

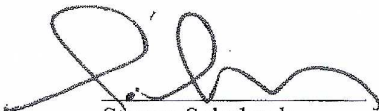
ARTICLE 50


DOMESTIC PARTNERS

50.1 For purposes of this Agreement, the word "spouse" shall include "domestic partners," as that term is defined by the Labor-Management Benefits Committee.

(bargaining note: This is long since past practice and there is no intent to change it by committee. Any change would be subject to bargaining. See also Article 28.3)

TENTATIVE AGREEMENT


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


Anil Karia
On behalf of PPA
Date:

ARTICLE 51
LIABILITY COVERAGE INSURANCE

Revised 3 pm

51.1 The City agrees to provide adequate liability coverage protection for City employees
consistent with applicable law. ~~police officers.~~

*(Bargaining note: The City provides liability coverage within the requirements of the Oregon
Tort Claims Act or applicable law)*

TA 11
5/26/21
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TA 805
5/26/21

**ARTICLE 52
LEGAL FEES**

City seeks current contract language

52.1 The City agrees to reimburse an officer or the Association 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 officer's involvement in actions in the performance of their duty as a police officer.

52.2 The reimbursement will not be made if:

52.2.1 The officer is convicted by verdict or plea, or pleads no contest to criminal charges arising out of the incident; or

52.2.2 The Bureau sustains disciplinary charges on the basis of the officer's actions which formed the basis for the possible criminal liability, and the Bureau's sustaining of the charges is upheld on any appeal of discipline.

52.3 Any reimbursement required shall be made only at the conclusion of all criminal and disciplinary proceedings against the officer arising out of the incident.

52.4 To receive reimbursement under this Article, the officer must select one attorney from a list of no less than ten (10) that has been mutually agreed upon by the Portland Police 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 Association shall submit to the City Attorney the names of the attorneys it proposes for inclusion on the list. If the City Attorney does not object to an attorney on the list within ten (10) working days, the attorney shall be included on the list. The names on the list shall be reviewed every six months upon the request of either party. If no attorney on the list is available to represent an officer, the officer may obtain another attorney, and if the Association notifies the City of the selected attorney by the close of the next working day, the City shall reimburse the officer for the Attorney's fees provided all other requirements of this Article are met.

52.5 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.

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ARTICLE 55
SHIFT AND ALTERNATIVE SHIFT SCHEDULES

55.1 Officers assigned to and working Night Shift shall observe any holiday leave to which they are entitled on the day before the City's observed holiday.

55.2 Officers assigned to and working Night Shift shall receive a Shift Differential premium of four percent (4%) for all hours worked.

Officers assigned to and working Afternoon Shift shall receive a Shift Differential premium of two percent (2%) for all hours worked.

55.2.1 Any shift that begins between 1200 and 1859 shall be designated as an Afternoon Shift. Any shift that begins between 1900 and 0259 shall be designated as a Night Shift.

55.2.2 The shift differential premium shall be included in calculating the overtime rate for officers designated to work Afternoon or Night Shift for a pay period or more and shall be paid on all overtime, including all court-related overtime; however, the shift differential premium will not be included in Secondary Employment ~~in Special Duty~~ overtime pay under Article 57.2.

55.2.3 The shift differential premium will not be paid on hours not worked, including sick leave, vacation leave, administrative leave, and leave without pay.

55.2.4 Officers who are temporarily assigned to an Afternoon or Night Shift for a pay period or more shall receive the shift differential premium as set forth above in paragraphs 55.2 and 55.2.1 through 55.2.3.

55.3 Should the Chief of Police decide to implement a Four-Ten schedule for certain units within the Police Bureau, such schedule will consist of four (4) ten-hour days, or eight (8) days per pay period. Any time worked over ten (10) hours per shift, or forty (40) hours per week, will be considered as overtime.

TA 805
8/11/21

**ARTICLE 58
FIREARMS AND PROTECTIVE VESTS**

58.1 Firearms.

58.1.1 The City agrees to furnish all newly-hired officers with a duty firearm upon their date of hire.

58.1.2 Current officers who have purchased their own Glock duty firearms from the City and who qualified with the weapon as a primary duty weapon up through the Winter 1994 qualification 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 officer 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 officer with the different model weapon. Disputes as to which model weapon is suitable to an assignment 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.

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

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

58.1.5 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.

58.2 Vests.

58.2.1 The City shall furnish protective vests to each sworn officer.

58.2.2 The vests provided by the City must meet or exceed the recommended standards set by the Safety Committee. However, 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.

58.2.3 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 officer desires to upgrade a vest before the vest is due to be replaced, the officer shall be responsible for paying the entire cost of the upgraded vest.

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


58.2.5 Upon separation from employment, officers shall return to the City vests the City has provided. If the City requests that an officer return a vest provided under section 58.2.4, above, the City shall reimburse the officer for any additional cost of the vest paid by the officer in excess of the cost or purchase order issued by the City.

58.3


~~58.2.6~~ Public Safety Support Specialist ~~III~~: The classification of Public Safety Support Specialist ~~III~~ is excluded from the provisions of Article 58.1 and ~~are~~ not assigned firearms.

If the City requires the classification of Public Safety Support Specialist ~~III~~ to wear a protective vest, the City will adhere to the provisions of Article 58.2.

TENTATIVE AGREEMENT



Steven Schuback
On behalf of the City
Date: 3-24-21



Anil Karia
On behalf of PPA
Date: 3/24/21

TA 1
8/11/21

ARTICLE 59
PERFORMANCE EVALUATIONS

- 59.1 Performance evaluations are not a disciplinary tool and shall not serve as the basis for discipline, discharge, demotion, or involuntary transfer.
- 59.2 Performance evaluations shall not be used in any fashion to impact an officer's contractual pay increases, including without limitation premiums, step increases, raises, and cost-of-living adjustments. However, For the limited purpose of promotions, the City may use annual performance evaluations as a basis to promote where all other promotional criteria are basically equal.
- 59.3 All performance evaluations shall be in writing. Criteria for performance evaluations shall be clearly defined. Performance evaluations shall not include references to acts of alleged misconduct that were investigated and not sustained, or sustained and reversed on appeal.
- 59.4 All performance evaluations shall be conducted by the officer's immediate supervisor.
- 59.5 The City shall notify the officer in writing before placing a performance evaluation in the officer's personnel and supervisor's file, including without limitation the officer's 201, 201 Field, and Bureau of Human Resources files.
- 59.6 Before a performance evaluation is placed in an officer's personnel file or a supervisor's file, the officer shall have the right to provide a written response to the performance evaluation within fifteen (15) days of the officer's receipt of the performance evaluation. The officer's written response shall be placed with the performance evaluation in the officer's personnel file or supervisor's file.
- 59.7 While performance evaluations are not grievable, it is understood that the member and/or the union representative may consult with the rating officer concerning a challenged non-probationary evaluation report.

(bargaining note: Parties acknowledge that performance evaluations may be used for notice of rule)

TA 605
8/11/21