TENTATIVE AGREEMENT

City Signature Jerrell Gaddis Date: 06/27/2023

Union Signature Casey Hettman Date: 06/27/2023

LABOR AGREEMENT

BETWEEN

THE CITY OF PORTLAND

AND

THE PORTLAND POLICE COMMANDING OFFICERS ASSOCIATION

July 1, 2023 – June 30, 2027

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LABOR AGREEMENT
between
THE CITY OF PORTLAND
and
THE PORTLAND POLICE COMMANDING OFFICERS ASSOCIATION

PREAMBLE

This contract entered into on this 1st day of July, 2023, between the City of Portland, Oregon, hereinafter referred to as the City, and the Portland Police Commanding Officers 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 conditions of employment.

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.

ARTICLE 2 - JOB PROTECTIONS FOR EMPLOYEES/MANAGEMENT RIGHTS

A. 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 one (1) day or more, the member shall be paid at the entry rate of pay of the higher classification or 5% of their base salary whichever is greater and 10% of their base salary when temporarily assigned to Commander. The rights of members working out of class shall continue to be controlled by the collective bargaining agreement.

B. Transfers

No bargaining unit member will be assigned positions of Assistant 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.

2. Civil Service: Nothing in this agreement shall preclude the Personnel Director from exercising their 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.

ARTICLE 3 - EMPLOYMENT RELATIONS

All conditions of employment relating to wages, hours of work, benefits, and working conditions which are mandatory subjects of bargaining not specifically mentioned in this agreement shall be maintained at the level in effect at the time of the signing of this agreement. Any disagreement between the Association and the Employer with respect to this section shall be subject to the grievance procedure.

ARTICLE 4 - SERVICE IMPROVEMENT

The delivery of essential municipal services in the most efficient and effective manner is of paramount importance and interest to both the City and the Association. Maximized service to the community is recognized to be a mutual desire of both parties within their respective roles and responsibilities.

The City values the contributions of commanding officers toward the overall mission and program goals of the Bureau of Police. The parties agree to confer

at mutually convenient times to discuss means of increasing effectiveness and productivity.

ARTICLE 5 - DUES DEDUCTION

All employees covered under the terms of this Agreement may voluntarily join the Association as a member.

The City agrees to deduct the Association membership initiation fee and insurance, and once each month, membership dues and any additional recurring and periodic Political Action Committee contribution and other charges, fees, and assessments made by the Association which have been authorized 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. The City shall begin making deductions in the first full pay period following confirmation from the treasurer of the Association that the employee has authorized the deductions. The member's authorization shall be terminable upon 30 days' written notice to the City and the Association.

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 for all damages, attorney fees, penalties and costs 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 employee, 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 made by the highest court having jurisdiction that this Article is invalid and the reimbursement must be made to employees affected, the Association shall be solely responsible for reimbursement.

ARTICLE 6 - NO DISCRIMINATION

The provisions of this contract shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual orientation, religion, race, color, creed, national origin, disability, gender identity, source of income, family status, or political affiliation. The Association shall share equally with the City the responsibility for applying this provision of the Contract. Nothing in this section, however, shall be construed to prohibit actions taken because of bona fide job qualifications.

Upon notification to the Association of filing for redress of any item in this Article in another recognized legal forum, any grievance filed by that same employee or Association under this Article will be withdrawn.

All references to gender used in this Contract designate both sexes and when the male gender is used, it shall be construed to include both male and female employees covered by this Agreement.

ARTICLE 7 - ASSOCIATION RIGHTS

A. The City recognizes the basic right of the Association to exist and to do business for the mutual benefit of Association members and the City.

B. The City agrees not to interfere with the rights of commanding 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 commanding officer because of Association membership or because of their activity in any official capacity on behalf of the Association.

C. The City and the Association recognize the mutual benefit of good labor relations. Furthermore, it is recognized that the President of the Portland Police Commanding Officers Association has a unique responsibility of representing the Association membership and working with the City to resolve legitimate problems. It is especially prudent to resolve grievances with the City at the lowest possible step of the grievance procedure.

D. The City will take no action to interfere with the ability of the Association and its officers to carry out legitimate Association responsibilities, including the conduct of meetings, preparation and circulation of Association documents and any other lawful assistance to bargaining unit members. In the spirit of maintaining consistency in Association leadership and good labor relations, the City agrees not to involuntarily transfer the Association President to a non-represented position during the term of their elected office. Exceptions must be mutually agreeable to both the Association and the City. Promotions are exempt from this provision.

E. 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 meeting shall be presented at the time the conference is requested.

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

G. The Bureau of Police will furnish the Association with the current list of its members on a regular basis, identifying the commanding officer's 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 number of non- Association members to any person who is not an elected or appointed Association representative. On a monthly basis, the City shall furnish the Association a list of all roster changes.

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 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). Newly promoted commanding officers will be provided with the above at the time of their promotion. The City will provide the Association with a signed original and electronic copy of the labor agreement.

J. Not more than 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.

ARTICLE 8 - LIABILITY
The City shall fulfill all of its obligations to bargaining unit members as required by ORS 30.287.

ARTICLE 9 - MILITARY SERVICE LEAVE
Any commanding 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 City Code 4.20.040.

ARTICLE 10 - LEAVES OF ABSENCE
Upon showing reasonable purpose, a commanding 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 their 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 11 - EDUCATIONAL LEAVE
A commanding 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 their employment. The Chief or their 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 commanding officer, and at the discretion of the Chief of Police or the Chief's designee.

Any commanding 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 their position with the City effective the date their leave commenced.

ARTICLE 12 - DEATH LEAVE

In accordance with the Human Resource Administrative Rule 6.08-Funeral and Bereavement Leave up to (3) three days shall be allowed a commanding officer without deduction in pay by reason of the death of a relative. A relative includes their spouse, domestic partner, parents, children, foster children, children under legal guardianship, sister, brothers, grandparents, grandchildren, father-in-law, mother-in-law, sister in-law, brother in-law, daughter in-law, son in-law, grandparents in-law, step-children, step-brother, step-sister, step-parents, step-grandchildren, step-grandparents, and the equivalent relatives of an employee with a domestic partner, or chosen family, or for pregnancy loss. With the approval of the Chief of Police or their designee, an additional three (3) days leave with no deduction in pay may be allowed for necessary funeral travel time. If the death is of the commanding 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.

ARTICLE 13 - FAMILY LEAVE

To provide employees the opportunity to balance their family commitments with their employment obligations, the City shall grant to employees in accordance with the Federal Family and Medical Leave Act of 1993 and the Oregon Family Leave Act (ORS 659.470 through 659.494), in the City's personnel rules and/or administrative procedures including HR Administrative Rules 6.05 and 6.08

Any subsequent changes in the law or the Administrative Rules will be incorporated into this Agreement. Specific rules and/or administrative procedures are available from Bureau timekeepers or the Bureau of Personnel.

During periods of leave covered by the Federal Family and Medical Leave Act and the Oregon Family Leave statutes identified above, eligible employees shall be required to use accrued or accumulated paid leaves, including vacation and, when applicable, sick leave, prior to a period of unpaid leave of absence. The use of sick leave shall be governed by Article 14 except as indicated below in this article.

Parental Leave: In cases where an employee is eligible for Oregon Family Leave and has been granted leave to care for an infant or newly adopted child under 18 years of age, or for a newly placed foster child under 18 years of age, or for an adopted or foster child older than 18 years of age if the child is incapable of self-care because of mental or physical disability ("parental leave"), such employee 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 member's supervisor's approval for each instance of intermittent leave requested.

If an employee is eligible for Oregon Family Leave and has been granted leave

to care for a family member with a serious health condition and has exhausted all other forms of paid leave allowed in this article and in Article 14 - Sick Leave, the employee may use additional sick leave. For purposes of this provision, "serious health condition" and "family member" are as defined in ORS 659.470 to 659.494.

If the duration of the employee's family leave is longer than the amount of the employee's accrued paid leave (not including sick time) the employee 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 leave. In no event may an employee use sick leave under this section to extend family leave beyond twelve (12) weeks per calendar year.

