

Final agreement: PPCOA and City of Portland

The parties agree to the following:

All language proposals contained in the City's "City of Portland – PPCOA Mediation 9/21/15" package proposal (attached)

Effective on ratification by the Union:

- 2.1% COLA
- 2% or 3% education premium for members with Bachelor's or Master's degree

Effective July 1, 2016

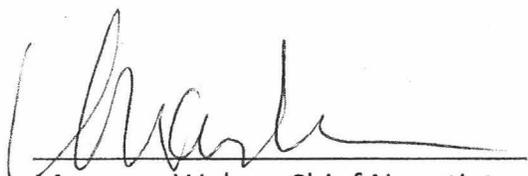
- 2% wage increase
- 1 to 5% COLA

Effective July 1, 2017

- 5% residency premium
- 1 to 5% COLA

For the City of Portland

For the Union


Maureen Weber, Chief Negotiator
9/21/15


Wendi Steinbronn, President
9/21/15

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). As used in this agreement, the terms "commanding officer" or "commanding officers" refer to any Lieutenant who is a member of the bargaining unit.

The parties agree that the ranking commanding officers assigned to the Personnel and 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.~~

Intent: HOUSEKEEPING. Supervisory employee was defined in the unit clarification so this language is not needed, especially since these employees are not in the bargaining unit.

**This proposal was previously TAed on 4/24/15

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ARTICLE 2 - JOB PROTECTIONS FOR EMPLOYEES/MANAGEMENT RIGHTS

A. ~~Temporary Assignment to a Higher Classification~~ Working out of Class

When a member within the bargaining unit is assigned temporarily to fulfill substantially all the duties and responsibilities of a higher classification for a period of ~~three-one (31) consecutive~~ days or more, the member shall be paid at the normal pay rate paid to an employee in the higher classification ~~retroactive to the beginning of the assignment. If more than one employee is used at different times to fill the same position of the higher class and the position is vacant for three (3) consecutive days or more, the employees filling the position will be paid the higher rate for all time worked in the higher class (excluding regular days off).~~ The rights of members temporarily assigned to a higher classification working out of class shall continue to be controlled by the collective bargaining agreement.

~~A commanding officer assuming the duties and responsibilities of Assistant Chief shall be paid at a rate of 4.1% above the Commander pay rate or the current rate for non-represented City employees whichever is greater.~~

~~When a member is assigned the duties and responsibilities of a higher classification, and the duties include being "on call" on a pager over the weekend, the weekend days "on call" will count toward the three (3) consecutive days for purposes of out-of-class pay.~~

(Example: Lt. Jones is made acting Commander of Central Precinct for Friday, Saturday and Sunday. Since Lt. Jones is "on call" with a pager on Saturday and Sunday, Lt. Jones will receive out-of-class Commander pay for Friday. Lt. Jones is not otherwise compensated for being "on call" Saturday or Sunday.) Commanding officers assigned the duties and responsibilities of a higher classification for five or more calendar days are authorized, with the approval of their supervisor, to appoint an acting commanding Lieutenant.

B. Transfers

No bargaining unit member will be assigned positions of Assistant Chief ~~or Deputy Chief~~ unless the City has made a bona fide effort to secure a volunteer for the assignment.

C. Management Rights

1. General: The City shall exercise the sole responsibility for management of the City and the direction of its work force. To fulfill this responsibility, the rights of the City include but are not limited to: Establishing and directing activities of its employees; determining standards of service and methods of operation, including subcontracting and the introduction of new equipment; establishing procedures and standards for employment and promotions, layoffs, and transfers; to discipline or discharge for just cause; determine job descriptions; determine work schedules; assign work; assign City take-home cars and any other rights except as expressly limited by the terms of this agreement.

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2. Civil Service: Nothing in this agreement shall preclude the Personnel Director from exercising his or her authority to classify, or reclassify positions and to establish entrance and promotional examination requirements. Employees shall perform all work assigned that is reasonably within the scope and terms of the classification specification, though not specifically described therein.

D. Subcontracting

1. The City agrees to notify the President of the Association of any plan to contract out or subcontract any work now performed by employees covered by this agreement, before the plan is actually executed and subcontracting has been done.
2. Before the City contracts out or subcontracts work now performed by employees covered by this agreement, the City agrees to meet with the Association, at its request, to discuss the effect of the contracting out plan involved and to explore possibilities which might exist for reducing the impact, if any, on employees covered by this agreement.

E. Civilianization

When the City is contemplating civilianizing a position, it shall provide the Association with thirty (30) 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.

Intent:

Article 2.A: Clarify that this article is about working out of class (not temp appointments). Current language is confusing as it uses the term "temporarily assigned."

City agrees to change the length of time a member must work before receiving WOC pay from three consecutive days to one day as part of its package proposal.

Article 2.A, paragraph 2: this language ("current rate for non-represented City employees...") does not apply to someone working out of class as an Assistant Chief. SAP is programmed to pay 4.1% above Commander.

Article 2.B: HOUSEKEEPING. Deputy Chief is no longer used.

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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 fourteen (14) City employees~~members~~. One City employee ~~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), the Portland Police Commanding Officers Association (PPCOA), and AFSCME Local 189 representing the Housing Bureau. The remaining seven members shall be appointed by the City.
2. A quorum of twelve (12) voting members is required for the committee to take action. An absent committee member may designate a substitute with full voting authority or designate another committee member as proxy to vote on the absent committee member's behalf. Any committee member may invite one or more visitors to attend committee meetings.
3. The committee shall select its chairperson, who shall serve at the will of the committee.
4. In order to make a recommendation to the City Council, at least 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. Members of the committee shall be allowed to attend committee meetings on on-duty time. In the event meetings are scheduled outside the regular shift hours of a committee member, the City shall make every effort to adjust the shift of the member to allow the member to attend while on duty.
6. The committee shall meet at least quarterly, and shall make written recommendations regarding plan design changes in the employee benefits program to the City Council no later than April 1st of each year.
7. The City Council shall retain the discretion to implement or reject any of the committee's recommendations. In the event the committee makes a recommendation that is consistent with the committee's authority, is actuarially sound and meets all the requirements of federal, state and local laws, and Council rejects the recommendation, any reductions in plan costs that may have occurred due to the change in plan design, will be treated as having occurred for the purposes of calculating the maximum City contribution under this agreement. These costs will be calculated by evaluating the premiums and/or rates as if the changes had occurred, the rates and/or premiums absent the changes and the number of participants under the plan(s) involved. (For example, if the self-insured plan two party rate would be \$298 per employee per month with the addition of a benefit design change "X", but Council rejects the design change and therefore the two-party rate is \$350 per month per employee, the City

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contribution will be increased \$52 per month per employee on the self-insured plan to give credit for the change.)

B. Benefits Eligibility

1. The City offers healthcare benefits to regularly appointed full-time and part-time employees and their qualified dependents. The plan is administered in compliance with all applicable federal, state, and local laws, statutes, and rules.

2. ~~Permanent-Regular~~ full-time employees shall be eligible for medical, dental, vision and life insurance coverage the first of the month following thirty (30) days of eligible service. Medical, dental, vision and life insurance benefits will be paid at 100% of the City contribution for those employees who have a Standard Hours designation of at least seventy-two (72) hours in a pay period in a benefits eligible, budgeted position.

3. ~~Permanent-Regular~~ part-time employees will be eligible for medical, dental, vision and life insurance coverage the first of the month following 174 hours of eligible service. Medical, dental, vision and life insurance benefits will be paid at 50% of the City contribution for any ~~permanent-regular~~ employee who has a Standard Hours designation of at least forty (40) hours but less than seventy-two (72) hours in a pay period in a benefits eligible, budgeted position.

4. Medical, dental, vision and life insurance benefits may be denied to employees who are in a pay status for less than eighty (80) hours during a calendar month by the withholding of City-paid premiums for the subsequent month.

C. Plan Options

Employees will have the option to enroll in the following healthcare plan options: Self-Insured Medical Plan/Vision Service Plan, Kaiser NW HMO/Kaiser Vision, Self-Insured Dental through Delta Dental (Moda Health), Kaiser NW Dental.

D. ~~City/Employee~~ Contributions

1. **Self-Insured Medical Plan or Kaiser Plan effective Plan Years July 1, 2015 through June 30, 2018.** ~~Effective in Benefit Plan Years July 1, 2015 through June 30, 2018, 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 (Self-Insured Medical Plan or the Kaiser Plan) for each full-time regular employee. The City reserves the right to expand family tier descriptions if it is in the best interest of the employee enrollee and it has been recommended by the LMBC and subsequently approved by City Council.~~
2. **-High Deductible Health Plan (HDHP) effective Plan Year July 1, 2017.** Beginning with Benefit Plan Year July 1, 2017, and effective in subsequent plan years, the City shall contribute one hundred percent (100%) of the medical and vision rates and ninety-five percent (95%) of the dental rates adopted by the City Council and elected by the employee for the one party, two party or family enrollees (whichever applies) or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council, for full-time regular employees who elect the HDHP.
3. **Self-Insured Medical Plan or Kaiser Plan effective Plan Year July 1, 2018.**
 - a. Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, the City shall contribute ninety-five percent (95%) of the medical, vision and dental rates adopted by the City Council and elected by the employee for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council, for each full-time regular employee who elects the Self-Insured Medical Plan or the Kaiser Plan; provided that the employee has received a preventive health care examination within the prior two (2) calendar years.
 - b. Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, the City shall contribute ~~eighty-five~~ninety percent (85⁹⁰%) of the medical, vision and dental rates adopted by the City Council for each full-time regular employee who has elected the Self-Insured Medical Plan or the Kaiser Plan and who has not received a preventive health care examination within the prior two (2) calendar years.
 - c. Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, newly hired full-time regular employees who elect the Self-Insured Medical Plan or the Kaiser Plan will have one (1) full calendar year to receive a preventive health examination to retain the City's ninety-five percent (95%) contribution in the subsequent plan year. The City shall contribute ~~eighty-~~

fiveninety percent (8590%) of the medical, vision and dental rates adopted by the City Council in the subsequent plan year for each newly hired full-time regular employee who does not receive a preventive health examination within the first calendar year of service.

4. **City's Contribution for Part-Time Employees.** Contributions for part-time regular employees are governed by this Article. Once plan rates for each benefit year have been adopted by the City Council, the respective City and Employee contribution amounts shall be computed and the Union shall be provided written notice of the amounts.

~~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.~~

E. **Employee Contributions**

1. **Self-Insured Medical Plan or Kaiser Plan effective Plan Years July 1, 2015 through June 30, 2018.** Effective in Benefit Plan Years July 1, 2015 through June 30, 2018, each payday, except for the third payday in a month, each full-time regular employee who elects the Self-Insured Medical Plan or the Kaiser Plan, shall contribute five percent (5%) of the total medical, vision and dental rates adopted by City Council for the one party, two-party or family enrollees (whichever apply).
2. **High Deductible Health Plan (HDHP) effective Plan Year July 1, 2017.** Beginning with Benefit Plan Year July 1, 2017, and effective in subsequent plan years, each payday, except for the third payday in a month, each full-time regular employee who elects the HDHP plan shall contribute zero percent (0%) of the total medical and vision rates, and five percent (5%) of the dental rates adopted by City Council for the one party, two-party, or family enrollees (whichever applies).
3. **Self-Insured Medical Plan or Kaiser Plan effective Plan Year July 1, 2018.**
 - a. Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, each payday, except for the third payday in a month, each full-time regular employee who elects the Self-Insured Medical Plan or the Kaiser Plan, shall contribute five percent (5%) of the total medical, vision and dental rates adopted by City Council for the one party, two-party or family enrollees (whichever apply); provided that the employee has received a preventive health care examination within the prior two (2) calendar years.
 - b. Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, each payday, except for the third payday in a month, each full-time regular employee who elects the Self-Insured Medical Plan or the Kaiser Plan, shall contribute fifteen-ten percent (1510%) of the total medical, vision and dental rates adopted by City Council for the one party, two-party or family enrollees (whichever

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apply) if the employee has not received a preventive health examination within the prior two (2) calendar years.

