TA June 186427 Harris 10/2/13

CITY OF PORTLAND

PPCOA PACKAGE PROPOSAL

September \$, 2013 OCF 2, 2013

6/02/101's 103

ART 15: HEALTH AND WELFARE - CONTINUE 95/5 BENEFITS CONTRIBUTIONS

ART 19: HOLIDAY COMPENSATION - ELIMINATE HOLIDAY COMP TIME

ART 21: CLOTHING/EQUIPMENT ALLOWANCE - STATUS QUO

ART 26: PROFESSIONAL DEVELOPMENT - STATUS QUO

ART 27: COMMANDING OFFICER EVALUATIONS

ART 32: SALARY

- .9% COLA effective on ratification; 1% 5% IN YEAR 2
- DELETE LONGEVITY FROM THIS SECTION; MOVE TO SCHEDULE A
- FITNESS PREMIUM 1% TOP STEP LIEUTENANT -STATUS QUO

ART 43: TERMINATION AND DURATION - TWO-YEAR AGREEMENT

SCHEDULE A: SALARY RATES - BUILD IN LONGEVITY STEPS

The Mou Dated ____ will govern any exceptions to this way salong provision"

Explanation of City's Article 32 Proposal 9/27/13

PPCOA members will not suffer a loss of pay due to the elimination of longevity premiums during the term of the agreement.

- We have added a two year step of 4% to the classifications of Lieutenant and Captain.
- We have added a one year step of 4% to the classification of Commander.

• PPCOA members who have one year in their current classification on ratification will automatically move to the one year step of their classification as of July 1, 2013. PPCOA members who have at least two years in their current classification on ratification will move to the two year step of their classification effective July 1, 2013.

Any PPCOA members who have not reached one year in their classification on ratification will move to the one year step or the two-year step on the anniversary of their appointment date into their classification.

Employees who reach the 25 years longevity level between 7/1/13 and 6/30/15 will receive 2% longevity premium on their PPB anniversary date.

Any PPCOA members who have not reached two years in their classification on rotification will move to the two year step on the auniversary of their appointment date into their classification

Exhibit A Page 2 of 19 City of Portland – PPCOA Negotiations City Counterproposal June 12, 2013

ARTICLE 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 commanding officers employed in the Police Bureau of the City of Portland, excluding confidential and supervisory employees as defined in ORS 243.650 (6) and (23). <u>As used in this agreement the terms "commanding officer" or "commanding officers" refers to any Lieutenant, Captain, or Commander who is a member of the bargaining unit.</u>

The parties agree that the ranking commanding officers assigned to the Personnel and Internal Affairs **Professional Standards** Divisions are confidential and excluded. With the exception of Articles 30 and 31, these commanding officers shall receive all the benefits of this collective bargaining agreement. It is also agreed that the Deputy Chief(s) and the Assistant Chief(s) positions are supervisory employees. As used in this agreement the terms "commanding officers" or "commanding officers" refers to any Lieutenant, Captain, or Commander who is a member of the bargaining unit.

12.07 - 12:07

City of Portland – PPCOA Negotiations City Counterproposal June 12, 2013

ARTICLE 7 - ASSOCIATION RIGHTS

A. Current language.

B. Current language.

C. Current language.

D. Current language.

E. Current language.

F. Current language.

G. Current language.

H. The City will furnish the Association with copies of all general, special, disciplinary and personnel orders when they are issued. Such orders shall include, but not be limited to, position announcements, job announcements, and training bulletins. When the City is contemplating changing its general orders, it shall provide the Association with all drafts of the to-be-amended general orders and provide the Association with an opportunity to comment on the drafts.

I. The City agrees to furnish each commanding officer of the bargaining unit with a copy of the applicable Rules Book (s). and provide him/her a copy of the Contract. The cost of printing the Contract will be borne by the Association. Newly promoted commanding officers will be provided with the above at the time of his/her promotion. The City will provide the Association with a signed original and electronic copy of the labor agreement.

J. Not more than four (4) three (3) 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. The date, time and place for negotiating sessions shall be established by mutual agreement between the parties.

