OREGON AFSCME COUNCIL 75
LOCAL 189-2
&
CITY OF PORTLAND

COLLECTIVE BARGAINING AGREEMENT

AND

MEMBER INFORMATION

July 1, 2010 – June 30, 2013

THE FOLLOWING IS NOT PART OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PORTLAND AND THE UNION. THE ADVICE BELOW REPRESENTS THE POSITION OF THE UNION ONLY. THE ADVICE DOES NOT NECESSARILY REPRESENT THE POSITION OF THE CITY, NOR DOES IT NECESSARILY MEAN THAT THE CITY AGREES TO GRANT THE RIGHTS AS STATED BELOW.

WEINGARTEN RIGHTS

Your rights as an employee under the Weingarten Rule:

- You have the right to have a Union representative present any time you are interviewed by a supervisor if discipline could result from that interview.
- You have the right to consult with your union representative prior to the beginning of any disciplinary interview.
- You have the right to defer a disciplinary interview until such time as a Union representative is available to go in with you.

STEWARDS

If you need to contact your Chapter Chair or a Steward, check the Union bulletin board for a current list of officers.

Stewards will be happy to:

- Help with questions you might have regarding the contract or other work issues.
- Go in with you on disciplinary interviews.
- Help file grievances if your rights under the contract are violated.

UNION STRUCTURE

BOEC bargaining unit employees form one chapter (Chapter B) of Local 189 of the American Federation of State, County and Municipal Employees (AFSCME). We bargain our contracts separately from the rest of the local because we are the only group of employees who cannot strike. Instead, we have the option of taking our contract negotiations to binding arbitration. Local 189 includes the majority of non-sworn employees of the City of Portland. The officers are elected every two years by the entire membership, with the exception of chapter vice-presidents, who are elected by the members of their individual chapters.

Local 189 is part of the large AFSCME structure. We send delegates to Council 75, which is the statewide AFSCME organization. Council 75 in turn, is part of AFSCME International, and is represented at International conventions and meetings.

UNION MEETINGS

- Local 189 General Membership meetings are held the 4th Tuesday of each month at 1815 at the AFSCME office.
- Executive board Meetings are held the 2nd Tuesday of each month at 1815 at the AFSCME office. Any member may observe these meetings.
- Minutes of these meetings are posted on the union bulletin board.

RESOURCES

AFSCME OFFICE:

6025 E. Burnside Street
Portland, OR 97215
(503) 239-9858
(503) 239-9441 (fax)

LABOR EDUCATION AND RESEARCH CENTER (LERC):

Offers classes through the University of Oregon for Union activists:

Portland Office: (503) 725-3295
Eugene Office: (541) 346-5054

PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS):

(503) 598-7377

CITY OF PORTLAND BENEFITS OFFICE:

