, date and time the grievance occurred;
- A short narrative explaining the facts and reasons supporting the grievance; and
- The remedy being sought.
- Upon request of the City, any missing information shall be supplied in a timely manner.

22.7 All responses to grievances shall be in writing and clearly identified as a "Grievance Response." All responses to grievances shall be sent to the aggrieved officer(s) with copies to the Association. All responses to grievances shall include the following information:

- The date of the response to the grievance;
- The name of the person making the response;
- The decision affirming or rejecting the grievance;
- The proposed remedy if the grievance is affirmed; and
- A short narrative explaining the facts and reasons supporting the affirmation or rejection of the grievance.
- Upon request of the Association, any missing information shall be supplied in a timely manner.

22.8 The members of the PPA Grievance Committee shall be allowed up to a maximum of two (2) hours on-duty time per meeting for meetings of the Committee if the meeting is attended in part by a representative of the City authorized to adjust grievances on its behalf.

This minor change integrates into Article 22.7 the last bullet point from Article 22.6, making Articles 22.6 and 22.7 consistent.

ARTICLE 23

SENIORITY

23.1 Seniority shall be defined as the length of uninterrupted service by the officer in the Bureau within the officer's Civil Service classification following the officer's 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. If an officer who has been promoted reverts to a position s/he formerly held, the officer's seniority shall be the sum of the seniority earned in the promotional class and in the class to which the officer reverts.

23.2 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.

23.3 In the case of voluntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacations. The transferring officer may not use seniority to bump another officer's shift or days off until 45 days from the date of the written request.

23.4 In the case of involuntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacation. In the event of an involuntary transfer, the City shall accommodate the shift and/or days off preferences of transferring officers immediately, and shall not involuntarily bump any other officer for at least thirty (30) days from the time the bumped officer receives notice of the bump.

23.5 For the purposes of this section, the phrase "Transferring Officer" shall refer to an officer desiring to change shifts, days off, or assignments, or an officer who is involuntarily transferred.

23.5.1 Within ninety (90) days of the execution of this Agreement, the Bureau shall prepare a form to be used by officers desiring to transfer between reporting units and/or from one shift, assignment, or day off configuration to another within the same reporting unit. For the purposes of this Agreement, this form shall be referred to as the "Transfer Request Form." The Transfer Request Form shall contain a place for transferring officers to indicate their preferences with respect to shifts and days off.

23.5.2 A transferring officer may complete a Transfer Request Form at any time. If the officer is seeking or anticipating a transfer, the officer shall file the Transfer Request Form with the Personnel Division of the Portland Police Bureau (Bureau). If the officer is seeking a change in days off or shifts which do not involve a transfer between reporting units, the Transfer Request Form shall be filed with the officer's shift commander. The Bureau will forward a copy of the Transfer Request Form to the location of the anticipated transfer.

23.5.3 In the event of a transfer between reporting units, the time frames referred to in Articles 23.3 and 23.4 of the collective bargaining agreement shall begin to run when the Bureau completes an Assistant Chief Action Form authorizing the transfer.

23.5.4 In the event of a change in days off or shifts that do not involve a change in reporting units, the time frames referred to in Articles 23.3 and 23.4 of the collective bargaining agreement shall begin to run when the transferring officer submits the Transfer Request Form.

23.5.5 When the Bureau knows that an officer's preferences as indicated on a Transfer Request Form will result in the displacement of the shift or days off of another officer (referred to herein as the Transferred Officer), the Bureau shall notify the Transferred Officer as soon as possible of the fact that he or she may be bumped.

23.5.6 The City shall accommodate the shift and/or days off preferences of transferring officers on a faster time schedule than that contained in Articles 23.3 and 23.4, if, in the Bureau's judgment, it is operationally sound to do so, provided that no other affected officer is bumped from his or her days off or shift who objects to the accommodation.

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

23.7 **Vacations.** Officers shall be allowed to select two vacation periods on the basis of seniority. Each vacation period must be of a minimum duration of one day. 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 the right of seniority only once each year. The sign-up deadline for the exercise of seniority in the selection of vacations shall be March 15 for the calendar year running from April 15 through April 14 of the following year. An employee cannot sign up for vacation in an amount in excess of the maximum accrual of vacation (defined for purposes of this section as paid vacation leave and paid holiday compensation leave) that the employee would have accrued as of the start of the vacation.