Pregnancy Leave will be granted for disability due to pregnancy or a period of absence for prenatal care. The time for commencing and terminating such leave will be a medical decision certified by the attending physician. Sick leave 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.

ARTICLE 14 - SICK LEAVE

Sick leave accrual and provisions shall be in accordance with the provisions applicable to commanding officers in Chapter 4.28 of the City Code in effect as of April 15, 1989, except that sick leave payoff provisions shall apply as provided in this Article.

In situations where a commanding officer's spouse, parent, child or other person for whom the commanding officer is the legal guardian, becomes ill or injured and alternate means of transporting or caring for such person cannot be arranged immediately by the commanding officer, the commanding officer shall be permitted to use vacation time or sick leave. A maximum of five (5) days sick leave per year may be used as provided in this subsection. The commanding 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.

Unused Sick Leave Upon Retirement. Upon retirement, a commanding officer shall be permitted to apply unused sick leave credits in the following manner:

A. 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, ORS 237.153 and PERS administrative rules, to the extent allowed by law.

B. Unused Sick Leave Upon Retirement for Individuals Covered by the City of Portland Fire and Police Disability and Retirement Fund and PERS Oregon Public Service Retirement Plan Members (OPSRP)

A commanding officer who has accumulated sick leave at the time of their 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 2,080 hours. The cash value of such credit will be calculated on the basis of the commanding officer's pay rate at the time of retirement.
Upon retirement, a commanding officer shall receive a lump sum payment for the sick leave credit to the member's VEBA account per Article 35.C

C. 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 commanding 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.

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. One City employee shall be appointed from each of the following labor organizations: the District Council of Trade Unions (DCTU), the Portland Fire Fighters' Association (PFFA), the Professional and Technical Employees (PROTEC 17), Portland Police Association (PPA)representing Emergency Communications Operators (BOEC), Municipal Employees, Local 483 representing Recreation Instructors (Recreation), the Portland Police Commanding Officers Association (PPCOA), and Laborers' Local 483 representing Portland City Laborers (PCL). 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 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. 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. 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 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 Contributions**

1. 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.

2. **Self-Insured Medical Plan or Kaiser Plan effective Plan Year July 1, 2020.**

   a. Beginning with Benefit Plan year July 1, 2020, 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, 2020, and effective in subsequent plan years, the City shall contribute ninety percent (90%) 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, 2020, 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 ninety percent (90%) 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.

3. **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.

E. **Employee Contributions**

1. **High Deductible Health Plan (HDHP)** 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).

2. **Self-Insured Medical Plan or Kaiser Plan effective Plan Year July 1, 2020.**

   a. Beginning with Benefit Plan year July 1, 2020, 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, 2020, 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 ten percent (10%) of the total medical, vision and dental rates adopted by City Council for the one party, two-party or family enrollees (whichever 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, 2020, 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, 2020, 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 ten percent (10%) 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. **Health Fund Reserves**

1. The Health Fund shall be maintained with adequate reserves to meet fund obligations.

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. **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 offer insured plans is dependent upon the continuing availability of such plans from an insurance carrier and the qualification by the retired employee 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.

H. **Life Insurance**

1. The City shall provide each employee with 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.

I. **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.

J. **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.

K. **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.

L. **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.

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

A. Commanding officers who incur an on-the-job injury or service connected disability shall continue to receive City-paid medical, dental, vision and life insurance continuation for themselves and their dependents for twenty-four (24) months while on non-paid status. Thereafter, the commanding officer is responsible for payment of medical, dental, vision and life premiums.

B. The City shall pay no more than a total of twenty-four (24) months of benefits (medical, dental, vision, life) per injury or disability in a thirty-six (36) month period from the date of the initial injury or disability. The City shall only be responsible for the City's share of any premium due.

C. Example A: Commanding Officer "A" incurs a service-connected injury to their hand. "A" is off work for sixteen (16) months. City-paid benefits continue while "A" is off work. Two (2) years after the initial injury, "A" re-injures their hand and is off for nine (9) months. The City will continue their benefits (medical, dental, vision, life) for the first eight (8) months. "A" is responsible for self-paying their benefits for the ninth month if the commanding officer wishes to continue benefits.

D. Example B: Commanding Officer "B" incurs a service-connected disability. "B" is off work for twenty-six (26) months. City-paid benefits continue for the first twenty- four (24) months while "B" is off work. "B" returns to work. Four (4) years after the initial disability, "B" is again disabled and is off work for six (6) months. City-paid benefits continue while "B" is off work.

E. Example C: Commanding Officer "C" incurs a service-connected injury to their hand. "C" is off work for twenty-four (24) months. City-paid benefits continue while "C" is off work. Two (2) years after the first injury, "C" injures their leg and is off for nine (9) months. City-paid benefits continue while "C" is off work.

F. If a commanding officer is medically separated from service due to personal injury suffered as a direct result of a traumatic injury sustained while on duty on or after the ratification of this Agreement while responding to an emergency situation, in a hot pursuit, or in an on-duty traffic accident, the City shall pay for the medical, dental, vision and life insurance premiums for the officer, and the medical, dental and vision insurance premiums for the

commanding officer's eligible dependents, for the duration of the disability as limited below. Traumatic injury means a wound or a condition of the body caused by external force, including injuries inflicted by bullets, explosives, sharp instruments, blunt objects or other physical blows, chemicals, electricity, climatic conditions, infectious diseases, radiation and bacteria, but excluding stress and strain.

1. Medically separated means the commanding officer has been determined to be medically stationary and unable to perform their duties two years after the date of injury.

2. If the commanding officer is not medically stationary two years after the date of injury the commanding officer shall be considered to be medically separated under the following conditions:

a. the commanding officer is unable to perform their required duties; and

b. the Bureau has received information from the FPD&R or the Worker's Compensation Department that the commanding officer is incapable of any substantial gainful activity; and

c. the commanding officer cooperates in treatment of the disability or in vocational rehabilitation; and

d. the commanding officer agrees to submit to an independent medical and/or vocational assessment at the direction of the Bureau; and

e. the commanding officer signs any necessary release(s) to the FPD&R, or the Worker's Compensation Department, and treatment providers to allow the Bureau to verify any of the requirements of Article 16 (F)(3) above.

3. If the commanding officer is not medically stationary sooner, the commanding officer shall be treated as medically stationary for purposes of Article 16 (F) on the fourth anniversary of the date of disability, regardless of the commanding officer's condition and shall be considered medical separated from the City on that date.

G. The provisions of Section F shall not apply if:

1. The personal injury is the result of stress; strain; occupational illness; or a chronic, progressive, or congenital disease (such as heart or pulmonary disease), unless there is a traumatic injury that is a substantial contributing factor to the personal injury; or

2. The personal injury is caused by the intentional misconduct of the commanding officer; or

3. The commanding officer was voluntarily intoxicated or under the influence of a controlled substance at the time they received the personal injury; or

4. The commanding officer was performing their duties in a grossly negligent manner at the time of the personal injury.

H. In order to be eligible for this insurance benefit, the commanding officer must be incapable of engaging in employment in a job which pays a salary or produces income equivalent to 50% of the current top wage in the classification the officer held at the time of the traumatic injury.

I. The determination of whether a commanding officer is capable of employment under Section G will be made through a vocational assessment conducted by a vocational rehabilitation specialist contracted to perform such assessments by the City.

J. The insurance benefit provided in this section shall be subordinated to other health insurance covering the commanding officer, including Medicare.

K. The obligation of the City to provide the insurance benefit to the commanding officer and the commanding officer's eligible dependents ceases when:

1. the commanding officer is able to return to work as a commanding officer; or

2. the commanding officer becomes capable of engaging in employment which pays a salary or produces income equivalent to 50% of the current top wage in the classification the commanding officer held at the time of the traumatic injury; or

3. the officer is otherwise eligible to retire.

4. The parties agree that for purposes of Article 16 (K), the commanding officer shall cooperate with City requests for annual medical updates and semi-annual earnings information. In order to avoid duplication of effort, this may include signing necessary releases to obtain the required information from the FPD&R or the Worker's Compensation Department.