(503) 823-6031

LABOR AGREEMENT

BETWEEN

THE CITY OF PORTLAND

AND

A.F.S.C.M.E., COUNCIL 75, LOCAL 189

CONCERNING

CERTAIN EMPLOYEES OF THE

BUREAU OF EMERGENCY COMMUNICATIONS

July 1, 2010 - June 30, 2013

Table of Contents

PREAMBLE 1

1. RECOGNITION 1

2. UNION SECURITY 1

3. NON-DISCRIMINATION 2

4. MANAGEMENT RIGHTS 2

5. SHIFTS 3

6. LUNCHES AND BREAKS 5

7. OVERTIME 6

8. REPORTING PAY AND MINIMUM PAY 10

9. WORKING OUT OF CLASSIFICATION 10

10. SENIORITY 11

11. ANNUAL LEAVE 17

12. HEALTH AND LIFE INSURANCE 19

13. CHILD CARE 23

14. SICK LEAVE 23

15. LEAVES 27

16. JURY DUTY 30

17. SAFETY 30

18. UNION REPRESENTATION 32

19. PAYDAY 34

20. OVERPAYMENT 35

21. STRIKES AND LOCKOUTS BARRED 35

22. MAINTENANCE OF STANDARDS 35

23. WAGE SCALES 36

24. PREMIUM PAY FOR CERTAIN HOLIDAYS 38

25. CLOTHING 38

26. FIELD TACTICAL DISPATCHER (FTD) 38

27. TRAINING, SCHOOLS AND CONVENTIONS 39

28. UNION BULLETIN BOARDS 40

29. DISCIPLINE AND DISCHARGE 40

30. GRIEVANCES, COMPLAINTS AND ARBITRATION 41

31. DOMESTIC PARTNERS 43

32. POLICIES AND PROCEDURES 43

33. LABOR MANAGEMENT COMMITTEES 43

34. CRITICAL INCIDENT STRESS MANAGEMENT 43

35. WARRANT OF AUTHORITY 43

36. SAVINGS CLAUSE 44

37. EFFECTIVE DATE AND DURATION OF AGREEMENT 44

38. NEGOTIATIONS FOR A SUCCESSOR AGREEMENT 45

39. PART-TIME POSITIONS 45

40. RETIREE PROGRAM 51

SCHEDULE A - WAGES 54

ADDENDUM A - DRUG AND ALCOHOL POLICY 57

ADDENDUM B – MOA: LEAD WORK OVERTIME EQUALIZATION 64

PREAMBLE

This collective bargaining agreement is entered into between the City of Portland, an incorporated city of the State of Oregon, herein called the City, and the American Federation of State, County and Municipal Employees, Local 189, Council 75, herein called the Union, for the purpose of establishing wages, hours and other terms and conditions of employment for certain employees of the Bureau of Emergency Communications.

1. RECOGNITION

1.1 The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and conditions of employment, for probationary and permanent employees in the classifications listed in Schedule "A", but excluding all temporary, supervisory or confidential employees, department heads, officials or officers of the City. (Reference February 7, 1986 Recognition Agreement; UC-10-86 except as modified herein.)

1.2 The classifications or job titles used in Schedule "A" are for descriptive purposes only. Their use is neither an indication nor a guarantee that they will continue to be utilized by the City. The City agrees not to change job titles or classifications covered by this agreement for the purpose of avoiding the terms of this agreement.

1.3 The City shall notify the Union of its decision to implement any and all new classifications pertaining to work of a nature performed by employees in the bargaining unit. If the new classification is a successor title to a classification covered by this agreement, and the job duties are not significantly altered or changed, the new classification shall automatically become part of this agreement.

2. UNION SECURITY

2.1 Union dues, initiation fees and any other existing payroll deductions shall be deducted from the wages of members in the bargaining unit when authorized, as provided herein.

2.2 Any authorization for Union dues/fees deductions and any cancellation of such upon appointment to a position not covered by this Agreement may be made by a member of the bargaining unit upon written notice to the City and the Union prior to the cutoff day of any pay period, to be effective on the first day of the following pay period.

2.3 The City will not be held liable for check-off errors, but will make proper adjustments with the Union as soon as practical. If an improper deduction is made the Union shall refund directly to the employee any such amount. The City will notify the Union within seven (7) days of the date of hire of any new employee including their name, position, mailing address and social security number.

2.4 Upon tender of defense by the City, the Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or actions against the City or persons acting on behalf of the City for all attorney's fees, damages, and costs or any combination thereof arising out of the City's faithful compliance with the terms of this Article. Additionally, if the fair share fee or the Union's procedures in connection with that fee are challenged, the Union shall be solely responsible for defending and for any judgment, attorney's fees or other costs arising from the challenge.

2.5 Upon receipt of written notification from the Union that a specified amount should be deducted from an employee's wages as a fair share fee, the City shall deduct that amount from wages and transmit it to the Union for any employee who is a member of the bargaining unit, has reached his/her thirtieth (30th) day of employment in the unit, and has not joined the Union. It shall be the sole responsibility of the Union to assure that the fair share fee is calculated in accordance with the requirements of all applicable statutes, rules and case law.

2.5.1 Service fee or dues deductions may not be made if the accrued earnings are insufficient to cover the deduction after all other authorized payroll deductions for the employee have been made.

2.6 An employee who objects to membership in the Union on the basis of religious tenets or teachings of a religious body of which such employee is a member shall inform the City and Union of the objection. The employee shall establish with Union representatives an arrangement for the distribution of a like amount of money to a non-religious charity.

2.7 The City shall provide a (1) one hour union orientation on paid time to all new employees during academy. The City shall provide paid time for one (1) Union representative to present the orientation.

3. NON-DISCRIMINATION

3.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual orientation, religion, race, color, creed, national origin, disability, gender identity, source of income, familial status, or political affiliation. The Union shall share equally with the City the responsibility for applying this provision of the agreement. Nothing in this section, however, shall be construed to prohibit actions taken because of bona fide job qualifications.