City of Portland – PPCOA Negotiations City Counterproposal June 12, 2013

ARTICLE 15 - HEALTH AND WELFARE A. Labor/Management Benefits Committee

1. The parties agree to the continuation of the City-wide Labor/Management Benefits committee. The committee will consist of twelve (12) fourteen (14) members. One member shall be appointed from each of the following labor organizations: the District Council of Trade Unions (DCTU), the Portland Fire Fighters' Association (PFFA), the City of Portland Professional Employees Association (COPPEA), AFSCME, Local 189 representing Emergency Communications Operators (BOEC), Municipal Employees, Local 483 representing Recreation Instructors (Recreation), and the Portland Police Commanding Officers Association (PPCOA) and AFSCME Local 189 representing the Housing Bureau. The remaining six members shall be appointed by the City.

2. A quorum of $\frac{\text{ten}(10)}{\text{twelve}(12)}$ voting members is required for the committee to take action. An absent committee member may designate a substitute with full voting authority. Any committee member may invite one or more visitors to attend committee meetings.

3. Current language

4. In order to make a recommendation to the City Council, at least $\frac{\text{ten}(10)}{\text{twelve}(12)}$ committee members must vote in favor of the recommendation. The committee shall be responsible for establishing internal committee voting and decision-making processes.

5. Current language

6. Current language

7. Current language

B. Benefits Eligibility Current language

C. Plan Options

By the end of the Open Enrollment period for the 2010 – 2011 Plan Year, e Employees will enroll in the following healthcare plan options: CityCore/VSP, Kaiser NW HMO/Kaiser Vision, ODS Dental, Kaiser NW Dental.

D. **City Contributions**

For the duration of this Labor Agreement unless mutually agreed to by the parties, the City shall contribute ninety-five percent (95.0%) of the combined total medical, vision and dental rates adopted by City Council for the one party, two-party or family enrollees (whichever applies) for each of the medical, dental and vision options provided.

Benefit coverage for domestic partners will continue. Availability of domestic partner benefit is subject to continuing availability from the City's benefit employee benefit insurance carriers. The Committee will recommend eligibility rules governing domestic partner benefit coverage to the City Council.

- Ε. **Employee Contributions** Current language
- F. Health Fund Reserves Current language
- G. Survivor Benefits Current language
- H. Life Insurance Current language
- I. Federal Health Legislation Current language
- J. **Disability Insurance** Current language
- К. Funeral Expenses Current language
- L. Voluntary Participation in a Dependency Program Current language

AUL 10/0/13 12/2 Mm 10/0/13 10:12

186427 10/2/13 12:08 BAUL Jour 2013

City of Portland – PPCOA Negotiations City Counterproposal June 12, 2013

ARTICLE 16 - CONTINUATION OF CITY-PAID HEALTH AND WELFARE BENEFITS TO OFFICERS WHO ARE INJURED ON THE JOB OR WHO HAVE AN OCCUPATIONAL ILLNESS OR INJURY

Current language with the following two exceptions:

O. An injury or occupational illness is considered service connected if it is an accepted worker's compensation claim for PERS <u>or OPSRP</u> participants or is determined to be service connected by the Fire and Police Disability and Retirement Fund.

P. PERS <u>or OPSRP</u> commanding officers who have a deferred worker's compensation claim will be treated as if they have an accepted worker's compensation claim for purposes of City-paid medical, dental, vision, and life premiums. If a commanding officer's claim is accepted, they will be eligible to receive up to a total of twenty-four (24) months of City paid coverage as described in Section 16 (A) above. If a commanding officer's claim is denied, Citypaid coverage will continue through the end of the month in which the denial is issued. City of Portland – PPCOA Negotiations City Proposal June 12, 2013

ARTICLE 19 - HOLIDAY COMPENSATION

Effective January 1, 2011, e Commanding officers shall receive eleven (11) holidays per year. Seven (7) of the holidays shall be personal holidays to be taken at the mutual convenience of the commanding officer and the City. The remaining four (4) holidays shall be New Years Day, Independence Day, Thanksgiving and Christmas, and shall be recognized and observed as guaranteed paid holidays.

Personal holidays which have not been used during the calendar year in which they accrue shall be forfeited.

