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ARTICLE 21

(City Mediation Counter proposal: 9-9-21 revised 4:30)

DISCHARGE AND DEMOTION PROBATIONARY PERIODS

~~21.1 Discharge or demotion shall be for just cause, and in such case, an officer in permanent status may choose between two avenues of appeal:~~

~~21.1.1 The officer may exercise appeal rights under Chapter 4 Civil Service, Article 5 of the City of Portland Charter, or~~

~~21.1.2 The Association may, in lieu of these provisions established pursuant to the City Charter, be allowed to take up the matter at Step II of the Grievance Procedure.~~

~~21.2 These two avenues of appeal do not apply to an officer who~~

(Bargaining Note: Concepts of Articles 21.1 and 21.2 to be moved to Article 20.)

21.1 The City and Association acknowledge the need to observe and review the performance of new hires, lateral hires, and promoted members employees during probationary periods to determine if the member employee is suited for the position. Probationary periods are as follows:

21.1.1 Is separated during the e Sworn Entry. Eighteen (18) months' entry level probationary period for a sworn police officer, or

21.1.2 Fails to successfully complete the t Sworn Promotional. Twelve (12) months' probationary period for a sworn promotional position, and is reverted to the officer's former classification, or Sworn employees who do not successfully complete their promotional probationary period, as determined by the City, will revert to their former classification, absent independent disciplinary action, in the form of discharge.

(bargaining note: City retains right to discipline employees regardless of probationary status)

21.1.3 Is separated during the t Sworn Lateral. Twelve (12) months' lateral sworn probationary period or during the a six (6) month's lateral probationary extension period.

21.1.3.1 The Chief of Police or the Chief's designee may reasonably extend the twelve (12) month's sworn lateral probationary period by six (6) months.

21.1.4 Is separated during the t. Public Safety Support Specialist. Non-Sworn Entry. Twelve (12) months' non-sworn probationary period.

21.2.4.1 However, a Public Safety Support Specialist Reversion. Non-Sworn Reversion. A non-sworn employee who fails the eighteen (18) month entry level probationary period for a sworn Police Officer may revert, at the Police Chief's

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discretion, to their former non-sworn Public Safety Support Specialist Classification if a position in that classification is available. If reverted, the employee's anniversary date and wage rate shall be set as if the employee had continued without interruption in the Public Safety Support Specialist Classification.

(bargaining note: City retains right to discipline employees regardless of probationary status).

~~21.3 The City retains the right to restrict or suspend an officer's police powers during the pendency of investigation and imposition of discipline, criminal investigation, or pending clearance in a medical or psychological fitness for duty examination. The City retains the right to end premium pay for officers with restricted or suspended police powers. The City will comply with ORS 181.789(4) when ending premium pay for officers with restricted or suspended police powers. Removal of police powers shall not be considered disciplinary.~~

(Bargaining Note: Article 21.3 to be moved to Article 20.)

21.2 Disciplinary appeal rights for probationary employees are set forth in Article 20.1.

21.3 Upon mutual agreement by the City and Association, a sworn or non-sworn employee's probationary period (new hire, lateral, promotional) may be extended for an additional period, not to exceed six (6) months.

(Bargaining note: Parties recognize that a probationary period may need to toll due to periods of medical leaves in order to maintain probationary observation periods.)

21.4 For the purposes of this article, a twelve (12) month probationary period equals three hundred and sixty-five (365) calendar days from date of hire or promotion, an eighteen (18) month probationary period equals five hundred forty-eight (548) calendar days from date of hire, and a six (6) month probationary period extension reflects one-hundred and eighty (180) calendar days from date of probationary extension.

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Revised Version II

ARTICLE 23
SENIORITY

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23.1 For sworn employees, seniority shall be defined as the length of uninterrupted service by the officer in the Bureau within the officer's Civil Service classification following the officer's most recent appointment. Time spent in the Armed Forces, on military leaves of absence, other authorized leaves and time lost because of duty-connected disability shall be included in length of service. If an officer who has been promoted within the ranks of the Police Bureau reverts to a position the officer formerly held, the officer's seniority shall be the sum of the seniority earned in the promotional class and in the class to which the officer reverts.

23.1.1

23.2 Seniority for non-sworn Public Safety Support Specialists is defined as the length of uninterrupted service by the employee in the Bureau within the employee's classification following the employee's most recent appointment. Time spent in the Armed Forces, on military leaves of absence, other authorized leaves and time lost because of duty-connected disability will be included in the length of service. If a non-sworn employee moves to a sworn position, the employee's non-sworn seniority will not transfer to the employee's new sworn position. However, if the employee reverts to a formerly held non-sworn Public Safety Support Specialist position from a sworn position within two years of their appointment to the sworn position, the employee's seniority will be the sum of the seniority earned in the sworn class and in the non-sworn class to which the employee reverts.