23.8 **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 the officer's present classification from a lower classification in which s/he held a permanent appointment shall be given a position in a lower classification. Seniority in the lower classification shall be established according to the date of 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.

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

23.9.1 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.

23.9.2 For the purposes of this section, New Year's Eve and Christmas Eve shall be treated as holidays.

23.10 **Seniority for Vacation Purposes upon Transfer.** If an officer is involuntarily transferred, the Bureau shall honor the officer's preselected vacation times, and shall not disrupt the preselected vacation times for other officers in the division to which the officer is involuntarily transferred. If an officer accepts a voluntary transfer, the Bureau shall attempt to accommodate, to the extent possible, the officer's preselected vacation times.

23.11 **Shift Overtime.** Where the overtime is not directly related to activities begun by an officer during the officer's regular shift, and where the planned overtime is anticipated to be four (4) hours or more in duration, the overtime shall be offered, in the order of seniority, to officers in the reporting unit. Once each eligible officer has had the opportunity to work shift overtime in a pay period, officers may once again use their seniority to work shift overtime as described above, and the seniority list shall rotate in the same fashion thereafter for the balance of the pay period. The City shall maintain a list in each reporting unit upon which officers must place their names indicating a willingness to work shift overtime. If an officer is incorrectly passed over for shift overtime, the officer shall be allowed to work a makeup overtime assignment within the next two pay periods following the discovery of the error. The officer and the Bureau shall mutually agree upon the makeup overtime assignment, which shall not displace another officer's already-selected overtime assignment. An officer who has been incorrectly passed over shall not be otherwise entitled to compensation for the missed overtime. This section shall not apply to overtime assignments of which the City has less than twenty-four (24) hours' notice.

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ARTICLE 24

VACATIONS

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

Years of Service	Bi-Weekly Accrual Rate	Annual Accrual Rate
0 to 4 years	3.08 hours	80 hours
5 to 9 years	4.62 hours	120 hours
10 to 14 years	5.38 hours	140 hours
15 to 19 years	6.15 hours	160 hours
20 to 24 years	6.92 hours	180 hours
25 years +	7.69 hours	200 hours

24.2 As used in this Article, “years of service“ shall include (1) time taken while on leave of absence without pay for military service; (2) time under temporary appointment in City service, and employment by the Dock Commission, the Exposition-Recreation Commission, and the Portland Development Commission; (3) Includes any continuous absence because of injury in the line of duty and, in the Bureau of Fire and Bureau of Police, because of occupational or service-connected disability approved by the Fire and Police Disability and Retirement Fund Board, if after that absence the officer returns to duty on a full-time basis for a continuous period of at least 30 days; and (4) Time taken while on approved leaves of absence without pay designated as pregnancy, parental and family leave under state and federal law. “Years of service” shall not include time in City service for which an officer receives pension benefits.

24.3 In the event that an officer is required by subpoena to appear to testify in court about a matter arising out of the officer’s official duties or is called back to work for any other reason during an authorized vacation-paid leave period, including vacation, days off, or on a holiday, the officer shall be paid for every day that an appearance is required as follows:

24.3.1 have the vacation day, holiday, ~~or~~ day off, or other paid leave restored; and

24.3.2 straight-time pay for hours actually worked, with a minimum payment of 4 hours at the straight-time rate.

24.3.3 ~~This provision Article 24.3~~ shall apply to days off that are contiguous to a block of two or more vacation paid leave days or to a day off that is contiguous to a day off which is contiguous to a block of two or more vacation paid leave days. For purposes of this section, a “block” of vacation paid leave days shall include two or more vacation paid leave days which are taken on the days preceding and/or following the officer’s regularly-scheduled days off. Days off shall be restored through the addition of the amount of hours in the officer’s normal work shift to the officer’s vacation paid leave accrual.

General Intent: The City is currently administering this article for all paid leave, not just vacation. The language change brings the contract in alignment with practice.

ARTICLE 25

ACCRUAL OF VACATION CREDITS

25.1 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. If an officer has approved vacation scheduled during the month of November or December that would allow him/her to avoid the forfeiture of vacation accrual and the time is not used due to illness, injury or the Employer requires the officer to work, the amount of vacation the officer was unable to take may be carried over in addition to the two (2) years' accumulation; however, the officer must use any vacation credit carried over in this manner within six (6) months. The scheduling of such vacation time shall conform with the manpower requirements established by the Bureau.

25.2 Upon the termination of an officer from service for any reason, or in the event of the officer's death, the officer or the officer's 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.

25.3 Officers who sign a commitment to retire in a specific calendar year shall be allowed to accrue vacation in addition to the provisions of section 25.1 of this Article for the purposes of vacation payment upon termination of employment. The amount of vacation paid shall not exceed three years' accrual and all vacation in excess of three years accrual shall not be considered accrued vacation and shall be forfeited. Officers making a commitment to retire shall specify the date of their retirement and shall forfeit any accrued vacation in excess of the carryover limit set in section 25.1 above if they do not retire on that date.

ARTICLE 26

SICK LEAVE

26.1 A member shall be allowed to use sick leave for his/her own illness or injury, or for illness or injury in the immediate family under the terms of subsection 26.7 of this Article.

26.2 Any officer may be required to furnish a doctor's certificate for each day of sick leave use. Any officer who is found to be misusing sick leave may be subject to discipline. If the Association has reason to believe the requirement for a doctor's certificate has been imposed unfairly and without cause, the Association may take the matter to the Chief or the Chief's designee for review. The requirement for a doctor's certificate shall be for a designated period which may be renewed should there be no improvement in sick leave usage.

26.3 Officers shall not use any prescription or non-prescription medications which interfere with the safe and effective performance of duties or operation of City equipment or vehicles, without notifying their supervisor prior to beginning work or operating the equipment or vehicles. If an officer is using a prescription or nonprescription medication which may interfere with the safe and effective performance of duties or operation of City equipment or vehicles, the officer shall consult with the treating physician or pharmacist to determine if the medication will, in fact, have such an effect.

26.4 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. Time used for medical and dental appointments will be charged against accrued sick leave. For purposes of the use of sick leave, there shall be no maximum accrual of sick leave.

26.5 **Unused Sick Leave Upon Retirement: Fire and Police Disability and Retirement Fund & Oregon Public Services Retirement Plan Members.** An officer who is FPD&R Tier 1 or 2 or FPD&R Tier 3/PERS OPSRP who has accumulated sick leave at the time of 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 2,064 hours. The cash value of such credit will be calculated on the basis of the officer's pay rate at the time of retirement.

26.5.1 Upon retirement, an officer shall receive a lump sum cash payment for the sick leave credit.

26.5.2 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. If the ordinance, statute, or rules for calculating the death benefit of a member of either the Fund or the PERS are amended to include the value of unused sick leave; this section will be amended to assure that double recovery does not occur.

26.5.3 This provision shall not apply to unit members who are PERS Tier 1 or 2.

26.6 **Public Employee Retirement System Members.** Individuals covered by the Public Employee Retirement System (PERS) Tier 1 or 2 shall be permitted to convert unused sick leave upon retirement in accordance with ORS 238.350 and PERS administrative rules.

26.7 In situations where an officer's spouse, parent, child or other person for whom the officer is legal guardian, becomes ill or injured and alternate means of transporting or caring for such person cannot be arranged immediately by the officer, the officer shall be permitted to use vacation time or sick leave. A maximum of five (5) days (40 hours) sick leave per year may be used as provided in this subsection. The officer may be required to submit a doctor's certificate for any absence of three (3) days or more within a period of five (5) working days.

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ARTICLE 27

DEATH LEAVE

27.1 Up to three days shall be allowed an officer without deduction in pay by reason of the death of a member of the officer's immediate family. With the approval of the Chief of Police or his/her designee, an additional three days leave with no deduction in pay may be allowed for necessary funeral travel time. If the death is of the officer's spouse or child, the Chief shall have the discretion to approve up to a total of thirty (30) days of paid death leave, including the leave described elsewhere in this article. The Chief's decision shall be final, and shall not be subject to the grievance procedure.