Commanding officers shall not normally be scheduled to work on any of the four (4) designated holidays. If a commanding officer is ordered to work on one of the designated holidays, he/she shall receive premium compensation of time and one-half in addition to regular pay. in the form of either wages or compensatory time off, the form being at the sole-discretion of the commanding officer

A commanding officer whose scheduled day off falls on one of the four (4) designated holidays shall receive a postponed holiday, with pay, to be taken at the mutual convenience of the commanding officer and the City. The number of hours credited to the commanding officer's account will be determined by the regular shift he/she was assigned to on the day before and the day after the holiday. For example, a commanding officer working an 8-hour shift shall receive eight (8) hours of holiday pay versus a commanding officer who normally works 10-hour shifts who shall receive ten (10) hours of holiday pay.

Eligibility for holiday pay under the preceding paragraph is contingent upon the commanding officer being in pay status on the work day preceding the designated holiday and on the work day following the holiday.

Compensatory time <u>off for work on a designated holiday</u> accrued under this section <u>prior to</u> <u>the effective date of this labor agreement shall be used by June 30, 2015. Any accrued</u> <u>compensatory time remaining after June 30, 2015 shall be forfeited.</u>; not exceeding sixty (60) hours may be carried from one calendar year to the next. Upon termination from service for any reason, or in the event_of death, the commanding officer, or his or her heirs, shall be entitled to an immediate lump sum payment for compensatory time accrued under this section. 1213

City of Portland – PPCOA Negotiations City Counterproposal June 12, 2013

0/02/2013

ARTICLE 28 - REGULATION OF OUTSIDE EMPLOYMENT A. Secondary Employment

A commanding officer's outside employment shall not be regulated by the City except as it relates to work which is incompatible with or would tend to bring discredit on the Police Bureau.

1. Following an annual reminder by the Bureau, all commanding officers will notify the City prior to engaging in secondary employment through the submission of an extra employment form. Both the Association and the City shall mutually agree upon the design and content of the form.

2. The commanding officer's Bureau employment must always remain the employee's primary job.

B. Special Duty for Second Employers - Deleted

City of Portland – PPCOA Negotiations City Counterproposal August 19, 2013

ARTICLE 29 - EMPLOYMENT RIGHTS

D. When the Investigation Results in Charges Being Filed

1. The commanding officer, upon request, will be furnished with a copy of all materials developed in the investigation that will contain all material facts of the matter. Such materials will be provided no later than seven (7) days prior to the commanding officer's mitigation hearing <u>due process meeting</u>, and shall include any transcripts the City has prepared of recorded interviews. The obligation to disclose information to the officer under this section shall not apply to information required to be maintained as confidential under federal or state law.

2. The <u>Unless prohibited by state law protecting the identity of whistleblowers, the</u> commanding officer will be furnished with the names of all witnesses and complainants who will appear against him/her and/or whose statements will be used against him/her.

All other provisions will remain unchanged from the 2010 – 2013 labor agreement

8642

0/02/2013

City of Portland – PPCOA Negotiations City Counterproposal June 12, 2013

ARTICLE 30 - DISCIPLINARY ACTION

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

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

A commanding officer who is suspended, demoted, or discharged may choose between two avenues of appeal: (1) the commanding officer may exercise appeal rights under the Bureau of Human Resources Administrative Rules of the City of Portland, or (2) the Union 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 a commanding officer who fails to successfully complete the twelve (12) month's probationary period in a promotional position and is reverted to his/her former classification. The twelve (12) month probationary period for a promotional position excludes any period of time off exceeding 120 consecutive work hours, or 160 total work hours. In these instances, the commanding officer's probationary period will be extended by the time in excess of 120 consecutive working hours or 160 total working hours.

A commanding officer who fails to complete the probationary period may be removed from the position without a statement of cause. A promoted individual so removed shall have return rights to a classification in which the commanding officer formerly held status, beginning with the most recently held classification, unless he/she has been dismissed for cause.

If the City requires a commanding officer to submit to a fitness for duty evaluation, the commanding 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 commanding officer is not fit for duty, the commanding officer shall have the right to obtain a second non-binding opinion at the commanding 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.