23.1.2 Ties in seniority for non-sworn Public Safety Support Specialists will be broken first by date of hire, then by ranking during the hiring process, and then by offer date. Any further ties will be broken by lot.

(language from PS3 MOU with a minor grammatical word edits)

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23.2 Subject to staffing manpower needs and maintaining efficiency of the Division/Detail, seniority shall be the prime factor in the selection of shifts and days off provided the officer is otherwise qualified. Seniority shall govern in the selection of vacation and holidays.

^{.3}
23.3 In the case of voluntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacations. The transferring officer may not use seniority to bump another officer's shift or days off until 45 days from the date of the written request.

^{.4}
23.4 In the case of involuntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacation. In the event of an involuntary transfer, the City shall accommodate the shift and/or days off preferences of transferring officers immediately, and shall not involuntarily bump any other officer for at least thirty (30) days from the time the bumped officer receives notice of the bump.

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23.5 For the purposes of this section, the phrase "Transferring Officer" shall refer to an officer desiring to change shifts, days off, or assignments, or an officer who is involuntarily transferred.

23.5.1 ~~Within ninety (90) days of the execution of this Agreement, The Bureau shall~~ prepare a form to be used by officers desiring to transfer between reporting units and/or from one shift, assignment, or day off configuration to another within the same reporting unit. For the purposes of this Agreement, this form shall be referred to as the "Transfer Request Form." The Transfer Request Form shall contain a place for transferring officers to indicate their preferences with respect to shifts and days off.

23.5.2 A transferring officer may complete a Transfer Request Form at any time. If the officer is seeking or anticipating a transfer, the officer shall file the Transfer Request Form with the Personnel Division of the Portland Police Bureau (Bureau). If the officer is seeking a change in days off or shifts which do not involve a transfer between reporting units, the Transfer Request Form shall be filed with the officer's shift commander. The Bureau will forward a copy of the Transfer Request Form to the location of the anticipated transfer.

23.5.3 In the event of a transfer between reporting units, the time frames referred to in Articles 23.3 and 23.4 of the collective bargaining agreement shall begin to run when the Bureau completes an Assistant Chief Action Form authorizing the transfer.

23.5.4 In the event of a change in days off or shifts that do not involve a change in reporting units, the time frames referred to in Articles 23.3 and 23.4 of the collective bargaining agreement shall begin to run when the transferring officer submits the Transfer Request Form.

23.5.5 When the Bureau knows that an officer's preferences as indicated on a Transfer Request Form will result in the displacement of the shift or days off of another officer (referred to herein as the Transferred Officer), the Bureau shall notify the Transferred Officer as soon as possible of the fact that they may be bumped.

23.5.6 The City shall accommodate the shift and/or days off preferences of transferring officers on a faster time schedule than that contained in Articles 23.3 and 23.4, if, in the Bureau's judgment, it is operationally sound to do so, provided that no other affected officer is bumped from their days off or shift who objects to the accommodation.

23.6 An officer may exercise seniority to bump another officer for shift and days off only once in ninety (90) days.

23.7 **Vacations.** Officers shall be allowed to select two vacation periods on the basis of seniority. Each vacation period must be of a minimum duration of one day. Vacation time shall be scheduled by the Bureau with due consideration being given to requests from officers which shall be determined among officers of equal rank by seniority; provided, however, that each officer

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shall be permitted to exercise the right of seniority only once each year. The sign-up deadline for the exercise of seniority in the selection of vacations shall be March 15 for the calendar year running from April 15 through April 14 of the following year. An employee cannot sign up for vacation in an amount in excess of the maximum accrual of vacation (defined for purposes of this section as paid vacation leave and paid holiday compensation leave) that the employee would have accrued as of the start of the vacation.

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23.8 **Layoff.** In the event of a layoff for any reason, officers shall be laid off in the inverse order of their seniority in their classification. Any officer who is to be laid off who has advanced to the officer's present classification from a lower classification in which the officer held a permanent appointment shall be given a position in a lower classification. Seniority in the lower classification shall be established according to the date of permanent appointment to that classification. Officers shall be called back from layoff according to seniority in the classification from which the officer was laid off within the Bureau. No new officers shall be hired in any classification until all officers on layoff status in that classification have had an opportunity to return to work.

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23.9 **Holiday Assignment.** Where the shift strength is reduced or increased on holidays, consistent with the needs of the City, assignments shall be offered to the most senior officer. Except for an emergency, the City shall provide a minimum of ten (10) days' notice of any deviation from normal shift strength so that officers may plan the use of their time.