L. If the City's obligation to provide the insurance benefit to a commanding officer ceases under Article 16 (K)(2), and the commanding officer's condition subsequently changes to where the commanding officer is again not capable of engaging in employment which pays a salary or produces an income equivalent to 50% of the current top step in the classification the commanding officer held at the time of the traumatic injury, the commanding officer's benefit under this article will be reinstated assuming the commanding officer is not disqualified under Article 16(K)(1), 16(K)(3) or 16(K)(4).

M. Notwithstanding any other provision of Article 16 (K) and (L), a disabled commanding officer receiving or eligible to receive benefits under Article 16 (K) and (L) shall not receive such benefits under the following conditions:

1. If the commanding officer is discharged; or
2. for any periods of time during which the commanding officer is incarcerated subsequent to and for the conviction of a crime.

N. No later than ninety (90) days following the execution of this Agreement, the parties shall form a committee to monitor the ongoing

operation of Article 16. The committee shall review, among other items, the types of claims eligible for coverage under Article 16, the development of potential standards for the inclusion of certain stress or infectious disease injuries within Article 16, and the costs to the City of Article 16. The committee shall make non-binding recommendations to the parties no later than January 1, 2002 concerning the operation and potential modification of Article 16. If the City and the Association mutually agree to the inclusion of stress and infectious disease injuries, the inclusions may occur with no further action upon signing of a Memorandum of Agreement between the Director of Human Resources and the Association and approved as to form by the Office of the City Attorney.

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

P. PERS or OPSRP 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, City-paid coverage will continue through the end of the month in which the denial is issued.

Q. A commanding officer who has a non-service connected disability or injury is eligible to participate in City group benefits (medical, dental and vision) at City group rates until Medicare eligible, no longer disabled, termination, or they fail to make the required premium payment. Commanding officers shall be responsible for payment of premiums including any administrative charges the City is entitled to charge self-pay participants under federal and state law.

ARTICLE 17 – VACATION

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

Years of Service (years)	Bi-Weekly Accrual Rate (hours)	Annual Accrual Rate (hours)
0	4.31	112.06
1	4.47	116.22
2	4.62	120.12
3	4.77	124.02
4	4.93	128.18
5	5.08	132.08
6	5.24	136.24
7	5.39	140.14
8	5.54	144.04
9	5.7	148.20
10	5.85	152.10
11	6	156.00
12	6.16	160.16
13	6.31	164.06
14	6.47	168.22
15	6.62	172.12
16	6.77	176.02
17	6.93	180.18
18	7.08	184.08
19	7.24	188.24
20	7.39	192.14
21	7.54	196.04
22	7.7	200.20
23	7.85	204.10
24	8	208.00
25	8.16	212.16
26 +	8.31	216.06

Vacation shall be scheduled at times which are mutually agreeable to the commanding officer and the Chief or the Chief's designee.

Accrual of Credits: Vacation credits will accrue bi-weekly to the individual's account. Such credits may be accumulated up to a maximum of three (3) 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. However, employees who sign a commitment to retire in a specific calendar year shall be allowed to accrue additional vacation for the purposes of vacation payment upon termination of employment. The amount of vacation paid shall not exceed four (4) years' accrual and all vacation in excess of four (4) years accrual shall be forfeited. Employees making a commitment to retire shall specify the date of their retirement and shall forfeit any accrued vacation in excess of the three (3) -year carryover limits above if they do not retire on that date. Upon termination from service for any reason, or in the event of death, the commanding officer, or their heirs, shall be entitled to an immediate lump sum

payment for accrued vacation credits, including those accrued in the current calendar year.

ARTICLE 18 - JURY DUTY
Human Resources Administrative Rule 6.09 will govern jury service.

ARTICLE 19 - HOLIDAY COMPENSATION
Commanding officers shall receive fourteen14) holidays per year. Four (4) of the holidays shall be personal holidays to be taken at the mutual convenience of the commanding officer and the City. The remaining ten (10) holidays shall be New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving, and Christmas, 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.

If a commanding officer works a normally scheduled work day or is ordered to work on one of the designated holidays, they 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 ten(10) 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 they were 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. Up to sixty (60) hours of postponed holiday time credited to the commanding officer's account may be carried from one calendar year to the next; however, postponed holiday time shall be cashed out upon the commanding officer's separation from city employment or retirement.

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.

ARTICLE 20 - SENIORITY AND LAYOFF
Seniority shall be defined as the length of service by the commanding officer in the Bureau within their Civil Service classification following their most recent appointment. Time spent in the Armed Forces, on military leave of absence, other authorized leaves, and time lost because of duty-connected disability shall be included in length of service.

Layoff. In the event of a layoff for any reason, commanding officers shall be laid off in the inverse order of their seniority in their classification. Any commanding officer who is to be laid off who has advanced to their present classification from a lower classification in which they held a permanent appointment shall be given a position in the lower classification. Their

seniority in the lower classification shall be established according to the date of their permanent appointment to that classification.

Recall. Commanding officers shall be reinstated from layoff according to seniority in the classification from which the commanding officer was laid off within the Bureau. No new commanding officers shall be promoted to any classification until all commanding officers on layoff status in that classifications have had an opportunity for reinstatement. Commanding officers shall be entitled to reinstatement rights for a period of five (5) consecutive years from the date of the layoff.

ARTICLE 21 - CLOTHING/EQUIPMENT ALLOWANCE
The City will provide uniforms on a fit-to-size basis for all members of this bargaining unit.

A clothing allowance of $1500.00 per year will be furnished to all commanding officers.

Any allowance paid shall be shown on the annual W-4 form for tax purposes.

ARTICLE 22 - MILEAGE REIMBURSEMENT
Whenever a commanding officer is authorized to utilize their own vehicle in the performance of official and assigned City duties, they shall be reimbursed for mileage in accordance with Internal Revenue Service audit rules for the use of a privately-owned vehicle for business purposes. The mileage reimbursement rate cited above shall be adjusted on January 15 of each year.

ARTICLE 23 - OFF HOURS/EMERGENCY RESPONSE EQUIPMENT
A. All commanding officers shall continue to be provided safety tools and equipment, including ammunition at no cost, as they are now being provided. Practice ammunition shall be provided to commanding officers for use in all Bureau approved weapons.

B. Commanding officers shall not be required to use their personal vehicles in carrying out any of their work duties. The City will reimburse the commanding officers for the reasonable value of any personal property damaged or destroyed in the course of the performance of work or responsibilities.

C. Take-home vehicles furnished to commanding officers under this article shall be furnished at the same cost as is charged to all City employees.

D. Firearms

1. Current employees who have purchased their own Glock duty firearms shall continue to carry their personally owned weapons. The Bureau shall be responsible for the maintenance and repair of the personally owned weapons and for the replacement of the weapons if they are lost or stolen. If an employee who carries their personally owned weapon changes duty assignment to a position where the carrying of a different model weapon is more suitable to the assignment, the Bureau shall furnish the employee with the different model weapon. Disputes as to which model weapon is suitable to an assignment shall be referred to the Safety Committee. The Safety Committee shall make a recommendation to the Chief of Police

who shall make the final decision.

2. When a commanding officer whose duty firearm has been purchased by the City retires, the employee shall be allowed the option of purchasing the firearm from the City at the price originally paid for the firearm by the City.

3. Modification of weapons allowable under Bureau rules (e.g., the addition of night sights or the installation of different magazines) shall be approved by the Bureau; the commanding officer requesting the modification shall be responsible for paying the cost of hardware used in the modification.

4. Commanding officers shall have an opportunity to purchase additional weapons from the City at the City's costs pursuant to the terms set forth in the Bureau's rules.

E. Vests

1. The City shall furnish protective vests to each commanding officer.

2. The vests provided by the City must meet or exceed the standards set by the Safety Committee. If the Safety Committee is unable to decide this matter, the final decision will be left to the Chief of Police or the Chief's designee. However, the vest provided by the Bureau must meet or exceed the ballistic threat level of Bureau- issued sidearm ammunition for day-to-day use by patrol officers.