- c. Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, each payday, except for the third payday in a month, each newly hired full-time regular employee who elects the Self-Insured Medical Plan or the Kaiser Plan, shall contribute five percent (5%) of the total medical, vision and dental rates adopted by City Council for the one-party, two-party or family enrollee (whichever apply) during the first one (1) year of active service.
- d. Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, newly hired full-time regular employees will have one (1) full calendar year to receive a preventive health examination to retain the employee contribution of five percent (5%) in the subsequent plan year. Newly hired full-time regular employees who do not receive a preventive health examination within the first calendar year of service shall contribute ~~fifteen~~ percent (15%) of the total medical, vision and dental rates adopted by City Council for the one-party, two-party or family enrollee (whichever apply) in the subsequent plan year.

F.E. **Health Fund Reserves**

1. The Health Fund shall be maintained with adequate reserves to meet fund obligations, ~~which include claims, Incurred But Not Reported Claims Reserves, and Large Claim Reserves. The committee shall make recommendations to the City Council on creating other reserves as appropriate.~~
2. The term “excess reserves”, as used in this agreement, shall be defined as the monies in the Health Fund that are not needed to meet fund obligations. Excess reserves shall remain in the Health Fund, but shall be subject to separate reporting to the committee.
3. The Health Fund and all reserves associated with the Fund must be maintained in an interest bearing account. Fund reserves shall be pooled, and shall not be allocated on an individual employee or employee group basis.

G.F. **Survivor Benefits**

The City shall provide to the spouse and eligible dependent children of an employee who is killed on the job, the same medical, dental and vision benefit plans available to active employees. The City agrees to continue the City contribution for the spouse and dependent children until the spouse becomes eligible for federal Medicare coverage or remarries and for each dependent child to the age which meets the eligibility requirements of the health plan in which they are enrolled.

The promise of the City to ~~provide~~ offer insured plans is dependent upon the continuing availability of such plans from an insurance carrier and the qualification by the retired employee

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with the plan while the retiree was employed with the City. Should an insurance carrier terminate the plan, the City shall attempt to replace it.

HG. **Life Insurance**

1. The City shall provide each employee with a life insurance coverage through a group policy; said policy shall be secured and maintained in accordance with the City's existing practices.
2. The City shall make available supplemental life coverage on a voluntary, employee paid basis.

IH. **Federal Health Legislation**

If the Federal Government enacts Federal Health Legislation, or if any taxing authority taxes or otherwise limits or restricts health care benefits paid by the City, the City and the Union will immediately negotiate on the effect of that legislation as it pertains to this Article.

JI. **Disability Insurance**

The City shall modify the benefits plan to include the addition of disability insurance for employees if recommended by the Labor/Management Benefits Committee and approved by the Portland City Council.

KJ. **Funeral Expenses**

In the event a commanding officer is killed in the line of duty, or dies from injuries sustained in the line of duty, the City shall pay the sum of twelve thousand dollars (\$12,000.00) toward funeral and connected expenses to the commanding officer's surviving spouse (or, if none, to the commanding officer's heirs), regardless of amounts paid from other sources.

EK. **Voluntary Participation in a Dependency Program**

Information regarding treatment of commanding officers in chemical dependency programs shall remain confidential and shall not be released to the public except as required by law.

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Intent of changes:

The intent of the substantive changes at subsections D. and E. reflect the values of the LMBC and City Council to develop an incentive style health plan that places importance on maintaining a relationship with a primary health care provider. The City's position is that requiring employees to receive a preventive health examination once every two (2) calendar years in order to retain the City's contribution of 95% toward the health care premium cost for each full-time employee who elects the Self-Insured or the Kaiser Plan has the most potential impact for employees when health issues arise. The City will not require employees who elect the HDHP to have a preventive health examination in order to retain the City's contribution of 100% for medical and vision care because of the high risk the employee is taking that the employee will not have any major health issues.

Domestic partner language is removed because marriage equality is available, and offering health insurance to domestic partners creates a huge cost in taxes, both for the City and for the individual who elects such coverage.