23.10.1 Where shift strength is reduced, the most senior officer scheduled for duty on the shift shall be offered the option of working or not. Where shift strength is increased, the most senior officer on the shift shall be offered the option of working or not.

23.10.2 For the purposes of this section, New Year's Eve and Christmas Eve shall be treated as holidays.

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23.10 **Seniority for Vacation Purposes upon Transfer.** If an officer is involuntarily transferred, the Bureau shall honor the officer's preselected vacation times, and shall not disrupt the preselected vacation times for other officers in the division to which the officer is involuntarily transferred. If an officer accepts a voluntary transfer, the Bureau shall attempt to accommodate, to the extent possible, the officer's preselected vacation times.

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23.11 **Shift Overtime.** Where the overtime is not directly related to activities initiated begun by an officer during the officer's regular shift, and where the planned overtime is anticipated to be four (4) hours or more in duration, the overtime shall be offered, in the order of seniority, to officers in the reporting unit. Once each eligible officer has had the opportunity to work shift overtime in a pay period, officers may once again use their seniority to work shift overtime as described above, and the seniority list shall rotate in the same fashion thereafter for the balance of the pay period. The City shall maintain a list in each reporting unit upon which officers must place their names indicating a willingness to work shift overtime. If an officer is incorrectly passed over for shift overtime, the officer shall be allowed to work a makeup overtime assignment within the next two pay periods following the discovery of the error. The officer and the Bureau shall mutually agree upon the makeup overtime assignment, which shall not displace another officer's

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already-selected overtime assignment. An officer who has been incorrectly passed over shall not be otherwise entitled to compensation for the missed overtime. This section shall not apply to overtime assignments of which the City has less than twenty-four (24) hours' notice.

(bargaining note: Term "officer" subject to final agreement for Article 1)

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ARTICLE 24 VACATIONS

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

(bargaining note: grey bold below is from MOU 9/2018)

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	6.00	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	8.00	208.00
25	8.16	212.16
26 +	8.31	216.06

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Years of Service	Bi-Weekly Accrual Rate	Annual Accrual Rate
to 4 years	3.08 hours	80 hours
5 to 9 years	4.62 hours	120 hours
10 to 14 years	5.38 hours	140 hours
15 to 19 years	6.15 hours	160 hours
20 to 24 years	6.92 hours	180 hours
25 years +	7.69 hours	200 hours

24.2 As used in this Article, “years of service” shall include (1) time taken while on leave of absence without pay for military service; (2) time under temporary appointment in City service, and employment by the Dock Commission, the Exposition-Recreation Commission, and the Portland Development Commission; (3) Includes any continuous absence because of injury in the line of duty and, in the Bureau of Fire and Bureau of Police, because of occupational or service-connected disability approved by the Fire and Police Disability and Retirement Fund Board, if after that absence the officer returns to duty on a full-time basis for a continuous period of at least 30 days; and (4) Time taken while on approved leaves of absence without pay designated as pregnancy, parental and family leave under state and federal law. “Years of service” shall not include time in City service for which an officer receives pension benefits, except as specified in Article 65.4 setting the specific vacation accrual tier for retire-rehire employees. (see 65.4.2.8)

24.3 In the event that an officer is required by subpoena to appear to testify in court about a matter arising out of the officer’s official duties or is called back to work for any other reason during an authorized paid leave period, including vacation, days off, or on a holiday, the officer shall be paid for every day that an appearance is required as follows:

24.3.1 have the vacation day, holiday, day off, or other paid leave restored; and

24.3.2 straight-time pay for hours actually worked, with a minimum payment of 4 hours at the straight-time rate.

24.3.3 Article 24.3 shall apply to days off that are contiguous to a block of two or more paid leave days or to a day off that is contiguous to a day off which is contiguous to a block of two or more paid leave days. For purposes of this section, a “block” of paid leave days shall include two or more paid leave days which are taken on the days preceding and/or following the officer’s regularly- scheduled days off. Days off shall be restored through the addition of the amount of hours in the officer’s normal work shift to the officer’s paid leave accrual.

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ARTICLE 26 SICK LEAVE

26.1 A member shall be allowed to use sick leave for the member's own illness or injury, ~~or~~ for illness or injury in the immediate family under the terms of subsection 26.7 of this Article, or as provided by applicable law.

26.2 Any officer may be required to furnish a doctor's certificate for each day of sick leave use, as permitted by law. Any officer who is found to be misusing sick leave may be subject to discipline. If the Association has reason to believe the requirement for a doctor's certificate has been imposed unfairly and without a lawful basis cause, the Association may take the matter to the Chief or the Chief's designee for review. The requirement for a doctor's certificate shall be for a designated period which may be renewed should there be no improvement in sick leave usage.