3. Vests shall be replaced by the City in accordance with the manufacturer's recommended replacement schedule or when the vest fails, is damaged, or is rendered non-usable. If an employee desires to upgrade a vest before the vest is due to be replaced, the commanding officer shall be responsible for paying the entire cost of the upgraded vest.

4. If a commanding officer chooses to purchase their own vest, and if the City approves of the vest for use on duty, the City shall issue the employee a chit or purchase order in the amount the City pays for the vest it most commonly issues to its commanding officers. If the additional cost of the vest is due to the vest not fitting the employee, the City shall pay the entire cost of the vest. Disputes as to whether an issued vest fits shall be resolved by the Safety Committee. If the safety committee is unable to decide the matter, the final decision will be left to the Chief of Police or the Chief's designee.

F. Upon separation from employment, commanding officers shall return to the City vests the City has provided. If the City requests that a commanding officer return a vest provided under Section E, above, the City shall reimburse the employee for any additional cost of the vest paid by the employee in excess of the chit or purchase order issued by the City. The City shall furnish commanding officers all required equipment, to include flashlights and handcuffs. The 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.

ARTICLE 24 - EMERGENCY PROVISIONS

A commanding officer involved in the management of or response to an emergency occurrence shall be provided with adequate hot meals.

ARTICLE 25 - LIABILITY INSURANCE

The City agrees to provide adequate liability insurance for commanding officers.

ARTICLE 26 - PROFESSIONAL DEVELOPMENT

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

The City shall provide a Professional Development Fund in the amount of $60,000 each fiscal year. Funds from this account not expended in a budget year shall be forfeited.

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 their professional development.

d. Membership dues or fees for work-related professional or civic organizations.

e. Education costs for pre-approved college credit toward a degree program, earned at an accredited college or university.

3. 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.

4. 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 three percent (3%) 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 five percent (5%) Top Step Lieutenant wage, paid in equal installments each pay period, as an Education Premium.

ARTICLE 27 - COMMANDING OFFICER EVALUATIONS

1. Performance evaluations shall be conducted on an annual basis.
2. Performance evaluations shall not be subject to the grievance procedure.
3. Performance evaluations are not a disciplinary tool and shall not serve as the basis for discipline, discharge, demotion, or involuntary transfer. Performance evaluations can be considered by management as part of the commanding officers' performance when making promotional and/or assignment decisions.

ARTICLE 28 - REGULATION OF OUTSIDE 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.

3. PPCOA members may participate in the PPA Special Duty for Second Employer Program. PPCOA members may be selected only after PPA members have been given the first opportunity to be selected for the Special Duty for Second Employer Program per Article 57.2 of the PPA Collective Bargaining Agreement. If no PPCOA member is available, the city may then offer the special duty for second employment to other appropriate personnel who are not bargaining unit members. When PPCOA performs special duty work, they shall be paid no lower than the hourly rate of pay received by a straight time top-step Lieutenant.

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 the City. 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. Interview Notice

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

1. Informed of the nature of the investigation and whether they are a witness or an involved member, if and when known; informed of other information necessary to reasonably apprise them of the nature of the allegations of the complaint. An "involved member" is one who is alleged to have violated policy. 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 a representative or legal counsel of the Association, or designee, 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, other City facility, or elsewhere if mutually agreed, unless the emergency of the situation necessitates otherwise. The commanding officer may have an Association representative present to witness the interview provided the representative does not participate in the interview beyond those activities permissible under Weingarten and PECBA. However, the interview may not be unduly delayed awaiting an unavailable Association representative or attorney when other Association representatives are available.

3. The commanding officer being interviewed shall be informed of the person directing the member to participate in an administrative investigation or investigatory meeting, the name of the investigator, and all other persons present during the interview.

4. 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.

5. Interviews shall not be overly long. The commanding officer shall be entitled to such reasonable intermissions as they shall request for personal necessities, telephone calls, and rest periods, with one ten (10) minute intermission every hour, if they request.

6. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the subject investigation.

7. 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 they may also record the interview at their 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.

8. 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 them and/or whose statements will be used against them.

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 they are notified of the action and the reason(s) therefore prior to the effective date of such action.

3. Pre-Determination Notice: The involved member and Association will be provided with a proposed disciplinary letter that sets forth the policies alleged to have been violated, and explanation of the facts and circumstances supporting the alleged policy violations, and the level of proposed discipline being contemplated by the City.

4. Prior to imposing a disciplinary action, the involved member will be given the opportunity to have a pre-determination meeting with the designated authority deciding the disciplinary action. The purpose of the pre-determination meeting is for the member and/or Association to provide any additional information and/or mitigating circumstances for the City's consideration prior to the imposition of any final discipline. The predetermination meeting may be audio-recorded by the City, involved member, and/or Association; and a copy will be shared upon request. If a transcript is created of the pre-determination meeting, such transcript will be furnished to the involved member and/or Association. The involved member may choose to be accompanied at the pre-determination meeting by an Association representative or an Association designated attorney. In lieu of an in-person pre-determination meeting, the involved member and/or Association may provide a written statement to the City no later than the date/time set for the pre-determination meeting. In the event the involved member declines to attend the predetermination meeting or to provide a written statement, the City may proceed with its final discipline decision.

F. Personal Information
No commanding officer shall be required for purposes of assignment or other personnel action to disclose any item of their property income, assets, source of income, or personal or domestic expenditures (including those of any member of their family), unless such information is obtained under proper legal procedures, or tends to indicate a conflict of interest with respect to the performance of their 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 their 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 administrative investigation in which they were an involved member. 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. Criminal investigations of the use of deadly force by members shall be conducted pursuant to the applicable deadly force Bureau directive.

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. The definition and application of just cause is subject to ORS 243.808 *et. seq.* This section shall not apply to counseling and instruction. This section shall not apply to coaching and

counseling and instruction, and such actions will not be used as the basis for subsequent disciplinary action unless the commanding officer is notified at the time of such action, and if notified, the matter will be subject to the grievance procedure.

Disciplinary actions will be imposed using the Corrective Action Guide in Schedule B.

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. In cases of public concern, the City may provide public procedural updates on the status of the investigation and disciplinary process. The City and the Association agree that this paragraph shall be amended to the extent and in the same manner that this paragraph in the collective bargaining agreement with the Portland Police Association with the Portland Police Bureau is amended.

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. The Civil Service Board standard of review follows arbitrator standards for just cause, which are subject to ORS 243.808 *et. seq*. 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 their 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 they have 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.

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.

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.

For matters of disciplinary sanctions imposed by the City of Portland Community Police Oversight Board (Oversight Board), a grievance by a bargaining unit member or the Association will be filed directly to Step III by providing written notice jointly to the Bureau of Human Resources and the Oversight Board.

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 Human Resources 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.

Step IV. After the Bureau of Human Resources has been notified that the Association intends to arbitrate, to invoke arbitration for matters not involving discipline of a sworn law enforcement officer, the City or the Association shall

request from the Oregon Employment Relations Board, a list of the names of seven (7) 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. For grievances involving discipline of a sworn law enforcement officer, the Association will request an arbitrator consistent with ORS 243.808 and in accordance with the process established by the Employment Relations Board.

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.

ARTICLE 32 - SALARY

1. Effective on July 1, 2023, wage rates will be increased as reflected in Schedule A. All commanding officers shall begin receiving the increased salary associated with their current step immediately. This agreement does not affect the advancement dates of commanding officers to the higher steps in the salary schedule.

Effective July 1, 2024, Schedule A wage rates for the period July 1, 2024 to June 30, 2025 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 for large western U.S. cities (CPI-W West Size A) (as measured by the annual change in the index between the second half 2022 and the second half 2023) for the West Region, size A index, 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%).

Effective July 1, 2025, Schedule A wage rates for the period July 1, 2025 to June 30, 2026 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 for large western U.S. cities (CPI-W West Size A) (as measured by the annual change in the index between the second half 2023 and the second half 2024) for the West Region, size A index, 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%).