27.2 As used in this Agreement, an officer's immediate family includes, the officer's 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, and grandparents-in-law. The word "spouse" shall include "domestic partners" and "in-laws" shall include a domestic partner's father, mother, sister, brother, son, daughter, and grandparent.

General Intent: PPB DIR 210.21 currently allows death leave for grandparent-in-laws. The additional clarification about the term "spouse" including "domestic partner" is simply a reference to existing Article 50.

27.3 Subject to the reasonable staffing needs of the City, officers in the same Reporting Unit as a member who dies shall be allowed four (4) hours of funeral leave to attend the funeral or memorial service held for the deceased member.

ARTICLE 28

PREGNANCY, PARENTAL AND FAMILY LEAVE

28.1 **Pregnancy 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, compensatory time off, 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.

28.2 **Parental Leave.** Parental Leave under state law shall be provided in accordance with City Code 4.24.180 and the City's Administrative Procedures. Officers on parental leave shall be allowed to use sick leave, vacation credits or compensatory time off during the period of parental leave as provided by state law. Parental leave entitlement under federal and state law may only be taken on an intermittent basis with RU manager approval for each instance of intermittent leave requested.

28.3 **Family Leave.** Family Medical Leave under state law and Family Leave under the federal Family and Medical Leave Act (referred to collectively as family leave) shall be provided in accordance with applicable state and federal laws. For purposes of family leave, the City agrees that "spouse" includes "domestic partner".

28.4 If an officer has qualified for family leave and has exhausted all other forms of paid leave, the officer may use sick leave in cases of a "serious health condition" (as defined in state law) in the officer's immediate family (as defined in ORS state law and Articles 48.4 and 50 Domestic Partners of this Labor Agreement). If the duration of the officer's family leave is longer than the amount of the officer's accrued paid leave (not including sick leave), the officer may choose to be placed on unpaid leave of absence or sick leave for the duration of the family leave after using all other accrued paid leave. However, an officer may choose to reserve a total of 80 hours of combined compensatory and vacation leave for future use. In no event may an officer use sick leave under this section to extend family leave beyond twelve (12) weeks per calendar year.

ARTICLE 29

LEAVE OF ABSENCE

29.1 Upon showing good cause, an officer may be granted a leave of absence without pay for a period not to exceed thirty (30) days upon approval by the Chief of Police or the Chief's designee. The Chief, or the Chief's designee, will show good cause for denying such leaves. Such leaves may be renewed or extended for any reasonable period by the Chief of Police or the Chief's designee.

ARTICLE 30

EDUCATIONAL LEAVE

30.1 An officer may upon approval of the Chief of Police or the Chief's designee be granted a leave of absence without pay for educational purposes at an accredited institution when it is related to the officer's employment. The Chief, or the Chief's designee, will show good cause for denying such leaves. The period of such leave may be for up to one (1) year, but may be renewed or extended at the request of the officer, and at the discretion of the Chief of Police or the Chief's designee.

ARTICLE 31

MILITARY SERVICE LEAVE

31.1 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 Human Resources Administrative Rule (HRAR) 6.7.

ARTICLE 32

OTHER LEAVES OF ABSENCE

32.1 Officers may also upon approval by the Chief of Police or the Chief's designee 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.

ARTICLE 33

RETURN FROM LEAVE OF ABSENCE

33.1 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 or her position with the City effective the date the leave commenced.

ARTICLE 34

SALARY DIFFERENTIAL BETWEEN BASIC CIVIL SERVICE CLASSIFICATIONS

34.1 There shall be maintained a minimum differential of fifteen percent (15%) between the ranks of officers.

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ARTICLE 35

HAZARD PAY AND SERGEANT PREMIUM

35.1 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.