3.1.1 Upon notification to the Union by the City of filing for redress of any item in this Article in another recognized legal forum, any grievance filed by that same employee or Union under this Article will be withdrawn.

3.2 All reference to gender used in this agreement designates both sexes and when the male gender is used, it shall be construed to include both male and female employees covered by this agreement.

3.3 The parties recognize that both are subject to the Americans with Disabilities Act (ADA) and that nothing in the Labor Agreement may supersede the requirements of that Federal Law. The parties agree to meet and confer regarding circumstances where the ADA and the Labor Agreement appear to conflict. A showing that a person is disabled and that action taken as a reasonable accommodation is an absolute defense to a contract violation claim.

4. MANAGEMENT RIGHTS

4.1 The City shall retain the exclusive right to exercise the customary functions of management, including but not limited to directing the activities of the work force; determining the levels of service and methods of operation, including contracting and the introduction of new equipment; the right to hire, layoff, transfer, and promote; to discipline and discharge for

cause; to determine work schedules and assign work; and any other such rights not specifically referred to in this agreement. Management rights, except where abridged by specific provisions of this agreement, are not subject to the grievance procedure.

4.2 It is recognized that the City and Bureau of Emergency Communications are contractors in providing emergency communications services to other public entities. As such, nothing within this agreement shall limit management's right to enter into, alter or amend such contractual relationships. The Union does not waive any right to negotiate over the impact of such decisions as they may exist under State law.

5. **SHIFTS**

5.1 For the duration of this contract, the parties agree that for each classification there shall be up to ten (10) shifts consisting of four consecutive work days of nine and one-half (9.5) hours each day followed by three consecutive days off. Management may group one or more of the dispatch classifications for purposes of shift sign up. These shifts shall be based on the following schedule:

Early Morning	0500 - 1500
Morning	0700 - 1700
Mid-Morning	0900 - 1900
Late Morning	1100 - 2100
Early Afternoon	1300 - 2300
Afternoon	1500 - 0100
Evening	1700 - 0300
Late Evening	1900 - 0500
First Night	2100 - 0700
Second Night	2300 - 0900

5.1.1 In addition to the above, employees may work a "2-3-2" schedule:

Two (2) days with eleven and one-half (11.5) hour shifts each day, followed by

Three (3) days off, followed by

Two (2) days with eleven and one-half (11.5) hour shifts each day, followed by

Two (2) days off, followed by

Two (2) days with eleven and one-half (11.5) hour shifts each day, followed by

One (1) day with a seven and one-half (7.5) hour shift, followed by

Two (2) days off.

The total number of hours worked for the two-week period is 76.5. All hours under the "2-3-2" will be paid at straight time.

5.1.1.1 Employees experiencing personal hardship on the "2-3-2" will be allowed to revert back to a 4x10 schedule upon mutual agreement between employee, Management, and the Union.

5.1.1.2 The amount of 2-3-2 rotating shifts shall be no less than 12% and no greater than 25% of all shifts offered within each classification.

5.1.1.3 There will be no minimum of 2-3-2 shifts should the total number of available sign up slots be less than 80.

5.1.2 The parties may modify Sections 5.1 and 5.1.1 of this Article by mutual agreement, including the establishment of eight (8) hour and/or twelve (12) hour shifts by mutual agreement.

5.1.3 At no time related to a shift change will an employee be forced to work more than five (5) days in a row. In the event any employee's workdays are changed by the City so that the employee does not have two consecutive days off within a seven (7) day period of the switch, the employee will either: have an adjusted day off if the number of hours worked in the pay period would result in overtime, or be carried special duty for one shift in conjunction with another day off in order to provide the two day respite.

5.1.3.1 In the event a voluntary shift change results in the employee working more than five (5) days in a row at the switch, the employee may request a vacation day outside of the normal vacation bid process in order to provide respite.

5.1.3.2 Voluntary change is defined as the employee having had the opportunity to keep the current shift/days off and taking another opportunity. Involuntary change is defined as an employee not having had the option to remain on their current shift/days off, and/or, trainees moved at the direction of the Training Department.