Effective July 1, 2026, Schedule A wage rates for the period July 1, 2026 to June 30, 2027 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 for large western U.S. cities (CPI-W West Size A) (as measured by the annual change in the index between the second half 2024 and the second half 2025) for the West Region, size A index, 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%).

2. Longevity

Effective July 1, 2023 members shall receive longevity pay in the following manners: Upon the completion of their fifteenth year of service with the Bureau, officers shall receive longevity pay of four percent (4%). Upon the completion of their twentieth year of service with the Bureau, officers shall receive longevity pay of six percent (6%). Upon the completion of their twenty-fifth year of service with the Bureau, officers shall receive longevity pay of eight percent (8%).
Longevity pay shall be calculated on the basis of the Lieutenant's regular hourly rate, not including premium pay.

For purposes of this section, time worked for another law enforcement agency by an 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.

For purposes of this section, time spent on LOS resulting from a nonservice-connected disability where the leave commenced after the date of execution of this agreement shall not be considered to be time worked with the Bureau.

3. 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.

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.

4. DPSST-Certification Premium

Employees who maintain a supervisory certification shall receive 2% of the employee's base wage and employees who maintain a management certificate shall receive 4% of the employee's base wage.

5. ICS-Incident Command System- Certification Premium
Employees who maintain an ICS-400 Certification or equivalent training of the same nature shall receive 3% of the employee's base wage.

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 be absent no more than three 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.

ARTICLE 34 - DEFERRED COMPENSATION PROGRAM
The City shall allow commanding officers to participate in a City Deferred Compensation Program that is currently available to employees. However, if the program is determined not to be allowable as a tax deferral under the Internal Revenue Code, the participating commanding officer shall hold the City and the Association harmless against any and all claims, demands, or other forms of liability arising as a result of any invalidation of the terms and conditions of the Program.

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 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 either the FPD&R retirement system under Chapter 5 of the City Charter, or the PERS/OPSRP, 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 an amount equal in value to 100.0% of the unused sick leave which otherwise would be paid to the commanding officer under Article 14.B at the time of the commanding officer's retirement.

D. For every commanding officer who is covered under the FPD&R retirement system, the City may also contribute to the PPA VEBA trust to the credit of the commanding officer 100% of all vacation leave and any compensatory time off cashed out under this Agreement if the Association elects to do so under Section E below.

E. The amount of unused leave credits to be deposited into the Plan or Plans upon retirement under Section D 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.

F. 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.

G. 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.

H. The City shall withhold two percent (2%) of Top Step Officer's wage 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.

I. 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.

ARTICLE 36 - SAFETY COMMITTEE

A. A sworn safety committee consisting of equal numbers of represented and non- represented employees shall confer on City time with a view to

maintaining safe equipment and safe working conditions. There shall be four represented employees;
three appointed by and representing the Portland Police Association and one appointed by and representing the Portland Police Commanding Officers' Association.

B. If the committee meets on the time off of association appointees, the shifts and/or days off of the association appointees shall be adjusted to allow the appointees to attend the meeting on on-duty time. Time in attendance at safety committee meetings is not included in the hours of union activities.

C. The committee shall have co-chairs, one each selected by represented and non-represented employees. Among the members of the sworn safety committee, at least one member each from the City, the PPA and the PPCOA shall also serve as liaisons to the Police Bureau's standing safety committee. The parties shall ensure that one member each of the sworn safety committee shall have the following assignments: (1) North Precinct; (2) Central Precinct; (3) East Precinct; (4) Traffic Division; and (5) Investigations Branch.

D. The committee shall meet monthly. Upon mutual agreement, the committee may meet more or less frequently, but must meet at least once a quarter. The committee meets in order to identify recommendations to the City and conclusions or recommendations of the safety committee are not binding on the City.

ARTICLE 37 - LEGAL FEES
The City agrees to reimburse a commanding officer 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 their duty as a police officer.

The reimbursement shall not be made if:

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. The Association shall submit an invoice for reimbursement to the Bureau no later than sixty (60) days after the criminal case or disciplinary proceeding closes.
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 38 - ALTERNATIVE SHIFT SCHEDULE

Should the Chief of Police decide to implement an alternative shift schedule to include, but not limited to, a four-ten or five-nine schedule, those options will be discussed with the Association. The decision to implement any alternative shift schedule is at the sole discretion of the Chief of Police.

ARTICLE 39 - EMERGENCY EVENT COMPENSATION

Commanding Officers assigned duties and responsibilities as the direct result of an emergency declared under Chapter 15.04 of the City Code and Charter shall be compensated for all hours worked in excess of the Commanding Officer's normally scheduled work hours rounded to the nearest one-half (½) hour.

The Chief of Police shall have the discretion to approve compensation to Commanding Officers for hours worked in excess of the Commanding Officers normally scheduled work hours as the direct result of an emergency declared by the Governor of Oregon or the Multnomah County chairperson. The Chief's decision shall be final, and shall not be subject to the grievance procedure.

ARTICLE 40 - SAVINGS CLAUSE

Should any section or portion thereof of this Contract be held unlawful and unenforceable by any court of competent jurisdiction, or upon mutual agreement of the parties, such decision shall apply only to the specific section or portion thereof, directly specified in decisions; upon the issuance of such a decision, the parties agree immediately to renegotiate a substitute, if possible, for the invalidated section or portion thereof.

ARTICLE 41 - 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, 2027.

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.

SCHEDULE A - SALARY RATES

Rates effective July 1, 2023
[To be Updated by Class Comp]

JOB TITLE	ENTRY RATE	AFTER 1 YEAR	AFTER 2 YEARS
Police Lieutenant	$64.94	$67.54	$70.24

SCHEDULE B – CORRECTIVE ACTION GUIDE

[See attachment – Per Article 30]

ATTACHMENT "B" – MEMORIALIZATION OF OTHER AGREEMENTS

The parties acknowledge that the Portland City Council adopted ordinances during the term of the parties' 2006-2010 Collective Bargaining Agreement, and upon expiration during hiatus, concerning police oversight reform, including but not limited to changes to the duties, powers, and processes of the Independent Police Review division of the Auditor's Office, the Police Bureau's Police Review Board, and the Citizen Review Board. The parties further acknowledge that, pursuant to said ordinances, the City (including the Police Bureau and Independent Police Review Division) have adopted changes to police oversight policies and protocols. The parties agree that any PECBA obligations related to said ordinance, policy, and protocol changes are fully met and discharged.

The parties further agree that Drug Testing shall be conducted pursuant to Bureau Policy separately Tentatively Agreed to. Random testing there under shall not be conducted prior to July 1, 2011. The parties agree that any PECBA obligations related to random drug testing pursuant to said policy are fully met and discharged.

Exhibit A

LETTER OF AGREEMENT

The parties to this Letter of Agreement (LOA) are the City of Portland (City) and the Portland Police Command Officers' Association (PPCOA).

Background

1. The City and PPCOA are parties to a collective bargaining agreement (CBA) effective July 1, 2020 through June 30, 2023.
2. The City and the Portland Police Association implemented a new Corrective Action Guide in the Labor Agreement between the Portland Police Association and the City of Portland dated July 1, 2021 through June 30, 2025.
3. To ensure consistency and fairness in disciplinary actions across the Portland Police Bureau, the parties to this LOA desire to implement the same Corrective Action Guide.

Agreement

The Parties agree as follows:

1. Article 30 of the CBA is amended to add the following new paragraph after the end of the first paragraph and before the beginning of the current second paragraph:
    a. "Disciplinary actions will be imposed using the Corrective Action Guide in Schedule B."
2. The attached document, titled "Schedule B - Corrective Action Guide," will be appended to the CBA, located after "Schedule A – Salary Rates" and before "Index."
3. This LOA shall be effective upon execution by all parties and ratification of City Council by ordinance.
4. This LOA shall remain in effect for the remainder of the existing CBA and for the duration of the successor CBA that the parties enter into at the conclusion of the existing CBA.

