

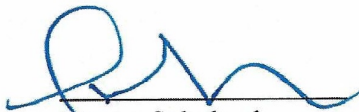
For Tentative Agreement 2-10-21

ARTICLE 31
MILITARY SERVICE LEAVE

31.1 Any 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 Human Resources Administrative Rule (HRAR) 6.07.

(bargaining note: as proposed by PPA, typographical error)

TENTATIVE AGREEMENT



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

9:36 AM



Anil Karia
On behalf of PPA
Date:

Current contract language

**ARTICLE 33
RETURN FROM LEAVE OF ABSENCE**

33.1 Any 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 the leave commenced.

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For Tentative Agreement 2-10-21

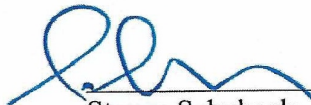
ARTICLE 36


BI-WEEKLY COMPENSATION

36.1 Bi-weekly compensation of officers shall be paid by the second Friday following each pay period. The officer's compensation check and annual W-2 form shall be in an enclosed, sealed envelope. All newly hired officers will receive their compensation through direct deposit to their designated financial institution and their itemized wage statements (remittance statements) will be available electronically through the City's online forum, PortlandOnline. Newly hired officers may request to receive paper checks in lieu of direct deposit or receive paper remittance statements.

36.2 Unless an officer requests a paper remittance statement, officers shall receive electronic remittance statements, which shall clearly state as separate line items the description of all compensation and benefits earned for the pay period and year-to-date, including but not limited to wages; each premium and each form of overtime; all deductions; all pay outs; all forms of leave; and all taxes and other withholdings.

TENTATIVE AGREEMENT


Steven Schuback
On behalf of the City
Date: 2/10/21
9:36 AM


Anil Karia
On behalf of PPA
Date:

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ARTICLE 37

WORK ASSIGNMENT IN HIGHER CLASSIFICATION

37.1 During routine operations, when an officer within the bargaining unit is assigned temporarily to fulfill substantially all the duties and responsibilities of a classification higher than the officer's own for a period of one full shift or more, the officer shall be paid regular salary plus 8.25%, or the entrance rate of the higher classification, whichever is higher. When a sergeant works out of classification as an acting lieutenant and incurs overtime, the sergeant's overtime rate of pay shall be based on the sergeant's regular salary plus 8.25% plus any other applicable premiums. If more than one officer is used at different times to fill the same position of the higher class and the position is vacant for one full shift or more, the officers filling the position will be paid the higher rate for all time worked in the higher class. Whenever an officer is permanently or temporarily assigned as a supervisory sergeant or as a Detective or Criminalist supervising detectives or Criminalists in the Investigations or Forensic Evidence Division, the officer shall be paid for all time so worked at the highest rate paid for Sergeant, Detective, or Criminalist, plus three percent (3%).

37.1.1 An employee occupying the Personnel, Internal Affairs, Operational Support Unit, and Crisis Negotiation Team Sergeant positions shall be paid for all time so worked at the highest rate paid for Sergeant, Detective, or Criminalist, plus three percent (3%), consistent with Article 37.1.

37.2 In the event an officer properly authorized to work out-of-classification has done so for sixty (60) continuous calendar days, and the officer uses paid leave while still assigned to the out-of-classification work after sixty (60) continuous (calendar) days, the leave will be paid at the out-of-classification rate. A partial-shift day shall not break continuity, but also shall not be counted towards completion of the sixty continuous calendar days required.

37.2.1 An employee acting as a Sergeant for sixty (60) continuous calendar days or more shall receive the five percent (5%) Sergeant Patrol premium pay as described in Article 35.3. For purposes of calculating when employees acting as a Sergeant start to receive premium pay under Article 35.3 only, 60 continuous days is defined as 60 continuous calendar days, inclusive of ordinary paid leave usage but exclusive of extended FMLA leave and other extended leaves of absence. (bargaining note: from PPA proposal 2-24-21)

37.3 Supervisory Assignments in Detectives and Forensic Evidence Division:

A non-probationary employee Detective may apply for a supervisory assignment in the Detectives Division without first obtaining the rank of Sergeant.

A non-probationary Criminalist may apply for supervisory assignment in the Forensic Evidence Division without first obtaining the rank of Sergeant.

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For a Detective or Criminalist assigned to a supervisory assignment within their respective division:

1. The selection and ongoing assignment of a Detective or Criminalist to a supervisory assignment will be at the sole discretion of Bureau management. The removal of a Detective or Criminalist from a supervisory assignment is not considered discipline and is not subject to the grievance process.
2. When assigned to a supervisory position, the Detective or Criminalist will retain their rank of Detective or Criminalist and will continue to accrue seniority within the rank of Detective or Criminalist. The assignment to a supervisory position does not constitute an appointment to the rank of Sergeant.
3. Once assigned to a supervisory position, the Detective or Criminalist must attend the first available Sergeants Academy provided by the Bureau or an equivalent supervisory course designated by the appropriate Branch Assistant Chief.
4. The Detective or Criminalist assigned to a supervisory position cannot bid or work overtime as a Detective or Criminalist unless there are no other detectives or Criminalists available for the overtime assignment.
5. The Detective or Criminalist assigned to a supervisory position is eligible to bid for overtime which is designated for sergeants within the division to which they are assigned. The date used to determine priority for bids for the overtime will be the date the Detective or Criminalist began their supervisory assignment. (for example, a Detective who was promoted to Detective on January 1, 2000, and was placed in a supervisory assignment on July 1, 2014, would use July 1, 2014, as their priority date when bidding for overtime). The date the Detective or Criminalist began their supervisory assignment will also be used to determine priority for selection of shift, vacation, holiday and days off.
6. Consistent with Article 37.1, whenever a Detective or Criminalist is permanently or temporarily assigned as a supervisory sergeant or as a Detective or Criminalist supervising detectives or Criminalists in the Detectives Division or Forensic Evidence Division, the Detective or Criminalist shall be paid for all time so worked at the highest rate paid for Sergeant, Detective, or Criminalists, plus three (3) percent.
7. If supervisory duties are part of the job duties stated in the Detective and/or Criminalist job classification specifications, no Detective or Criminalist will receive any pay premiums provide in this Agreement unless the Detective or Criminalist is actually assigned by Bureau management to a supervisory position.

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Current Contract Language

**ARTICLE 38
CLOTHING ALLOWANCE**

38.1 The clothing allowance for plainclothes officers shall be \$390.00 per year. The Chief of Police will designate in writing the duty assignments which require dress other than the prescribed uniform and, for such designated duty, the officers will be paid a cash clothing allowance prorated for the number of full months served in said assignment. The written designation of unit and/or positions eligible for clothing allowance will be distributed and posted prior to the start of the fiscal year in which the clothing allowance benefit is to accrue and units or assignments so designated are not to be retitled during the fiscal year except by mutual agreement with the Association.

38.2 Payment shall occur no later than the second pay day in August of each year.

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Current Contract Language

**ARTICLE 39
EQUIPMENT ALLOWANCE**

39.1 The City will also arrange for purchase of uniforms on a fit-to-size basis. Each uniformed officer shall receive \$90.00 per year for the purchase of job-related equipment (example: gloves, and other incidentals, etc.).

39.2 The City shall furnish officers all required equipment, to include flashlights and handcuffs. The recommended 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.

39.3 Payment shall occur no later than the second pay day in August of each year.

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