HOUSEKEEPING: Change terminology from "permanent" to "regular" or "regularly appointed" as this is how employee status is coded in SAP.

EFFECTIVE DATES AS ESTABLISHED IN THE LANGUAGE OF THIS ARTICLE.

ARTICLE 19 - HOLIDAY COMPENSATION

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 Year's Day, Independence Day, Thanksgiving and Christmas, and shall be recognized and observed as guaranteed paid holidays. Holidays will be observed on the following dates:

<u>Holidays</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
<u>New Year's Day</u>		<u>January 1</u>	<u>January 2</u>	<u>January 1</u>
<u>Independence Day</u>		<u>July 4</u>	<u>July 4</u>	<u>July 4</u>
<u>Thanksgiving Day</u>	<u>November 26</u>	<u>November 24</u>	<u>November 23</u>	<u>November 22</u>
<u>Christmas Day</u>	<u>December 25</u>	<u>December 25</u>	<u>December 25</u>	<u>December 25</u>

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.

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 off for work on a designated holiday accrued under this section prior to the effective date of this labor agreement shall be used by June 30, 2015. Any accrued compensatory time remaining after June 30, 2015 shall be forfeited. 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.~~

Intent: 1. Remove comp time language as no comp time will remain after 6/30/15. 2. Clarify dates of observed holidays.

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ARTICLE 26 – PROFESSIONAL DEVELOPMENT

The Association and the City mutually recognize the benefit of professional development for members of the Association. To accomplish this:

1. 1.—The City shall provide a Professional Development Fund in the amount of \$30,000 each fiscal year. Funds from this account not expended in a budget year shall be added to the next budget year's appropriation. Funds from this account ~~may be used by a commanding officer for any of the following:~~ shall be allocated as follows: 60% of the \$30,000 annual amount shall be allocated towards job-related professional development seminars, classes, conferences, and their associated expenses. A minimum of 40% of the \$30,000 annual amount shall be allocated towards education costs for pre-approved college credit toward a degree program, earned at an accredited college or university.

1.2. Funds may be used for any of the following:

- a. Fees and/or tuition to professional development seminars, classes and conferences.
- b. Travel, per diem, and other expenses associated with attendance at professional development seminars, classes and conferences.
- c. Books, tapes and videos that may assist the commanding officer in his/her professional development.
- d. Membership dues or fees for work-related professional or civic organizations.

23. Scheduling of attendance at professional development seminars, classes and conferences that are more than eight (8) hours in duration shall be at the mutual convenience of the City and the commanding officer. The time spent in attending these seminars, classes and conferences including necessary travel time, shall not be charged against the commanding officer's accrued time in any leave category. The City agrees to facilitate a commanding officer's attendance and to not use the "mutual agreement" provision as a method of controlling expenditures.

34. The administration of the fund shall be the responsibility of a three (3) member Professional Development Committee. Two (2) members of the Professional Development Committee shall be appointed by the PPCOA and one (1) member by the Chief of Police or the Chief's designee.

5. Education Premium. A member holding a bachelor's degree from an accredited college or university shall receive a premium of two percent (2%) Top Step Lieutenant wage, paid in equal installments each pay period, as an Education Premium. A member holding a master's degree or doctoral degree from an accredited college or university shall receive a premium of three percent (3%) Top Step Lieutenant wage, paid in equal installments each pay period, as an Education Premium.

Intent: The Police Bureau wishes to incentivize employees to obtain advanced degrees.

1. City will continue to provide the Professional Development Fund at the previous rate of \$30,000 annually, despite the fact that the number of bargaining unit members has decreased.
2. The 60/40 split of Professional Development Funds is meant to apply to all moneys in the fund. The current "bucket" of money will be split 60/40, and each year the \$30,000 allocation will be split 60/40. Members may use funds in excess of 40% for higher education. Members may use funds in excess of 60% for conferences and seminars with the approval of the Chief of Police or his designee.
3. Currently the PPCOA has no provision for an education premium. This new premium is proposed as further incentive towards obtaining advanced degrees.

PARAGRAPH 5: 2% OR 3% EDUCATION PREMIUM EFFECTIVE UPON RATIFICATION BY THE UNION.