For the City:

_____

Charles Lovell, Date
Police Chief

_____

Cathy Bless, Date
BHR Director

Approved as to Form:

_____

Lisa Rogers, Date
Chief Deputy City Attorney

For the Union:

_____

Casey Hettman Date
PPCOA President

SCHEDULE B – CORRECTIVE ACTION GUIDE

GOALS

The goals and objective of this corrective action guide is to provide for the following:

- Accountability
- Clarity
- Consistency
- Correct Behavior
- Improve Trust with Community
- Improve Trust for Employees and Employer

LEVELS OF ACCOUNTABILITY

Generally, corrective measures include the following actions:

- Command Counseling (not considered disciplinary)
- Letter of Reprimand
- Suspension
- Demotion
- Termination

Levels of corrective action are placed into five general categories: A – E

- A – Letters of Reprimand and Command Counseling, for minor administrative policy and conduct violations (for example: tardiness).

- B, C, D – Misconduct not necessarily resulting in termination and other non-terminable correction action with likely suspension without pay.
    - In most cases, employees continue as officers.
    - Continued employment meets the goals of accountability, clarity, consistency, correcting behavior, improving community trust and improving employee trust.
    - Aggravating or mitigating factors may be considered.

- E – Termination without Mitigation for cases involving:
    - Felonious conduct or Felony Crime Conviction
    - Domestic Violence
    - Untruthfulness
    - Public Corruption for Monetary Gain
    - Out-of-policy use of deadly force or significant violation of the confrontation management performance policy during use of deadly force.
    - Intentional Misuse of Police Authority based on Protected Class Status

Note: These corrective actions do not necessarily address day-to-day directives or instruction, though continued performance deficiencies may lead to progressive corrective action.

STEPS TO DETERMINE ACTION

Step 1: Review the type of conduct to determine category A-E. Apply the higher category for conduct that violates one or more policies and that falls into more than one category. The highest category is E.

Step 2: Identify presumptive "level" of corrective action associated with the category identified at Step 1.

Step 3: Apply mitigating and aggravating factors as relevant to determine if a greater or lesser corrective action than the presumptive level applies. Aggravation and mitigation do not change the category, but change the level of discipline within the same category.

Education Based Alternatives will be offered upon imposition of discipline for Categories B, C and D as identified on the guide.

PRINCIPLES

- Negligent: an officer fails to use reasonable care, which is the degree of care and judgment used by reasonably careful police officers in the management of their own affairs to avoid harming themselves, others, or property. See Uniform Civil Jury Instruction 20.02.
- Reckless: an officer is aware of and consciously disregards a substantial and unjustifiable risk that the result will occur or that the circumstance exists. The risk must be of such nature and degree that disregard thereof constitutes a gross deviation from the standard of care that a reasonable police officer would observe in the situation. See ORS 161.085(9).
- Intentional: an officer acts with a conscious objective to cause the result or to engage in the conduct so described. See ORS 161.085(7).
- Application of any mental state is done using the standard of a reasonable person within their job classification at the time the act or omission occurs.

CATEGORY NARRATIVE

Categories A - E, as presented in the Corrective Action Guide, are further described in this narrative. In the process of determining the correct Category, a review should first rely on the definitions provided in the Corrective Action Guide. This Category Narrative is intended to assist decision makers by giving a general overview of various types of conduct that could fall into a particular Category. Examples are a general overview and are not absolute. Dependent on the

totality of circumstances, alleged conduct could fall under more than one Category.

Category A

A. Conduct in violation of one or more City or Bureau policies that involves:

1. **A minor violation of policy;**
   For example: Minor deviation from: vehicle pursuit policy, confrontation management performance policy; failure to warn (prior to use of force); duty to intervene/report policy, or administrative BWC policy.
2. **A quality-of-service issue;**
   For example: Failure to write a report (excludes FDCR or ORS mandated report); failure to appear in court.
3. **Discourtesy;**
   For example: Rude or dismissive behavior/language; use of profanity not directed at a person.
4. **Negligence;**
   For example: Minor mishandling of property such as inadvertently dropping and damaging a cell phone.
5. **Inefficient or negligent use of department resources; or**
   For example: Negligent Discharge of Less Lethal/Taser
6. **Minor property damage.**
   For example: Vehicle crash (excludes first-time minor Bureau vehicle damage)

Vehicle accidents: First time Bureau vehicle accidents resulting in minor property damage (e.g., backing into a pole) may appropriately be handled through non-disciplinary remediation and EIS.

Category B

B. Conduct in violation of one or more City or Bureau policies that involves:

1. **Violation of a policy that is neither minor nor significant;**
   For example: Vehicle pursuit policy, confrontation management performance policy, duty to intervene/report policy, or administrative BWC policy; policy violation resulting in negligent discharge of a firearm; disclosure of confidential information; use of profanity directed at another but not based on a protected class.
2. **Involves foreseeable risk, or actual impact, to safety of public or others.**
3. **Out of policy use of force intended to establish control of a resistant subject, but not intended or likely to cause persistent pain or physical injury (Category IV use of force policy);**
4. **Unintentional/minor procedural law violation;**

For example: Search and seizure.

5. **Third-party property damage;**
   For example: Vehicle crash involving damage to third-party property that is not significant.
6. **Failure to take some required important action; <u>or</u>**
   For example: Failure to complete FDCR or ORS mandated report; failure to adhere to ORS mandated arrest.
7. **Failure to correct behavior after multiple (two or more) Category A violations involving the same or similar conduct.**

<u>Category C</u>

C. Conduct in violation of one or more City or Bureau policies that involves:

1. **A significant violation of a policy that is not intentional or reckless.**
   For example: Vehicle pursuit policy; duty to intervene/report policy; or BWC policy.
2. **Involves a foreseeable significant risk or significant actual impact to safety of public or employees**;
3. **Out of policy use of force that is reasonably likely to cause non-enduring: pain, disorientation, physical injury, or the complaint of pain (Category III use of force policy);**
4. **Major third-party property damage;**
5. **Intentional or reckless violation of civil rights that is not a significant departure from established police practice;**
6. **Non-injury or non-property damage off-duty DUII;**
7. **Discriminatory or harassing conduct based on protected class status; <u>or</u>**
   For example: BHR 2.02 violations or disparate treatment. A 2.02 violation could be a category C or D as defined.
8. **Failure to correct behavior after multiple (two or more) Category B violations involving the same or similar conduct.**

<u>Category D</u>

D. Conduct in violation of one or more City or Bureau policies that involves:

1. **A significant policy violation that is intentional or reckless:**
   For example: Intentional or reckless violation of duty to intervene/report policy or BWC policy; intentional or reckless evidence mishandling; intentional or reckless violation of search and seizure policy
2. **Out of policy use of force that is reasonably likely to cause enduring: pain, physical injury, disability or impairment of any body part, but does not result in death (Category II use of force policy);**
3. **Significant violation of confrontation management performance policy;**

4. **A serious lack of integrity, ethics or character related to an officer's fitness to hold the position of police officer;**
5. **Unethical behavior for personal gain;**
   For example: Display of a firearm or badge for personal gain
6. **A pattern of sustained rule violations that does not respond to corrective action or training. A pattern is considered at least more than five sustained violations;**
7. **Untruthfulness that is not relevant to the duties of the job classification;**
8. **Insubordination;**
9. **Retaliation;**
10. **Controlled substance abuse (excludes "first-offense" under PPA/PPCOA Substance Abuse Policy);**
11. **An intentional or reckless civil rights violation that is a significant departure from established police practice;**
12. **Discriminatory or harassing conduct based on protected class status that shocks the conscience of a reasonable person;**
    For example: BHR 2.02 or disparate treatment that shocks the conscience.
13. **Off-duty DUII resulting in personal injury or property damage;**
14. **Reckless misconduct with foreseeable risk of serious injury; or**
15. **Failure to correct behavior after multiple (two or more) Category C violations involving the same or similar conduct.**

Category E

E. Conduct in violation of one or more City or Bureau policies that involves:

1. **A felony crime conviction or felonious misconduct;**
2. **Domestic violence;**
3. **Criminal conviction of a crime that is a DPSST certification disqualifying crime;**
4. **Untruthfulness**
   (for example: Truthfulness Directive 310.50)
5. **Public corruption for monetary gain;**
6. **Intentional misuse of police authority based on protected class status; or**
7. **Out-of-policy use of deadly force or significant violation of the confrontation management performance policy during use of deadly force. (For example: Category I use of force).**

EDUCATION-BASED ALTERNATIVES

The City and its Police Bureau members place a high value on education and continuous performance improvement. Upon imposition of discipline and consistent with the Corrective Action Guide, the City will offer education-based alternatives (EBA) to assist in remediation

related to the policy violations. EBA alternatives will be determined by the final decision maker, who may also receive input from others within the decision -making process. An employee may elect to engage in education-based alternatives as part of corrective action.