26.3 Officers shall not use any prescription or non-prescription medications which interfere with the safe and effective performance of duties or operation of City equipment or vehicles, without notifying their supervisor prior to beginning work or operating the equipment or vehicles. If an officer is using a prescription or nonprescription medication which may interfere with the safe and effective performance of duties or operation of City equipment or vehicles, the officer shall consult with the treating physician or pharmacist to determine if the medication will, in fact, have such an effect.

26.4 Officers shall earn sick leave from their date of hire, and they shall accumulate sick leave at the rate of four-tenths (4/10ths) hour per work day, or four hours per bi-weekly payroll period. ~~Accrual applies during use of approved accrued paid leaves. Sick leave accrues during use of approved paid leave. Part time members accrue sick leave at a prorated rate based on FTE status and applicable law.~~ Such leave may be used after three (3) months' service. Time used for medical and dental appointments will be charged against accrued sick leave. For purposes of the use of sick leave, there shall be no maximum accrual of sick leave.

26.5 Unused Sick Leave Upon Retirement: Fire and Police Disability and Retirement Fund & Oregon Public Services Retirement Plan Members. An officer who is FPD&R Tier 1 or 2 or FPD&R Tier 3/PERS OPSRP who has accumulated sick leave at the time of 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 ~~2080~~ 2,064 hours. The cash value of such credit will be calculated on the basis of the officer's pay rate at the time of retirement. *(bargaining note: City practice is pay is based on a non-work status. The only premiums included for this section include: Longevity, 3% supervisor, 5% patrol Sgt, 6%:DVD, EDU, K9, Motors, SERT, and 10% Coach)*

26.5.1 Upon retirement, or medical separation as a result of a service-connected injury or medical separation (whether through voluntary or involuntary medical or disability layoff, medical or disability retirement or any other form of medical or disability related separation), an officer shall receive a lump sum cash payment for the sick leave credit to

the officer's VEBA account per Article 65.2.3. (bargaining note: highlight from 5/16/2020 grievance settlement)

26.5.2 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 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.

26.5.3 This provision shall not apply to unit members who are PERS Tier 1 or 2.

26.6 Public Employee Retirement System Members. 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 and PERS administrative rules.

26.7 In situations where an officer's spouse, parent, child or other person for whom the officer is legal guardian, becomes ill or injured and alternate means of transporting or caring for such person cannot be arranged immediately by the officer, the officer shall be permitted to use vacation time or sick leave. A maximum of five (5) days (40 hours) sick leave per year may be used as provided in this subsection. The 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.

ARTICLE 28

PREGNANCY, PARENTAL AND FAMILY LEAVE

28.1 **Pregnancy Leave.** Leave will be granted for pregnancy. The time for commencing and terminating such leave will be a medical decision certified by the attending physician. Sick leave, compensatory time off, 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.

28.2 **Parental Leave.** Parental Leave under state law shall be provided in accordance with City Code 4.24.180 and the City's Administrative Procedures. Officers on parental leave 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 RU manager approval for each instance of intermittent leave requested.

28.3 **Family Leave.** Family Medical Leave under state law and Family Leave under the federal Family and Medical Leave Act (referred to collectively as family leave) shall be provided in accordance with applicable state and federal laws. For purposes of family leave, the City agrees that "spouse" includes "domestic partner".

28.4 If an officer has qualified for family leave and has exhausted all other forms of paid leave, the officer may use sick leave in cases of a "serious health condition" (as defined in state law) in the officer's immediate family (as defined in ORS state law and Articles 48.4 and 50 Domestic Partners of this Labor Agreement). If the duration of the officer's family leave is longer than the amount of the officer's accrued paid leave (not including sick leave), the officer 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 paid leave. However, an officer may choose to reserve a total of 80 hours of combined compensatory and vacation leave for future use. In no event may an officer use sick leave under this section to extend family leave beyond twelve (12) weeks per calendar year.

28.5 Reopener for the Oregon Paid Family Medical Leave Act (OPFML): Within ninety (90) calendar days upon publication of administrative rules for OPFML, the parties will meet and bargain over mandatory subjects of bargaining related to the implementation of OPFML. Such bargaining will be in accordance with the expedited bargaining procedures in ORS 243.698.

(bargaining note re PPA 28A: City will revise HRAR 6.14 to allow restoration of 30 days sick leave if FPDR claim is approved. In the interim, Chief's office will approve the same. City declines PPA notice request by FPDR. Member is encouraged to contact FPDR.)

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ARTICLE 29
LEAVE OF ABSENCE

(City seeks current contract language)

29.1 Upon showing good cause, an 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 the Chief's 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.

TENTATIVE AGREEMENT



Steven Schuback
On behalf of the City
Date: 2/10/21

10:45 AM



Anil Karia
On behalf of PPA
Date: