

## Settlement Agreement

This is an agreement between the Portland Fire Fighters' Association (PFFA or union) and the City of Portland (City.)

### Recitals

1. The City and PFFA are parties to a collective bargaining agreement dated 2016-2019.
2. The PFFA filed six grievances concerning bargaining unit members Sullivan, Berni, Prince, Watson, Schierling, and Getch. The first Sullivan, Berni, Prince, Watson and Schierling, grievances concerned oral or written reprimands given to bargaining unit members in written form and alleged violations of just cause. The Getch involved an issue of contract interpretation.
3. The PFFA advanced the grievances to arbitration.
4. The parties agree it is in their mutual interests to resolve the above grievances without further litigation.

### Agreement

1. During the life of the current collective bargaining agreement, the following language will be in effect regarding Article 26:


(D) Records of oral or written reprimand which involve attendance or technical performance, may be removed from an employee's personnel file after one year, on the employee's request, provided in the judgment of the City, the employee has taken corrective action and has received no other disciplinary actions. Approval to remove such reprimands from the file shall not be unreasonably withheld. Other disciplinary action such as behavior or off duty conduct may be removed after three years of no disciplinary action with majority approval from two out of the three approving parties: Human Resource Director, Fire Chief and PFFA President.


2. Although the new Article 26 D will apply prospectively to discipline imposed after the effective date of this Agreement, the disciplines issued to Sullivan, Berni, Prince, and Watson shall be subject to this new language.
3. The Sullivan written reprimand will be reduced to an oral reprimand.

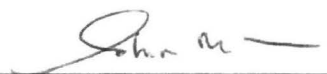
- 4. The Berni oral reprimand will remain an oral reprimand.
- 5. The Prince oral reprimand shall be modified to include the proposed management changes.
- 6. The Watson oral reprimand shall be maintained with counseling wording removed.
- 7. The Schierling oral reprimand will remain an oral reprimand.
- 8. PFFA will withdraw the Getch promotional grievance with prejudice.
- 9. The PFFA shall withdraw all of the grievances listed above with prejudice and without cost to either side.
- 10. This Agreement is based on the particular circumstances involved in the grievances and shall not establish precedent for any purpose.
- 11. This Agreement requires approval by City Council and shall become effective on the date the Ordinance approving the Agreement takes effect. Paragraph 1 of the Agreement shall expire on June 30, 2019, the date on which the current collective bargaining agreement expires.

For the City:

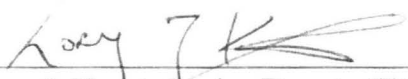
For the PFFA:

  
 Serilda Summers-McGee, Director  
 Bureau of Human Resources  
 Date: 8/15/18

  
 Alan Ferschweiler, President  
 Date: 8/15/2018

  
 Mike Myers, Chief  
 Portland Fire & Rescue  
 Date: 8/15/18

Approved as to form:

  
 Lory J. Kraut, Senior Deputy City Attorney  
 Date: 14 August 2018