Education Based Alternatives are coupled with corrective action (other than termination), and may include:

- Individualized remedial plan related to the policy violation and created with employee that emphasizes education, training, and other creative interventions to promote a positive outcome and avoid employee embitterment;
- Mutual Mediation; and/or
- Re-training.

The City is not precluded from directing employees to engage in education-based courses or other remedial actions, whether or not it is part of an EBA.

Upon successful completion of EBA, an addendum to the corrective action will be attached to the final corrective action letter to identify the specific EBA completed.

In the event a member does not complete EBA in a timely manner, the original corrective action, without the EBA option, will be imposed.

AGGRAVATING AND MITIGATING FACTORS

Aggravating factors are circumstances that increase the severity of the impact of the directive violation.

Mitigating factors are circumstances that do not excuse or justify the conduct but decrease the severity of the impact of the directive violation.

*Aggravating or mitigating factors are applied only ***after*** the sustained finding(s) for the totality of the conduct found and after any due process meeting. These factors are only used to alter a corrective action level. Aggravating and mitigating factors do not alter the category of conduct.

ACKNOWLEDGEMENTS

The parties agree as follows:

A. Should a disciplinary action be grieved to an arbitration, the arbitrator is bound the terms of the Corrective Action Guide and by ORS 243.706(3) and ORS 243.808 et seq.

B. The Parties agree that the question of the appropriate "Category" under the Corrective Action Guide for the alleged misconduct is a question of proof, by a preponderance of the evidence, by the City consistent with ORS 243.808(1)(a) inclusive of a showing by the City of just cause under ORS 236.350.

C. If the Arbitrator determines that City has not proven any policy violation, then the Arbitrator has the authority to rescind the discipline.

D. If the Arbitrator determines that the City has proven some but not all of its alleged policy violations, and/or that the policy violation(s) is incorrectly Categorized under the Corrective Action Guide, the Arbitrator has the authority to downgrade the Category in the Corrective Action Guide. In such event, the hearing process will be suspended, and the determination of the appropriate sanction will divert back to the City. The City has twenty-one (21) calendar days from the Arbitrator's ruling to provide a formal notice of proposed sanction to the Arbitrator, Union and member. The parties may mutually agree to the proposed disciplinary action and resolve the grievance. If the new proposed disciplinary action is contested by the Union, the Arbitrator will retain jurisdiction, and the parties will return to the Arbitrator whose ruling will be limited to the issue of the amount of the new proposed disciplinary action, which shall be judged based on the standard as set forth in paragraph E below.

E. If the Arbitrator determines that the City has proven the alleged policy violations, the Arbitrator shall uphold the disciplinary action, unless the Arbitrator finds that the disciplinary action was arbitrary and capricious as required by ORS 234.808(1)(b). For termination cases, the Arbitrator is further subject to ORS 243.808(1)(c).

F. The Corrective Action Guide applies to administrative investigations opened on or after the date of ratification of the 2021-2025 collective bargaining agreement. The prior advisory disciplinary guide and associated Discipline Guide LOA will remain in effect for all administrative investigations open before the date of ratification of the 2021-2025 collective bargaining agreement.

Exhibit A

Category A

CATEGORY		LEVEL	AGGRAVATION/MITIGATION
STEP 1 **Step 1 Process: Review conduct to determine category**		**STEP 2** **Step 2 Process: Based on category, move to presumptive level**	**STEP 3** **Step 3 Process: Apply aggravation and mitigation factors as relevant to determine corrective action**
Note: if conduct falls into 2 categories or more, the higher of the categories applies. The highest category is E.		**Presumptive Corrective Action Level (presumptive for B, C, or D is yellow, orange, or red). For multiple sustained violations, the presumptive action level initiates with the higher presumptive corrective action level.**	**Mitigating/Aggravating Circumstances Move Corrective Action One Level Up or Down ***
A	**Conduct in violation of one or more City or Bureau Policies that involves:** (1) a minor violation of policy; (2) a quality-of-service issue; (3) discourtesy; (4) negligence; (5) inefficient or negligent use of department resources; or (6) minor property damage.	Non-Disciplinary - Command Counseling, remedial training, or voluntary and mutual mediation. Written Reprimand	

* Aggravating and Mitigating factors are only applied after Step 1 (determination of category) and after Step 2 (determination of presumptive level) are concluded. The mitigation and aggravation factors are used only to alter a corrective action level within a specified category. These factors do not alter the category of conduct.

Education-Based Corrective Action can include remedial training and/or independent study.

** In exceptional circumstances, and at the City's sole discretion, corrective action less than termination may be recommended by the decision maker, either the Police Chief or Oversight Board, to the Commissioner in Charge for approval.

SWOP = Suspension without Pay; the number refers to the number of hours. Suspensions must be in the increments listed.

Exhibit A

Category B

CATEGORY		LEVEL		AGGRAVATION/MITIGATION
STEP 1 **Step 1 Process: Review conduct to determine category**		**STEP 2** **Step 2 Process: Based on category, move to presumptive level**		**STEP 3** **Step 3 Process: Apply aggravation and mitigation factors as relevant to determine corrective action**
	Note: if conduct falls into 2 categories or more, the higher of the categories applies. The highest category is E.	**Presumptive Corrective Action Level (presumptive for B, C, or D is yellow, orange, or red). For multiple sustained violations, the presumptive action level initiates with the higher presumptive corrective action level.**		
B	**Conduct in violation of one or more City or Bureau Policies that involves:** (1) violation of a policy that is neither minor nor significant; (2) involves foreseeable risk, or actual impact, to safety of public or others; (3) out-of-policy use of force intended to establish control of a resistant subject, but not intended or likely to cause persistent pain or physical injury (Category IV use of force policy); (4) unintentional/minor procedural law violation; (5) third-party property damage; (6) failure to take some required important action; or (7) failure to correct behavior after multiple (2 or more) category A violations involving the same or similar conduct.	Written Reprimand		**Mitigating/Aggravating Circumstances Move Corrective Action One Level Up or Down ***
		10 SWOP Presumptive	Education-based alternatives (EBA) may be used in lieu of suspension hours for one-half of the suspension. A 10 hour-suspension may be reduced to a written reprimand via EBA.	
		20 SWOP		

* Aggravating and Mitigating factors are only applied after Step 1 (determination of category) and after Step 2 (determination of presumptive level) are concluded. The mitigation and aggravation factors are used only to alter a corrective action level within a specified category. These factors do not alter the category of conduct.

Education-Based Corrective Action can include remedial training and/or independent study.

** In exceptional circumstances, and at the City's sole discretion, corrective action less than termination may be recommended by the decision maker, either the Police Chief or Oversight Board, to the Commissioner in Charge for approval.

SWOP = Suspension without Pay; the number refers to the number of hours. Suspensions must be in the increments listed.