35.2 Six percent (6%) hazard premium pay shall be paid to ~~Police Officers and Sergeants~~ all officers assigned full-time to the Drug and Vice Division (DVD), Special Emergency Reaction Team (SERT) and the Explosives Disposal Unit (EDU). Effective January 1, 2014, six percent (6%) hazard premium shall be paid to all officers assigned full time with a canine. Officers assigned to more than one unit that qualifies for hazard pay under Article 35.2 shall receive no more than a six percent (6%) premium under Article 35.2. DVD Sergeants who are receiving a three percent (3%) premium pursuant to Article 37, Work Assignment in Higher Classification, shall receive no greater than a six percent (6%) premium.

35.3 Effective January 1, 2014, members holding the rank of Sergeant who are in a full-time, uniformed assignment and who patrol or respond to calls for service shall receive a premium of five percent (5%). This premium shall apply to all Sergeants assigned full time to the Operations Branch (precincts, Traffic Division, Transit Division, Youth Services Division) and Tactical Operations Division (two uniformed Gang Enforcement Team Sergeants and one uniformed Gun Task Force Sergeant). The parties agree to supplement this list of assignments that qualify for the Sergeant premium should the Police Bureau create new assignments in which members holding the rank of Sergeant are in a full-time, uniformed assignment and patrol or respond to calls for service.

Article 35.3 resolves Grievance No. 12-01.

35.4 Sergeants eligible for hazard pay under Articles 35.1 or 35.2 and the Sergeant premium under Article 35.3 shall receive both the hazard pay premium and the sergeant premium.

Article 35.4 ensures that a sergeant who qualifies for both hazard pay and sergeant premium will receive both premiums.

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ARTICLE 36

BI-WEEKLY COMPENSATION

36.1 Bi-weekly compensation of officers shall be paid by the second Friday following each pay period. The officer's compensation check and annual W-2 form shall be in an enclosed, sealed envelope. All newly hired officers will receive their compensation through direct deposit to their designated financial institution and their itemized wage statements (remittance statements) will be available electronically through PortlandOnline. Newly hired officers may request to receive paper checks in lieu of direct deposit or receive paper remittance statements.

36.2 Unless an officer requests a paper remittance statement, officers shall receive electronic remittance statements, which shall clearly state as separate line items the description of all compensation and benefits earned for the pay period and year-to-date, including but not limited to wages; each premium and each form of overtime; all deductions; all pay outs; all forms of leave; and all taxes and other withholdings.

Article 36.1 incorporates proposed BHR Rule 8.04. The parties have already agreed in principle to move to electronic pay stubs that clearly identify all pay and withholdings. We'd like to get the electronic pay stubs sorted out by March 1, 2014. Here are the items we'd like to see on the electronic pay stubs:

- Regular Salary Pay – Regular Hours worked
- Overtime 1.50
 - Bureau OT
 - Union OT
- Court Appearance 1.5
- Callback 1.50
- PPA Standby Pay
- Longevity Pay Police
- PPA 10% Coach Pay
- PPA 6% Hazard Premium
- PPA 5% Sergeants Premium
- PPA 3% Supervisor Premium
- PPA 2% Education Premium
- PPA Night shift - Shift differential during regular hours and OT hours
- PPA Afternoon Shift - Shift differential during regular hours and OT hours
- Working Out of Class.
- Holiday Premium 1.5 – This will show only hours worked inside scheduled hours on a Holiday any hours entered outside normal schedule will show as Overtime 1.50.
- OT Comp Time Payout – When Comp time is paid out to the employee per request or end of Calendar year
- Holiday Payout – When Holiday Comp is paid out to the employee per request or end of calendar year
- Difference Other Pay, if used, must itemize specific nature of pay
- Quotas (current total, current used, and over max)
 - Vacation leave
 - Sick Leave
 - Sick Dependent Leave
 - Military Leave
 - Jury Duty
 - Unpaid Leave
 - OT Comp Time
 - Holiday Comp Time
 - Personal Holidays

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ARTICLE 37

WORK ASSIGNMENT IN HIGHER CLASSIFICATION

37.1 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 the officer's own for a period of one full shift or more, the officer shall be paid regular salary plus 8.25%, or the entrance rate of the higher classification, whichever is higher. When a sergeant works out of classification as an acting lieutenant and incurs overtime, the sergeant's overtime rate of pay shall be based on the sergeant's regular salary plus 8.25% plus any other applicable premiums. 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 one full shift or more, the officers filling the position will be paid the higher rate for all time worked in the higher class. Whenever an officer is permanently or temporarily assigned as a supervisory sergeant or as a detective or criminalist supervising detectives or criminalists in the Investigations or Forensic Evidence Division, the officer shall be paid for all time so worked at the highest rate paid for Sergeant, Detective or Criminalist, plus three percent (3%).

