

Portland Police Bureau Addendum

Rest and Meal Periods

Represented positions in the Bureau of Police which are filled on a 24-hour, 7-days a week basis, will have a total shift length of 8 hours and 15 minutes or 10 hours and 15 minutes. These shifts will provide for a half hour, (1/2) paid lunch period. It is further provided that employees from the oncoming shift may relieve employees of the off-going shift.

Police Bureau may combine their rest periods under the following conditions:

1. Employees working an 8-hour day typically have an 8.5 or 9 hour schedule depending on whether they have a 30 or 60 minute unpaid lunch period.
2. Employees may combine their morning 15 minute rest period with their afternoon 15 minute rest period in order to take a 30 or 60 minute lunch period, and have an 8 or 8.5 hour work schedule in lieu of an 8.5 or 9 hour work schedule. Employees may not leave work before the end of their work shift.
3. This agreement authorizes only the action outlined in Paragraph 2 above. The following are examples only and is not an exhaustive list of actions which are not authorized:
 - a. Combine breaks and skip lunch (thereby enabling the employee to leave 30 minutes earlier than would otherwise occur) (8 hour work schedule, paid 8 hours, work 7.5 hours)
 - b. Skip breaks and lunches altogether (thereby allowing the employee to leave 60 minutes earlier than would otherwise occur)
 - c. "Take" their breaks at the end of the day and go home 30 minutes early
 - d. Skip the morning or afternoon break and have one longer break in the other half of the shift
 - e. Other

AFSCME Opening Proposal

Response to PPB LOA's

August 6, 2024

4. To provide consistency among work schedules, this agreement is extended to all Divisions and work units within the Portland Police Bureau, which have AFSCME, Local 189 members working.
5. The Police Bureau shall review the waiver on an annual basis and inform the Director of BHR which Divisions/units are exercising the waiver and the operational rationale they are using to justify the waiver.
6. Any employee who does not wish to exercise the waiver may elect to have a schedule that complies with Article 7.3 of the Labor Agreement unless, in the opinion of the Chief or Chief's Designee, operational necessity dictates consistent work schedules in that unit. If that occurs, the Union, the Police Bureau and the Bureau of Human Resources shall meet to determine whether or not to terminate the waiver in that Division/Unit. If no agreement is reached, the Division/Unit will revert to work schedules consistent with Article 7.3.
7. The Police Bureau, the Bureau of Human Resources or Local 189 may terminate this alternate work schedule at any time for any reason, with written notice to the other parties of no less than two full pay periods.

Records Division Shift Bidding

In regard to the Records Division, the following procedure will be followed in seniority bidding for shift and days off:

1. At least once a year the Records Division Manager will determine the number of positions by classification available on each shift, including days off.
2. A sign-up will then be initiated, whereby, in seniority order, based on Bureau-wide seniority within classification, personnel will be contacted and allowed to sign up for shift and days off. Once a person has signed up, there will be no changing allowed. Sufficient advance notice of the sign-up will be given to employees to allow them to determine their preferences.
3. At other times during the year when there is a vacancy due to a resignation, retirement, etc. or when Records Division

AFSCME Opening Proposal
Response to PPB LOA's
August 6, 2024

Command determines that an additional shift/day off can be accommodated, each vacancy will be posted per union contract and the bid for such vacancy will be awarded based on Bureau-wide seniority within the classification. Vacancies will be posted first within the Division of occurrence and then Bureau wide.

Records Division 4/10 Implementation

In order to implement the 4-10 plan on a permanent basis, the following conditions are mutually agreed upon:

1. Prior to the sign up, the Division will designate the number and distribution of the 4-10 positions.
2. Each 4-10 position will have a predesignated 5-8 position.
3. Upon mutual agreement between the employee and management, a person in a 4-10 position can revert to the inclusive 5-8 position. This does not limit an employee's rights from exercising their seniority pursuant to Article 12.
4. Between sign ups, vacant 4-10 positions may be filled through the formal bidding process.
5. Consistent with Article 8.1, the parties agree to a mutual change in the day shift for 4-10 personnel to a starting time of 0545 hours. The shift premium provisions shall only apply for starting times prior to 0545.
6. If personnel shortages exceed 20% of a relief's or the Division's authorized staffing level, management may revert the 4-10 personnel to their inclusive 5-8 positions. If staffing increases above that minimum and the 4-10 is reinstated, those reverted employees will regain their original 4-10 positions without the formal bidding process.

AFSCME Opening Proposal

Response to PPB LOA's

August 6, 2024

7. No waiver of right established by the terms of the Collective Bargaining Agreement may be construed from this Memo of Understanding, which is entered into pursuant of Article 36 of said contract. This Memo of Understanding supersedes any prior agreement on 4-10 scheduling which the parties may have agreed to for the Police Bureau, Records Division.