5.1.3.3 If an employee makes a change of more than four (4) hours earlier to the start of their schedule, they will have a paid adjustment off their schedule the preceding night in order to provide a twelve (12) hour respite between shifts. If the employee makes a change of more than four (4) hours later to the start time of their schedule, they may request a schedule adjustment in order to help facilitate the change.

5.1.3.4 Exceptions to these rules may be made by mutual agreement between an employee and Management for voluntary mid-pay period changes and special request adjustments. Another exception will be provided for training adjustments in and out of academies that do not result in a trainee working more than their regularly scheduled hours within a pay period.

5.1.3.5 The Training Department will provide written notice of training moves as soon as possible. No trainee will be required to move with less than two weeks' written notice.

5.2 The Union Chapter Chairs will receive the signup from management by the 26th of the month prior to the start date of the signup for review and input (January 26 and July 26 of each year).

5.3 <u>Emergency Work Scheduling</u>. Changes of an employee's scheduled working hours (i.e., shift) which do not affect the employee's working days and days off can be made by the

City in case of an emergency situation; provided, however, that the first shift on the new schedule shall be paid at the overtime rate. Such change may remain in effect during the duration of the emergency. Any overtime resulting from the change will be paid in accordance with Article 7.

5.3.1 The employee shall maintain his/her right to his/her regular shift and may be transferred to his/her normal shift at the end of the emergency without penalty, provided s/he has at least an eight (8) hour rest period. If the rest period is not provided, then the Employer shall pay the employee the overtime rate for the first shift of his/her regular schedule.

5.3.2 Emergency shall be defined as a situation beyond the control of the City for which the City could not pre-plan. Emergencies shall not include those day-to-day situations which require immediate action which have been normally performed by bargaining unit employees.

5.3.3 Any disagreement between the City and the Union on what constitutes an emergency shall be taken up at Step 2 of the grievance procedure.

5.4 The City may change shift starting times outlined in 5.1 up to one hour earlier or up to one hour later, provided the City notifies the Union a minimum of two (2) weeks prior to any changes.

5.5 Each employee shall be assigned to a regularly scheduled workweek and shift unless changes are made by mutual agreement between the employer and the Union.

5.6 Except as noted in Article 10.3.4 of this Agreement, employees transferred from a regular scheduled shift to another, unless relieved from work at least ten (10) hours before their new shift, shall be paid overtime for the first such new shift worked.

5.7 Employees covered by this Agreement assigned to work in administrative areas shall have a regular schedule consisting of consecutive days on followed by consecutive days off.

5.8 Employees may request an occasional shift adjustment; however, at no time will the employee be required to adjust their shift in lieu of overtime.

6. LUNCHES AND BREAKS

6.1 Lunch Periods. Lunch Periods shall be scheduled by the City, and will allow the employee one-half hour time off without pay to eat lunch. Management will make every reasonable effort to insure that employees receive a duty-free lunch period. In the event an employee cannot be relieved for their lunch period, the employee shall receive pay at the normal overtime rate of one and one-half (1-1/2) times their normal hourly rate for the one-half hour lunch period he/she worked. Any employee who works a twelve-hour shift will be guaranteed a duty-free lunch period.

6.1.1 Furthermore, if the City is unable to provide a duty free lunch in accordance with this Section of Article 6, the employee may take lunch at their assigned duty station.

6.2 Break Time. Break Times shall be scheduled by the City, and will allow the employee fifteen (15) minutes of duty free time off with pay. At least one employee shall be allowed off the floor at any one time.

6.3 All employees shall receive paid breaks and unpaid lunches as follows:

6.3.1 Less than four (4) hours, no lunch/no breaks.

6.3.2 Four (4) or more hours but less than five (5) hours, one break but no lunch.

6.3.3 Five (5) or more hours but less than eight (8) hours, one break and one lunch.

6.3.4 Eight (8) or more hours up to and including ten (10) hours, two breaks and one lunch.

6.3.5 Employees working beyond those hours specified above shall receive one additional break for each two (2) hours scheduled.

6.4 The current practice of signing up for combined or separate breaks and lunches in any available slots shall continue.

6.4.1 An employee must take one (1) break in each half of their shift.

6.4.2 An employee may leave the floor twice per shift for de minimis purposes.

7. OVERTIME

7.1 Overtime Rate. Overtime at the rate of one and one-half (1-1/2) times an employee's established hourly rate as set forth in Schedule "A" shall be paid for all work performed outside of or in excess of an employee's established shift hours, unless work performed outside the regular shift results from unpaid absence during the regular shift for personal reasons.