ALL OTHER PROVISIONS EFFECTIVE UPON RATIFICATION BY CITY COUNCIL.

ARTICLE 29 - EMPLOYMENT RIGHTS

A. All commanding officers within the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Portland Police Members' Bill of Rights". The wide ranging powers and duties given to the Bureau and its members on and off duty involve them in all manner of contacts and relationships with the public and other Bureau members. Of these contacts come many questions concerning the action of members. These questions often require investigation by superior members and/or the Internal Affairs Division. In an effort to insure that these investigations, including EEO inquiries, are conducted in a manner that is conducive to good order and discipline, the following guidelines are promulgated:

1. Except as otherwise provided, the procedures contained in this section apply only to non-criminal investigations which may reasonably result in the discipline of the officer.

B. Advance Notice

~~Prior to being interviewed regarding an IAD or EEO investigation for any reason which could lead to disciplinary action, an employee shall be:~~

- ~~1. Informed of the nature of the investigation and whether he/she is a witness or a suspect, if and when known; informed of other information necessary to reasonably apprise him/her of the nature of the allegations of the complaint. Such information shall be provided in a reasonable period of time following its receipt by the City.~~
- ~~2. Afforded an opportunity and facilities to contact and consult privately with an attorney of his/her choosing and/or a representative of the Association.~~
- ~~3. Whenever delay in conducting the interview will not jeopardize the successful accomplishment of the investigation or when criminal culpability is not at issue, advance notice shall be given the member not less than forty eight (48) hours before the initial interview commences or written reports are required from the member.~~

B. Interview Notice

Prior to being interviewed regarding an IAD or EEO investigation for any reason which could lead to disciplinary action, an employee shall be:

1. Informed of the nature of the investigation and whether he/she is a witness or a suspect, if and when known; informed of other information necessary to reasonable apprise him/her of the nature of the allegations of the complaint. Such information shall be provided in a reasonable period of time following its receipt by the City.
2. Afforded an opportunity and facilities to contact and consult privately with an attorney of his/her choosing and/or a representative of the Association, provided this does not delay the investigation.

C. Interview Safeguards

1. Any interview of a commanding officer shall be when the member is on duty unless the seriousness of the investigation dictates otherwise.
2. Interviews shall take place at a Portland Police Station facility, or elsewhere if mutually agreed, unless the emergency of the situation necessitates otherwise.
3. The commanding officer may have an Association representative present to witness the interview provided the representative does not participate in the interview. However, the interview may not be unduly delayed awaiting an unavailable Association representative when other Association representatives are available.
4. The commanding officer being interviewed shall be informed of the name, rank, and command of the member in charge of the investigation, the interviewing member, and all other persons present during the interview.
5. Interviews shall be done under circumstances devoid of intimidation or coercion and shall not otherwise violate the member's Constitutional Rights. The commanding officer member shall not be subjected to abusive language. No promise of reward shall be made as an inducement to answer questions.
6. Interviews shall not be overly long. The commanding officer shall be entitled to such reasonable intermissions as he/she shall request for personal necessities, telephone calls, and rest periods, with one ten (10) minute intermission every hour, if he/she requests.
7. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the subject investigation.
8. The complete interview of the commanding officer, noting all recess periods, shall be recorded and the commanding officer upon request will be provided a copy of the recording, or he/she may also record the interview at his/her own expense. If the interviewed commanding officer is subsequently charged and any part of any recording of the interview is transcribed by the Bureau, the commanding officer shall be given a complimentary copy thereof.
9. Interviews and investigations shall be concluded with no unreasonable delay.

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 due process meeting, 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. Unless prohibited by state law protecting the identity of whistleblowers, the 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.

E. When Disciplinary Action Results

1. When the investigation results in a determination of a sustained complaint and disciplinary action, only the findings and the disciplinary order may be placed in the commanding officer's Personnel and "201" files.

2. No dismissal, demotion or other punitive measure shall be taken against a commanding officer unless he/she is notified of the action and the reason(s) therefore prior to the effective date of such action.

