

## ARTICLE 60 SAFETY COMMITTEE

60.1 A sworn safety committee consisting of a total of nine represented and non-represented employees shall confer on City time with a view to maintaining safe equipment and safe working conditions. There shall be five represented employees: four appointed by and representing the Portland Police Association and one appointed by and representing the Portland Police Commanding Officers' Association.

60.2 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 referenced in Article 10.1.

60.3 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 Association 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.

60.4 The committee shall meet monthly.

60.5 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.

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ARTICLE 64  
SAVINGS CLAUSE

*(revised 8-11-21)*

64.1 Should any section or portion thereof of this Contract be declared to be invalid held unlawful and unenforceable by any court of competent jurisdiction, by ruling by the Employment Relations Board, by statute or constitutional amendment, or upon mutual agreement of the parties, such decision shall apply only to the specific section or portion thereof, directly specified in the decisions; upon the issuance of such a decision, rulings, or law; the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof in accordance with the expedited bargaining procedures in ORS 243.698.

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## ARTICLE 66 OVERPAYMENT & UNDERPAYMENT

66.1 In the event that an employee receives wages or benefits from the City to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the City shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:

66.2 The City may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of two (2) years before the notification.

66.3 Where this process is utilized, the City and the employee, and the Association if requested by the employee, shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.

66.4 If there is no mutual agreement at the end of the thirty (30) calendar day period, the City shall implement the repayment schedule stated in 66.5 below.

66.5 If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves City service before the City fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.

66.6 An employee who disagrees with the City's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure. In the event a grievance is filed, recoupment deductions will be held in abeyance pending resolution of the grievance.

66.7 This article does not waive the City's right to pursue its legal rights to recoup an overpayment where the employee is no longer in pay status, but does agree that it will attempt to use the procedures outlined in this article before pursuing those rights.

66.8 If an employee discovers an overpayment, the employee or Association will contact Labor Relations to identify the overpayment issue. (bargaining note: The City will make best efforts to resolve the concern promptly)

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66.8 Underpayments. Upon discovery by a current employee that an underpayment occurred, the employee will promptly notify the City in writing. The City shall have ninety (90) days to investigate the claim. Upon proper written notice provided by the employee of the underpayment concern, the grievance timelines are tolled.

In the event the parties mutually agree an employee has been underpaid as provided by this agreement or other prior PPA labor agreements as applicable, the City will reimburse an employee for the agreed upon amount limited retroactively to July 1, 2009 to the discovery of the underpayment by the employee or City, whichever comes first. (bargaining note: payroll records before this time cannot be confirmed. City started new system during this time.)

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