7.2 Overtime Equalization. Overtime work shall be offered equally among employees, provided the employee is qualified to perform the work required. A record of overtime hours worked by each employee shall be maintained by the Bureau and will be posted, as soon as possible, at the completion of each pay period. Employees shall be selected for overtime by choosing the employee, among those volunteers, with the least amount of overtime hours worked in the last six (6) pay period reports. Employees may be denied the ability to work voluntary overtime based on excessive use of sick leave as defined in Article 14.8.1, or misuse of sick leave as defined in Article 14.9.

7.2.1 The parties agree that when two employees with an equal number of overtime hours worked have signed up for the same overtime opportunity, seniority shall rule as the tie breaker in all cases.

7.2.2 Prior to awarding short notice overtime, on duty employees will be given 15 minutes to respond from the initial notice of need. Seniority shall rule as a tie breaker in all cases.

7.2.3 The parties agree alternative methods for overtime equalization may be developed by the Labor Management Committee.

7.2.4 An employee who believes that he/she has not received a fair share of available overtime shall review the matter with his/her immediate supervisor and Union representative.

Corrective action will be taken through future assignments of overtime if a bona fide inequity exists in the employee's opportunity to receive a fair share of the overtime available in the employee's work unit.

7.2.5 The City shall avoid situations which require forcing an employee to work more than two (2) hours beyond his/her scheduled shift or more than twelve (12) consecutive hours, unless a critical situation of major proportions is in progress. The employee will be compensated at the rate of two (2) times his/her established hourly rate for the hours worked in excess of sixteen (16) consecutive hours.

7.2.6 Unless a critical situation of major proportions is in progress, the City shall not require an employee to work ordered overtime more than two (2) hours beyond his/her scheduled shift and subsequently require the employee to work ordered overtime two (2) hours early for the beginning of their next shift if the result is that the employee does not have twelve (12) hours rest between the shifts.

7.2.7 An employee in police dispatch training may not work more than twelve (12) consecutive hours unless a critical situation of major proportions is in progress.

7.3 Employees required to work around the clock (24 hours) and required to continue work through their regular assigned shift, shall continue to receive pay at the overtime rate.

7.4 Compensatory Time Off. In providing compensation for employees who have worked overtime, the City will grant the employee's preference for either pay at the applicable overtime rate or compensatory time computed at the applicable overtime rate for the overtime hours worked up to a total accrual of eighty (80) hours at any given time.

7.4.1 Accrued compensatory time off may not be used for bidding vacation selection, but may be used in lieu of vacation if no other person on that shift is scheduled off on vacation or compensatory time off.

7.4.2 Compensatory time off may be taken or used in lieu of vacation at other times by mutual agreement between the employee and his/her supervisor.

7.4.3 Employees may receive twice per year, at their request, a payout of any amount of accrued compensatory time.

7.4.4 Any compensatory time remaining at the end of the fiscal year will be paid off in cash, or at the request of the employee, any or all compensatory time may be carried over to the next fiscal year.

7.4.5 In the event that an employee transfers from one bureau to another, any compensatory time will be paid off.

7.5 Ordered Overtime.

7.5.1 Ordered overtime shall be scheduled in up to two (2) hour blocks.

7.5.2 Supervisors will begin with a list of names of employees for each shift in descending seniority order. The list will be updated daily. Each time an employee works overtime, his/her name will go to the bottom of the list. If more than one employee from the same

shift works overtime during the same overtime period, their names will be listed in order of seniority when placed at the bottom of the list (the most senior employees at the bottom). If the need arises to force an employee, the supervisors will start at the top of the list and work downwards to force the number of people needed.

7.5.3 Except as provided in Section 7.2.5 of this Article, an employee is exempt from being forced but will remain on the top of the list, if the slot in question is not in conjunction with an employee's regularly scheduled shift, if the employee is on vacation or on a scheduled day off, if the employee is already scheduled to work twelve (12) hours that day, if the block of overtime is immediately preceding or following the employee's regular scheduled work week, or if the employee is working a "trade" for another employee.

7.5.3.1. If there are no other eligible employees for the block of overtime, the City may force the employee highest on the list who had been made exempt on the basis that the block of overtime was immediately preceding or following the employee's regularly scheduled work week or if the employee is working a "trade" for another employee.