F. Personal Information

No commanding officer shall be required for purposes of assignment or other personnel action to disclose any item of his/her property income, assets, source of income, or personal or domestic expenditures (including those of any member of his/her family), unless such information is obtained under proper legal procedures, or tends to indicate a conflict of interest with respect to the performance of his/her official duties, or is needed to substantiate a commanding officer's claim of financial hardship in applying for permission to engage in extra employment.

G. Political Activity

Except when on duty or when acting in his/her official capacity, no commanding officer shall be prohibited from engaging in political activity.

H. Lie Detector Tests

No commanding officer shall be required to take any lie detector or similar tests as a condition of continued employment.

I. Personnel File

All commanding officers shall have access to their Bureau personnel file, precinct file and any summary report of an IAD or EEO investigation in which they were a suspect. The commanding officer may submit rebuttal material as desired. However, the commanding officer may not have access to the background investigation report.

J. Performance Evaluations

While performance evaluations are not grievable, it is understood that the union representative may consult with the evaluator concerning a challenged non-probationary evaluation report.

K. Deadly Force Incidents

A commanding officer involved in the use of deadly force shall have the right to counsel and Association representation as set out in the Police Bureau Manual of Rules and Procedures.

L. Criminal Investigations

If the Bureau questions a commanding officer during a criminal investigation of one of its officers, it shall advise the commanding officer of the criminal nature of the investigation and whether the commanding officer is a suspect or a witness before interviewing the member. The preceding sentence shall not apply to covert or undercover investigations. If the commanding officer is a witness, the member shall be informed of and afforded the right to Association representation during any interview. Investigations of the use of deadly force by members shall be conducted pursuant to G.O. 1010.10.

EFFECTIVE UPON RATIFICATION BY CITY COUNCIL.

ARTICLE 32 - SALARY

1. **YEAR ONE (Upon ratification by both parties the Union to June 30, 2016).** Effective on ratification by ~~both parties the Union~~, Schedule "A" wage rates for the date of Union ratification to June 30, 2016 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index between the 2nd Half 2013 and the 2nd Half 2014) for the City of Portland, Oregon, published by the Bureau of Labor Statistics, U.S. Department of Labor, for a total of 2.1%.
~~will be increased nine-tenths of one percent (0.9%) at each step of the Salary Rates.~~

Effective July 1, 2016, Schedule A wage rates will be increased by two percent (2%).

2. **YEAR TWO (July 1, 2016 to June 30, 2017).** Effective July 1, 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. Effective July 1, 2016, Salary "A" wage rates for the period July 1, 2016 to June 30, 2017 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index between the 2nd Half 2014 and the 2nd Half 2015) for the City of Portland, Oregon, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

3. **YEAR THREE (July 1, 2017 to June 30, 2018).** Effective July 1, 2017, Salary "A" wage rates for the period July 1, 2017 to June 30, 2018 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index between the 2nd Half 2015 and the 2nd Half 2016) for the City of Portland, Oregon, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

4. Longevity

The Settlement Agreement dated October 21, 2014 will govern any exceptions to this salary article.

45. Physical Fitness

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.

6. Residency

Effective July 1, 2017, members of the bargaining unit who reside within Portland city limits will receive a premium of 5% added to their base wage, paid in equal installments each pay period.

§7. 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.

Intent:

1. Provide COLA increase of 2.1% CPI-W for fiscal year 2015-16 (effective upon Union ratification of the successor agreement: no retroactive COLA).
2. Provide COLA increase of 1% - 5% CPI-W for succeeding years of the agreement, effective July 1 of each succeeding year.
3. Provide 5% residency premium for members who live within Portland city limits (effective July 1, 2017).
4. Provide 2% wage increase effective July 1, 2016.

ARTICLE 33 - EXECUTIVE LEAVE/MANAGEMENT LEAVE/FLEX TIME

The parties acknowledge that a variety of paid leave practices, under a variety of labels, related to members' having or being granted time off in exchange for time worked in excess of the directed work day have been allowed prior to and since recognition of this bargaining unit.