10/01/2013

The City's Employee Information System and the information developed therein shall not form the basis for disciplinary action. Nothing in this agreement prevents the City from making appropriate use of the underlying data which appears in EIS, that is maintained separately by the City and is simply reflected in the EIS, in disciplinary, transfer or promotion decisions.

The parties continue to agree that City Resolution No. 35326 adopted by Council on November 2, 1994, shall apply to disciplinary matters concerning PPCOA members for conduct on or after December 9, 1995.

City o Portland – PPCOA Negotiations City Counterproposal June 12, 2013

<u>,</u>*

ARTICLE 31 - GRIEVANCE PROCEDURE

To promote better City – Association relations, both parties pledge their immediate cooperation to settle any grievance or complaint that might arise out of the application of this Contract, at the lowest level possible and the following procedure shall be the sole procedure to be utilized for that purpose. Any settlement of a grievance under this Article, which would alter or amend the terms of this agreement or any side bar or memorandum of understanding, shall not be binding on either party unless the settlement, or memorandum of agreement or side bar agreement, is approved in writing by the president of the Association and the Director of the Bureau of Human Resources.

The time limits prescribed in these provisions may be extended by a written mutual agreement between the City and Association. Days as used in this Article shall refer to work days, exclusive of Saturday, Sunday and designated holidays.

Step I. The Association or any commanding officer claiming a breach of any specific provision of this Contract may refer the matter, in writing, with or without the Association, to the Chief of Police. 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 twenty (20) days from the date thereof. The Chief shall have twenty (20) days in which to reply. The response shall be in writing and made to the grievant and the Association.

Step II. If, after twenty (20) days from the date of the submission of the grievance to the Chief, or from the date of the reply, the grievance still remains unadjusted, the Association may present the grievance to the Commissioner-in-Charge. A copy of the grievance shall be sent simultaneously to the Bureau of Human Resources. Within one week of receipt of the grievance, the Commissioner-in-Charge shall either retain jurisdiction of the grievance at this level or will refer jurisdiction of the grievance to the Bureau of Human Resources for resolution.

Step III. The Commissioner-in-Charge or the Bureau of <u>Personnel Bureau of Human</u> <u>Resources</u> shall have twenty (20) days in which to reply. If the grievance has been delegated to the Bureau of Human Resources, a copy of the reply shall be sent simultaneously to the Commissioner-in-Charge. If the Commissioner-in-Charge or the Bureau of Human Resources does not respond within twenty (20) days, or from the date of the response, the Association will have fourteen (14) days to serve notice, in writing, to the Bureau of Human Resources, with a copy of the notice sent simultaneously to the Commissioner-in-Charge, of its request for mediation or its intent to arbitrate. Jou la.

Step IV. If the Association and City agree to mediate a specific grievance, the Association and the City shall mutually request mediation through the services of the State Conciliation Service.

Step V. If the parties are not in agreement after the completion of mediation, the Association will have fourteen (14) days to serve notice, in writing, to the Bureau of Human Resources, with a copy of the notice sent simultaneously to the Commissioner-in-Charge, of its intent to arbitrate.

Step IVI. After the Bureau of Human Resources has been notified that the Association intends to arbitrate, the parties shall select an arbitrator by such methods as they may jointly elect. If they are unable to agree on such method, then the parties shall jointly request the Employment Relations Board to provide a list of the names of seven (7) arbitrators, the arbitrator to be selected by the method of alternative striking of names, with the Association striking the first name objectionable to it and the City then striking the first name objectionable to it. The final name on the list shall be the arbitrator.

The arbitrator's decision shall be final and binding on both parties, but the arbitrator shall have no power to alter in any way the terms of this agreement. The decision of the arbitrator shall be within the scope and terms of this agreement and the arbitrator shall be requested to issue the decision in writing, indicating findings of fact and conclusion, to both parties within thirty (30) days after the conclusion of the proceedings, including filing of briefs, if any. The decision may also provide retroactivity prior to the date the grievance was first filed with the Chief and shall state the effective date.

When the City has mathematically erred in computing or paying a commanding officer's pay or other benefits, such pay or benefits shall be awarded the commanding officer at the time the error is discovered by the City or otherwise brought to the City's attention.

