

By Ordinance No. ____

(_____, 2020)

AMENDMENT

TO

FIRE AND POLICE DISABILITY, RETIREMENT AND DEATH BENEFIT PLAN

Pursuant to authority granted to the City Council of Portland under Chapter 5 of the Charter of the City of Portland, as amended (the “Plan”), the Plan is hereby amended by ordinance of the City Council to provide additional benefits to former members of the Portland Police Commanding Officers Association (“PPCOA”) and former members of the Portland Fire Fighters Association (PFFA) for good faith compliance with the requirements of the Arbitrator’s Opinion and Award dated May 18, 2020 and revised award dated July 31, 2020. This amendment is retroactively effective to January 1, 2013 for those members of PPCOA and PFFA who promoted out of or were clarified out of their respective bargaining units before the time of their retirement, termination or preretirement death, and shall continue until such time as the inclusion of a portion of a 27th pay date in the Final Pay calculation as described in Section 2 below is disavowed or otherwise modified in subsequent collective bargaining agreements or other agreements with the PPCOA or PFFA.

This Ordinance incorporates the definitions of Final Pay under Ordinances 188016 and 188089 for FPDR Two Members belonging to the PPCOA, PFFA and the Portland Police Association (PPA) bargaining units at the time they retire, die or otherwise terminate employment with the Bureau of Fire or Police pursuant to arbitration opinions and awards dated March 16, 2016 and October 19, 2016.

1. Except as provided in subparagraphs 4 and 5 below, for FPDR Two members who belong to the PPA, PFFA or PPA bargaining units at the time they retire, die or otherwise terminate employment with the Bureau of Fire or Police, Final Pay under Section 5-303 (b) shall be the greater of subparagraphs a or b:

(a) The highest Base Pay received by the FPDR Two Member during any of the three consecutive 12-month periods preceding the calendar month in which the FPDR Two Member retires, dies, or otherwise terminates employment with the Bureau of Fire or Police.

(b) The highest Base Pay received by the FPDR Two Member for any of the three consecutive 365-day, or 366-day in a leap year, periods where the most recent day is the last day for which pay was received in the calendar month preceding the calendar month in which the FPDR Two Member retires, dies, or otherwise terminates employment with the Bureau of Fire or Police.

2. Except as provided in subparagraphs 4 and 5 below, for FPDR Two Members who are former members of the PPCOA or PFFA bargaining units and who were clarified out of or promoted out of their respective bargaining units prior to the time they retire, die or otherwise terminate employment with the Bureau of Fire or Police,, Final Pay under Section 5-303(b) shall be the greater amount of subparagraphs a or b:

- a) The highest Base Pay received by the FPDR Two Member for any of the three consecutive 365-day, or 366-day in a leap year, periods where the most recent day is the last day for which pay was received in the calendar month preceding the calendar month in which the FPDR Two Member retires, dies, or otherwise terminates employment with the Bureau of Fire or Police.
- b) Final Pay as defined in (2)(a), plus a portion of the difference between that amount and the highest Base Pay received by the FPDR Two Member during any of the three consecutive 12-month periods preceding the calendar month in which the FPDR Two Member retires, dies, or otherwise terminates employment with the Bureau of Fire or Police. The portion of the difference to be added to (2)(a) is obtained by dividing the total years and whole months of FPDR membership by the total years and whole months of service while a member of the PFFA, PPA or PPCOA bargaining units.

3. Except as provided in subparagraphs 4 and 5 below, for all other FPDR Two Members, Final Pay under Section 5-303(b) shall be:

- a) The highest Base Pay received by the FPDR Two Member for any of the three consecutive 365-day, or 366-day in a leap year, periods where the most recent day is the last day for which pay was received in the calendar month preceding the calendar month in which the FPDR Two Member retires, dies, or otherwise terminates employment with the Bureau of Fire or Police.

4. Final Pay for any such period does not include any retroactive payments received by the Member for days preceding such 12-month, 365-day or 366-day period but does include adjustments to the Base Pay of the FPDR Two Member's position in the Bureau of Fire or Police that would have been received had the Member's applicable collective bargaining agreement been in effect during such period.

5. Final Pay for any FPDR Two Member who retires, dies or otherwise terminates employment with the Bureau of Fire or Police and has either received FPDR disability benefits or who was employed in a part-time status by the Bureau of Fire or Police during any such 12-month, 365-day or 366-day period shall be based on the Base Pay for a full-time employee in the FPDR Two Member's position in the Bureau of Fire or Police at the time of retirement, death or termination from employment.