The parties agree that except as expressly provided below, no form or practice of Executive Leave, Management Leave, Flex Time, or any other form of compensatory time off or leave, whether known or unknown to the Chief of Police or the Bureau of Human Resources, is prospectively authorized or allowed, and all grievances, Unfair Labor Complaint allegations, and other claims are hereby waived and released. The parties further agree that the arbitration award issued in PPCOA v. City of Portland on December 7, 2010 by Arbitrator David Stiteler is rendered moot by this provision.

Exceptions:

1. Absence of Less Than One Day (aka Partial-day Absence) shall be allowed pursuant to current HRAR 8.03, which sets out the City's Absence of Less Than One Day policy for FLSA-exempt employees. The City reserves the right to modify or eliminate HRAR 8.03; in the event the City modifies or eliminates the Administrative Rule, the City agrees that PPCOA shall have the right to reopen this section to bargain the implementation and impact of such change.

2. Absence of Less Than One Day paid leave requires advance approval by the member's supervisor, and requires that the member ~~work no less than half of his or her shift~~ be absent no more than two hours on the day leave is sought. Additionally, Absence of Less Than One Day may not be taken contiguous to (either before or after) paid vacation leave.

~~32-~~ Adjusted Day Off schedule revisions shall only be allowed upon approval by a member's RU Manager; RU Managers' Adjusted Day Off schedule revisions shall only be allowed upon approval by the Chief of Police or the Assistant Chief in the member's chain of command.

Reduce number of hours allowed for Partial Day Absences from half a shift to 2 hours. Employee may be absent for up to 2 hours during a shift and still receive full pay for that shift without using accrued leave.

EFFECTIVE UPON RATIFICATION BY CITY COUNCIL.

~~ARTICLE 38 – SALARY DIFFERENTIAL~~

~~There shall be maintained a minimum differential of fifteen percent (15%) between the ranks of Lieutenant and Captain.~~

Intent: this language is no longer relevant as Captains are not part of the bargaining unit.

EFFECTIVE ON RATIFICATION
BY CITY COUNCIL

ARTICLE 39 – DOMESTIC PARTNERS

~~For purposes of this agreement, the word “spouse” shall include “domestic partners” as that term is defined by the labor Management Benefits Committee.~~

Intent: “Domestic Partner” language is removed per direction of BHR Benefits. Since same-sex partners can now be married, there is no need for this language in the bargaining agreement. Domestic partner coverage will remain in the City’s health plan document, so coverage will continue.

EFFECTIVE UPON RATIFICATION BY CITY COUNCIL.

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, ~~2015~~ 2018.

Negotiations for a successor Agreement shall begin not 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

Charles Hales, Mayor

Wendi Steinbronn, President

Anna Kanwit, Human Resources Director

Mary Hull Caballero, City Auditor

Jerrell Gaddis, Labor Relations Manager

Approved as to Form:

Mark Amberg, Chief Deputy City Attorney

SCHEDULE A - SALARY RATES

Rates effective upon as of ratification by both parties

<u>JOB TITLE</u>	<u>ENTRY RATE</u>	<u>AFTER 1 YEAR</u>	<u>AFTER 2 YEARS</u>
Police Lieutenant	\$50.36	\$52.64	\$54.75

Intent: Making salary rates effective upon ratification incentivizes the parties to reach agreement prior to the expiration date of the current agreement.

2.1% COLA effective on Union ratification (not retroactive).

2% wage increase effective July 1, 2016.

Rates above reflect the current CBA language, not the current salary rates. New rates to be provided by Class/Comp will reflect 2.1% above **current** salary rates.

According to the City of Portland Compensation Plan effective 7/1/15, **current** salary rates for Police Lieutenant are as follows:

<u>Entry</u>	<u>One Year</u>	<u>Two Years</u>
\$52.18	\$54.54	\$56.73

COLA of 2.1% will be added to these rates by Class/Comp upon ratification by the Union.

UPON UNION RATIFICATION: 2.1% COLA
EFFECTIVE JULY 1, 2016: 1% TO 5% COLA
EFFECTIVE JULY 1, 2016: 2% BASE WAGE INCREASE
EFFECTIVE JULY 1, 2017: 1% TO 5% COLA