Exhibit A

Category C

CATEGORY		LEVEL		AGGRAVATION/MITIGATION
STEP 1 **Step 1 Process: Review conduct to determine category**		**STEP 2** **Step 2 Process: Based on category, move to presumptive level**		**STEP 3** **Step 3 Process: Apply aggravation and mitigation factors as relevant to determine corrective action**
Note: if conduct falls into 2 categories or more, the higher of the categories applies. The highest category is E.		**Presumptive Corrective Action Level (presumptive for B, C, or D is yellow, orange, or red). For multiple sustained violations, the presumptive action level initiates with the higher presumptive corrective action level.**		
C	**Conduct in violation of one or more City or Bureau Policies which involves:** (1) a significant violation of a policy that is not intentional or reckless; (2) involves a foreseeable significant risk or significant actual impact to safety of public or employees; (3) out-of-policy use of force that is reasonably likely to cause non-enduring: pain, disorientation, physical injury or the complaint of pain (Category III use of force policy); (4) major third-party property damage; (5) intentional or reckless violation of civil rights that is not a significant departure from established police practice; (6) non-injury or non-property damage off duty DUII; (7) discriminatory or harassing conduct based on protected class status; or (8) failure to correct behavior after multiple (2 or more) Category B violations involving the same or similar conduct.	20 SWOP 40 SWOP Presumptive 80 SWOP	Education-based alternatives may be used in lieu of suspension hours for one-half of the suspension.	**Mitigating/Aggravating Circumstances Move Corrective Action One Level Up or Down ***

* Aggravating and Mitigating factors are only applied after Step 1 (determination of category) and after Step 2 (determination of presumptive level) are concluded. The mitigation and aggravation factors are used only to alter a corrective action level within a specified category. These factors do not alter the category of conduct.

Education-Based Corrective Action can include remedial training and/or independent study.

** In exceptional circumstances, and at the City's sole discretion, corrective action less than termination may be recommended by the decision maker, either the Police Chief or Oversight Board, to the Commissioner in Charge for approval.

SWOP = Suspension without Pay; the number refers to the number of hours. Suspensions must be in the increments listed.

Exhibit A

Category D

CATEGORY		LEVEL		AGGRAVATION/MITIGATION
STEP 1 **Step 1 Process: Review conduct to determine category**		**STEP 2** **Step 2 Process: Based on category, move to presumptive level**		**STEP 3** **Step 3 Process: Apply aggravation and mitigation factors as relevant to determine corrective action**
Note: if conduct falls into 2 categories or more, the higher of the categories applies. The highest category is E.		**Presumptive Corrective Action Level (presumptive for B, C, or D is yellow, orange, or red). For multiple sustained violations, the presumptive action level initiates with the higher presumptive corrective action level.**		
D	**Conduct in violation of one or more City or Bureau Policies which involves:** (1) a significant policy violation that is intentional or reckless; (2) out-of-policy use of force that is reasonably likely to cause enduring: pain, physical injury, disability or impairment of any body part, but does not result in death (Category II use of force policy); (3) significant violation of confrontation management performance policy; (4) a serious lack of integrity, ethics or character related to an officer's fitness to hold the position of police officer; (5) unethical behavior for personal gain; (6) a pattern of sustained rule violations that does not respond to corrective action or training (a pattern is considered to be at least more than five sustained violations; (7) failure to correct behavior after multiple (2 or more) Category C violations involving the same or similar conduct; (8) insubordination; (9) retaliation; (10) controlled substance abuse (excludes "first-offense" under PPA/PPCOA Substance Abuse Policy); (11) An intentional or reckless civil rights violation that is a significant departure from established police practice; (12) discriminatory or harassing conduct based on protected class status that shocks the conscience of a reasonable person; (13) off-duty DUIII resulting in personal injury or property damage; (14) reckless misconduct with foreseeable risk of serious injury; (15) untruthfulness that is not relevant to the duties of the job classification.	80 SWOP 120 SWOP Presumptive Termination	Education-based alternatives may be used in lieu of suspension hours for one-half of the suspension. Demotion is an option for promoted positions for either when (A) the conduct impacts the ability to continue to serve in a supervisory role and/or (B) demotion serves as an alternative to termination in exceptional circumstances.	**Mitigating/Aggravating Circumstances Move Corrective Action One Level Up or Down ***

* Aggravating and Mitigating factors are only applied after Step 1 (determination of category) and after Step 2 (determination of presumptive level are concluded. The mitigation and aggravation factors are used only to alter a corrective action level within a specified category. These factors do not alter the category of conduct.

Education-Based Corrective Action can include remedial training and/or independent study.

** In exceptional circumstances, and at the City's sole discretion, corrective action less than termination may be recommended by the decision maker, either the Police Chief or Oversight Board, to the Commissioner in Charge for approval.

SWOP = Suspension without Pay; the number refers to the number of hours. Suspensions must be in the increments listed.

Exhibit A

Category E

CATEGORY		LEVEL	AGGRAVATION/MITIGATION
STEP 1 **Step 1 Process: Review conduct to determine category**		**STEP 2** **Step 2 Process: Based on category, move to presumptive level**	**STEP 3** **Step 3 Process: Apply aggravation and mitigation factors as relevant to determine corrective action**
Note: if conduct falls into 2 categories or more, the higher of the categories applies. The highest category is E.		**Presumptive Corrective Action Level (presumptive for B, C, or D is yellow, orange, or red) For multiple sustained violations, the presumptive action level initiates with the higher presumptive corrective action level.**	
E	**Conduct in violation of one or more City or Bureau Policies which involves:** (1) a felony crime conviction or felonious misconduct; (2) domestic violence; (3) criminal conviction of a crime that is a DPSST certification disqualifying crime; (4) untruthfulness; (5) public corruption for monetary gain; (6) intentional misuse of police authority based on protected class or status; or (7) out-of-policy use of deadly force or significant policy violation of the confrontation management performance policy during use of deadly force.	Termination**	

* Aggravating and Mitigating factors are only applied after Step 1 (determination of category) and after Step 2 (determination of presumptive level) are concluded. The mitigation and aggravation factors are used only to alter a corrective action level within a specified category. These factors do not alter the category of conduct.

Education-Based Corrective Action can include remedial training and/or independent study.

** In exceptional circumstances, and at the City's sole discretion, corrective action less than termination may be recommended by the decision maker, either the Police Chief or Oversight Board, to the Commissioner in Charge for approval.

SWOP = Suspension without Pay; the number refers to the number of hours. Suspensions must be in the increments listed.

Note: Multiple violations of policy in the same incident may lead to multiple sanctions.

Exhibit A

Aggravating and Mitigating Factors

Note: The mitigating and aggravating factors are used only to alter a corrective action level within a specified category, and these factors do not alter the category of conduct. An aggravating or mitigating factor will not be considered if already considered in determining the category.	**CALCULATION**
Aggravating Factors - Add point/s	Points
Intentional conduct	2
Significant impact on community member or City operations/mission	2
Significant property damage or serious physical injury	2
Does not accept responsibility if policy violation is undisputed	1
Delay in reporting	1
Attempt to cover up conduct or behavior	2
Motivated by personal interest	1
Failure to meet documented expectations	1
Supervisory Position	1
Other (specified on a case-by-case basis) (Only to be used by final decision maker)	1
Total:	
	14
Mitigating Factors - Subtract point/s	Points
Unintentional conduct	1
No impact on commuity member or City operations/mission	1
No property damage or physical injury	1
Self-reported the violation	1
Attempt to ameliorate or correct the error (but not done to hide the error)	2
Positive attitude; accepts responsibility	2
Motivated by public interest or wellbeing of others	2
Positive work history	1
No repeated or other sustained violations	2
Other (specified on a case-by-case basis) (Only to be used by final decision maker)	1
Total:	
CALCULATION	**14**
Each factor that applies receives a corresponding point value. Factors that do not apply receive no point value. Subtract mitigation total (green) from aggravation total (red). If the number is negative, corrective action is mitigated. If the number is positive, the violation is aggravated. If the number is 0, the violation is neither mitigated nor aggravated. Aggravating and mitigating factors apply to the totality of the conduct sustained. Note: An aggravating or mitigating factor will not be considered if already considered in determining the category.	**0**

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For the City of Portland

Ted Wheeler, Mayor

Cathy Bless, Director, Bureau of Human Resources

Simone Rede, City Auditor

Jerrell Gaddis , Labor Relations Manager

Approved as to Form:

Lisa Rogers, Deputy City Attorney

For the PPCOA

Casey Hettman, President