Each party shall be responsible for paying the costs of presenting its own case in arbitration, including the payment of witness fees, if any. Expenses for the arbitrator's services and the proceeding shall be borne equally by the parties. If either party requests a court reporter, the requesting party shall pay the fee. In the event both parties request a transcript, the fee shall be borne equally by the parties.

City of Portland – PPCOA Negotiations City Counterproposal August 22, 2013

ARTICLE 32 - SALARY

1. Effective <u>on ratification</u> 20011, Schedule "A" wage rates will be increased by the Portland-Salem, OR-WA CPI-W with a minimum of one percent (1%) and a maximum of five percent (5%) <u>nine-tenths of one percent (0.9%)</u> at each step of the Salary Rates.

Upon adjustment of the 2010-11 salary schedule on July 1, 2011 for cost-of-living increase as described above, an additional three percent (3%) increase shall be applied to the salary schedule as an adjustment to the market (based on the following comparable cities: Fresno, Long Beach, Milwaukie, Oklahoma City, Sacramento, Scattle).

2. Effective July 1, 2012 2014, Schedule "A" wage rates will be increased by the Portland-Salem, OR-WA CPI-W with a minimum of one percent (1%) and a maximum of five percent (5%) at each step of the Salary Rates.

3. The Mou Dated ____ will govern any exceptions to this salary article.

3. Longevity

Upon the completion of their fifteenth year of service with the Bureau, commanding officers shall receive longevity pay of 2.0%. Upon the completion of their twentieth year of service with the Bureau, commanding officers shall receive longevity pay of an additional 2.0%, for. total longevity pay of 4.0%. Upon the completion of their twenty-fifth year of service with the Bureau, commanding officers shall receive longevity pay of an additional 2.0%, for total longevity pay of 6.0%.

Longevity-pay shall be calculated on the basis of the commanding officer's regular rate of pay.

For purposes of this section, time worked for another law enforcement agency by a commanding officer who has transferred to City employment under ORS 236.605 to 236.640 (Transfer of Public Employees) shall be considered to be time worked with the Bureau.

4. Physical Fitness

Effective July 1, 2011, Members passing the Bureau's Health & Fitness test shall receive a premium in the amount of 1% of Top Step Lieutenant. To receive the premium, members must qualify annually. The Bureau's Health & Fitness test will be administered once per year; individuals who do not pass the first time will be allowed to take the test a second time.

0/01/1013

5. In the event that City revenue sources should be decreased by the passage or impact of a tax limitation measure, legislatively mandated change, cut back in Federal and/or State revenue sharing, or any other conditions causing a worsening of the City's financial position, the City Council and the signatory labor organizations agree that they will meet and discuss the economic impact and, by mutual agreement, will put forth a good faith effort to arrive at alternatives to a reduction in the work force.

Elasfactor

10

12

Amended to incorporate the MOA signed April 24, 2013

ARTICLE 35 - VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA)

A. The City shall allow commanding officers to participate in a Plan(s) which is defined to include a Voluntary Employee Beneficiary Association (VEBA), a Section 457 plan or any other form of non-qualified deferred compensation program.
B. In October 2002 the PPCOA VEBA and the Portland Police Association (PPA) VEBA entered

18642

B. In October 2002 the PPCOA VEBA and the Portland Police Association (PPA) VEBA entered into a merger agreement. All payments made on behalf of retiring PPCOA members shall be made to the "PPA Benefit Trust."

C. For every commanding officer who is covered under the FPD&R retirement system under Chapter 5 of the City Charter, the City shall, upon that commanding officer's retirement from the City, contribute to the PPA VEBA trust to the credit of the commanding officer 100.0% of the unused sick leave which otherwise would be paid to the commanding officer under Article 14 at the time of the commanding officer's retirement, as well as all vacation leave which is currently cashed out under Article 17 at the time of the commanding officer's retirement and any compensatory time off cashed out under this Agreement.

D. The amount of unused leave credits to be deposited into the Plan or Plans upon retirement under Section C above shall be established periodically by the Association. The Association shall be responsible to notify the City when the election for all Association members is modified.

