

I am a former union leader so I value grievance and disciplinary safeguards. But a teachers union would not think to negotiate a contract allowing a member to return to the classroom after confirmed charges of child porn or sex with an underage student. Why allow police to arbitrate to even seek contractual language governing egregious offenses?

Time and again in my six years on Portland's Independent Police Review Board the city attorney would counsel us that, notwithstanding the grid of recommended sanctions for an officer deemed guilty of improper behavior, past arbitration rulings made it almost certain that if we recommended dismissal and the chief affirmed our recommendation it would eventually be overturned. While this legislation tries to address this issue, I wonder why we cannot go farther and identify disciplinary sanctions for certain behavior, such as excessive and gratuitous use of force, that cannot be adjudicated under a contract but allow officers to appeal under the same civil judicial system that governs the rest of us?

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