Police Records Division Bidding Provisions

1. Employees in the Police Records Division have not lost their "work unit seniority" when they have been promoted to other classifications or when they have left the Police Records Division.
2. In circumstances where an employee has stayed within the Police Records Division, but has been promoted to a higher classification, their "work unit seniority" in the lower classification has continued to accrue.
3. In circumstances where an employee has left the Police Records Division, it has been the practice of the Police Records Division to "bridge" their "work unit seniority" giving employees "credit" for previous time served in the classification.
4. In the interests of continuity, the parties agree to continue these practices.
5. AFSCME 189 agrees that it will not file or process grievances alleging violations of Article 12 where the alleged violations are in compliance with this Addendum.

Forensic Evidence Division Time Exchange Guidelines

GENERAL

1. The practice of time exchanges (TX's) between permanently appointed Identification Technicians, Police Administrative Support Specialists (PASS) is allowed. Individual requests are subject to approval by the affected shift(s) Tech II or Sergeant.
2. TX's are limited to the same job classification (i.e., Technician, PASS). Lead Technicians are considered within the "Technician" classification.
3. Three-way time exchanges are not approved.

AFSCME Opening Proposal

Response to PPB LOA's

August 6, 2024

4. No member shall offer, or accept an offer, in which one member agrees to work for cash or other consideration.
5. Members requesting a TX are responsible for facilitating all aspects of the exchange. No other members shall be asked to facilitate the TX.
6. No member shall pressure another member to participate in a time exchange. Each member reserves the right to TX with the person of their choice. Seniority and shift assignment are not factors.
7. Overtime compensation shall not be paid for hours worked over the member's standard number of assigned hours in a given day, or 40 hours in a given week.
8. Members may work a full or partial shift, but the TX must be hour for hour.
9. "5/9"/"5/8" Schedules. The 5/9 member shall take one (1) hour of VA/C/OTC when TXing with a 5/8 member, unless the requested TX is on the 5/9 members short day. Exchanges are "8 hours for 8 hours" or "9 hours for 9 hours".
10. Participants take the risk that a "Payback" does not occur due to Extended SK Leave/Retirement/LOS/etc.
11. Holidays. Only the person "officially" assigned to work the Holiday receives Holiday Compensation. Members will work "Holiday for Holiday". Holiday paybacks are not subject to the "30-day" rule but will occur within a timely manner.
12. No member shall be pressured to work a TX to avoid paying overtime monies.
13. TX members shall work at the location assigned to the regularly scheduled member "Bumping" for assignment location is not allowed.
14. In the event a member is ordered to work over, and the on-duty TX is lowest in seniority, that member shall be ordered.
15. The option to Time Exchange will be at the discretion of the Division Captain, and may be terminated at any time.

PROCESSING AND APPROVAL

16. An email shall be submitted to the affected shift(s) Tech II(s) no less than four calendar days prior to the date of the requested time exchange.

AFSCME Opening Proposal

Response to PPB LOA's

August 6, 2024

17. Paybacks shall occur within thirty (30) days excluding Holiday time exchanges (Refer to #10).

MEMBER OBLIGATIONS

18. Members agreeing to work the shift of other members assume responsibility for reporting for duty for that member. In the event a member fails to show, the member regularly assigned to work the shift will be charged VA/C/CH, unless there is documentation supporting an emergency situation.
19. Members shall have the appropriate number of sick hours on the books to cover a requested TX in the event they become ill, and are unable to fulfill their duties.
20. A member may be authorized to use vacation leave in lieu of a time exchange in the case of an emergency only (Funeral Lv/Written Medical Excuse). All requests will be approved by the Tech II and Sergeant, with notification to the Captain.
21. Members failing to report for duty on an approved time exchange will submit a memo to their assigned Tech II, explaining the circumstances of the "failed time exchange" (to include Sick leave). The Tech II will make any necessary notations and forward the memo to the Captain, through channels, with a copy to the Time Exchange folder. A failed TX could result in suspension from TXing for an indeterminate amount of time at the ~~direction~~ discretion of the Captain.
22. Individuals suspended from TX privileges shall be given written notice of the proposed suspension and the reasons therefore, and shall have up to ten (10) calendar days to respond. In the event the individual is unable to respond during this period because they are unable to obtain necessary documentation from this Agency, this period may be extended. This Agency shall cooperate in providing requested documentation.
23. If the individual has been authorized to TX prior to the date of the suspension notice, such pre-approved TX shall be honored.
24. If a TX is requested subsequent to the suspension notice, and if either the TX or payback will occur during the possible suspension period, the request may either be held in abeyance or denied, subject to approval after a decision is made on the suspension.

AFSCME Opening Proposal

Response to PPB LOA's

August 6, 2024

25. If a TX is requested subsequent to the suspension notice, and both the TX and payback will occur within the ten (10) day notice period specified above, the TX will be considered like any other request.
26. The City and the Union(s) involved agree that either party may terminate the Time Exchange agreement at any time for any reason upon thirty (30) days written notice to the other party.