E. A commanding officer who is covered under the Public Employees Retirement System (PERS), and who signs a commitment to retire in a specific calendar year, shall be allowed to cash out their unused vacation leave in one lump sum. A commanding officer who elects how to have unused vacation leave cashed out upon retirement must do so in writing at least two weeks prior to retirement. No cash payment will be made prior to the commanding officer's actual retirement.

F. For every commanding officer who is covered under PERS, the City shall, upon that officer's retirement, deposit into the account of the commanding officer in a Plan or Plans a maximum of 100.0% of unused vacation leave which is currently cashed out under Article 17 at the time of the commanding officer's retirement and any compensatory time off cashed out under this Agreement.

G. The City shall withhold two percent (2%) of Top Step <u>Officer's wage Lieutenant's Pay</u> from each individual commanding officer's gross wages per pay period. This amount shall be contributed on the commanding officer's behalf to the PPA Benefit Trust each pay period or monthly, the interval to be determined by the City. The withholding shall be made on a pre-tax basis.

H. If at any time during the operation of the Plan or Plans it is determined that (1) deposits may not be made on a pre-tax basis or (2) that plan earnings are not tax-exempt or (3) payments from the Plan or Plans are not tax exempt or if participation in the Plan or Plans or operation of the Plan or Plans is in violation of any federal or state law or regulation, then in that event the parties agree to negotiate a substitute provision in order to carry out the original intention of the Agreement.

PPCOA PROPOSAL

May 2013

186427-

ARTICLE 37 - LEGAL FEES

The City agrees to reimburse an association member<u>a commanding officer</u> for all reasonable, usual and customary legal fees charged by an attorney as a direct result of criminal charges or a criminal investigation arising out of the commanding officer's involvement in actions in the performance of his or her duty as a police officer.

The reimbursement shall not be made if:

ontest to criminal

1. The commanding officer is convicted by verdict or plea, or pleads no contest to criminal charges arising out of the incident; or

2. The Bureau sustains disciplinary charges on the basis of the commanding officer's actions that formed the basis for the possible criminal liability, and the Bureau's sustaining of the charges is upheld on any appeals process.

Any reimbursement shall be made only at the conclusion of all criminal and disciplinary proceedings against the commanding officer arising out of the incident. <u>The Association shall</u> <u>submit an invoice for reimbursement to the Bureau no later than sixty (60) days after the criminal case or disciplinary proceeding closes.</u>

To receive reimbursement under this Article, the member must select one attorney from a list of fifteen (15) which has been mutually agreed upon by the Portland Police Commanding Officers Association and the City Attorney. Neither party shall unreasonably oppose the inclusion of an attorney on the list. Within sixty (60) days of the execution of this agreement, the PPCOA shall submit to the City Attorney the names of the attorneys it proposes for inclusion on the list. If no attorney on the list is available to represent a member, the member may obtain another attorney, and if the PPCOA notifies the City of the selected attorney by the close of the next working day, the City shall reimburse the member for the attorney's fees provided all other requirements of this Article are met.

Before becoming obligated under this Article, the City 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 State Bar Association for review. The Oregon State Bar Association's determination will be final and binding for the City's obligation under this Article.

This provision shall only apply to incidents occurring on or after the effective date of this contact.

ARTICLE 43 - TERMINATION AND DURATION

This Contract shall be effective on the date of execution of this agreement, except as otherwise specified in this agreement, and shall remain in full force and effect until June 30, 20132015.

Negotiations for a successor Agreement shall begin no later than March 15. This Contract shall remain in full force and effect during the period of negotiations.

For the City of Portland

For the PPCOA

Sam AdamsCharlie Hales, Mayor

Dave BensonBryan Parman, President

James FerrarisGeorge Burke, Vice President

Yvonne L. DeckardAnna Kanwit, Human Resources Director

LaVonne Griffin-Valade, City Auditor

Steven E. HerronPatrick T. Ward, Labor Relations <u>ManagerCoordinator</u>

.

Approved as to Form:

Robert Day, Treasurer

Vince JarmerJohn Brooks, Secretary

-v-mee jurmerjohn Brooks, Secretary

; (

Wendi Steinbronn, Member at Large

Stephanie HarperMark Amberg, Senior Deputy City Attorney Hank Kaplan, Attorney at Law