The new language "When a sergeant works..." resolves Grievance No. 11-14. The insertions in the last sentence are housekeeping. All other pay practices under this article shall remain the same.

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

ARTICLE 38

CLOTHING ALLOWANCE

38.1 The clothing allowance for plainclothes officers shall be \$390.00 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.

38.2 Payment shall occur no later than the second pay day in August of each year.

ARTICLE 39

EQUIPMENT ALLOWANCE

39.1 The City will also arrange for purchase of uniforms on a fit-to-size basis. Each uniformed officer shall receive \$90.00 per year for the purchase of job-related equipment (example: gloves, and other incidentals, etc.).

39.2 The City shall furnish officers all required equipment, to include flashlights and handcuffs. The recommended standards for required equipment and clothing shall be set by the Safety Committee and the Uniform Committee. However, the final decision will be left to the Chief of Police or the Chief's designee.

39.3 Payment shall occur no later than the second pay day in August of each year.

ARTICLE 40

VEHICLE USE AND CARE

40.1 An officer assigned to active motorcycle duty will be permitted to garage the officer's assigned City motorcycle at home. If an officer is required to take a City vehicle home as part of a job assignment, the City shall not assess the officer any fees for the use of the vehicle unless required to do so by the Internal Revenue Code or the regulations enacted thereunder. Washing and maintenance service of the vehicle will be done during regular duty time.

ARTICLE 41
MILEAGE RATE

41.1 Whenever an officer is authorized to utilize his or her own vehicle in the performance of the officer's official City duties, the officer shall be compensated at the current rate paid by the City.

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ARTICLE 42

EDUCATION REIMBURSEMENT PROGRAM AND EDUCATION PREMIUM

42.1 For the purpose of encouraging officers to pursue appropriate formal education, the parties agree to continue the present Education Reimbursement Program on the following terms:

42.2 **Eligibility:** In order to qualify for the Education Reimbursement 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 of ninety (90) quarter hours or sixty (60) semester hours, or (b) have completed five (5) years of service. Disbursement shall only be made to City employees.

Housekeeping.

42.3 **Education Reimbursement:** Upon verification of successful completion of at least three (3) hours of pre-approved college credit earned at an accredited college or university, an officer shall be entitled to reimbursement of education costs. If the reimbursement is for a course taken as part of an undergraduate degree program, the amount of reimbursement shall be limited to the actual cost of tuition of up to thirteen and one-half (13.5) quarter hours per fiscal year, and registration fees at Portland State University, subject to proration in the event the fund maximum is met. If the officer already has an undergraduate degree, or if the course is not taken as part of an undergraduate degree program, the officer shall be entitled to a lump sum reimbursement of \$260.00 for education costs, subject to proration in the event the fund maximum is met. For purposes of this section, one semester hour shall be the equivalent of 1.5 quarter hours.

42.4 **Approved Courses:** Payments made under the Education Reimbursement 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 the Chief's designee. All courses must be taken on the officer's own time. Courses successfully challenged will not be eligible for payment under this program.

42.5 The City's maximum obligation under the Education Reimbursement Program shall be Eighteen Thousand Dollars (\$18,000) per year for eligible applications submitted by the appropriate due date.

42.6 **Effective January 1, 2013, a**An officer holding a bachelor's degree from an accredited college or university shall receive an additional premium of two percent (2%) of Top Step Police Officer wage, paid in equal installments each pay period, as an Education Premium.

The settlement in Grievance 13-01 whereby the education premium is paid on all forms of OT and on all paid leave shall remain in full force and effect.