7.5.4 A drafted employee may be exempted from a given ordered overtime assignment in instances of personal hardship. Supervisors will evaluate personal hardship situations on a case-by-case basis, with an aim toward making decisions as consistent and uniform as possible. Supervisors shall not unreasonably withhold deferment. If the employee believes the supervisor was unreasonable he/she may file a grievance after the overtime has been worked.

7.5.5 Time and circumstances permitting, supervisors will attempt to contact unapproved overtime applicants for that day prior to forcing overtime.

7.5.6 Supervisors will give advance notice to employees whenever possible.

7.5.7 If an employee has signed up and been approved for overtime, the City may cancel the overtime in order to force that employee for a different slot only with the agreement of the employee.

7.6 Employees may be restricted from working voluntary overtime and exempted from forced overtime for bona fide training purposes as determined by bureau management.

7.6.1 Employees may be restricted from working voluntary overtime in conjunction with their shift if the employee has any overtime restrictions imposed by a treating physician.

7.7 There shall be no pyramiding of overtime rates.

7.8 <u>Overtime Bonus</u>. Upon working 12 hours of overtime in one pay period, the employee will be allowed to take an accrued annual day where a vacation slot would not normally be available.

7.8.1 The bonus does not apply to overtime worked as a supervisor, attending classes, meetings, special events details or other off-floor assignments. Employees may earn one bonus per pay period.

7.8.2 The vacation request must be made within six (6) months from the date the supervisor notifies the employee of the eligibility. One additional Annual Leave request may be approved per shift grouping per day, excluding the following days: Fat Tuesday (Mardi Gras), St. Patrick's Day, Cinco de Mayo, Independence Day, Halloween, Thanksgiving, Christmas Eve, Christmas, New Year's Eve, and New Year's Day. All other rules will be followed regarding Annual Leave requests under Article 11.

7.9 Pagers

7.9.1 To facilitate contact with employees who have indicated a willingness to work short-notice ECS overtime, the parties agree that the Bureau will provide either a pager or access to text messaging notification to employees on a voluntary basis.

7.9.1.1 For the purposes of this Article, eligible employees are those who are either full-time coaches, or back-up coaches, or back-up Lead Workers, who have also completed ECS PPC, are a Senior EC Dispatcher, and have completed the APCO CTO Certification. Any changes to these requirements by management will be posted on the intranet and LMC will be notified in advance.

7.9.2 Employees who volunteer to be contacted via pager or text message for the purpose of responding to requests for short-notice ECS overtime shall be under no obligation to respond to the page or text message offering the overtime.

7.9.3 Employees who request to be issued a pager or be put on a text message contact list for the purpose of responding to requests for short-notice ECS overtime are not considered on "Stand-by" for purposes of Article 8, and shall not receive any additional compensation.

7.9.4 If an employee responds to a page or text message for voluntary short-notice ECS overtime, the parties agree that the Bureau shall not take the opportunity to order the employee to work floor overtime under Article 7.5.

7.9.5 The Bureau will bear the cost of providing access to a pager for any eligible employee who chooses paging as their preferred method of being notified of short-notice ECS overtime offerings. Employees choosing to be notified by text message assume responsibility for the cost under their mobile phone contract.

7.9.5.1 Employees issued a pager will be advised of its replacement cost and are responsible for reimbursing the Bureau if the pager is lost.

7.9.6 While not addressed in this contract, questions regarding the operational need to reinstitute a process for notifying all interested and eligible employees of short-notice floor overtime will be referred the BOEC Labor Management Committee.

7.9.7 Nothing in this section limits the utilization of technologies other than paging and text messaging; the specific impacts of adopting an alternate technology will be referred to the BOEC Labor Management Committee.

7.9.7.1. Questions, concerns and/or problems shall be referred to the Labor Management Committee including establishing criteria for re-assigning pagers and for evaluating the success of the pager program.

8. REPORTING PAY AND MINIMUM PAY

8.1 Reporting Pay. Any employee who is scheduled to report for work, and who presents himself for work as scheduled, but where work is not available, or made available for him/her, shall be excused from duty and paid at the applicable rate for that scheduled time.

8.2 Stand-by Pay. Before the City requires bargaining unit employees to "stand-by" during their off duty hours, the City and the Union will meet and determine the appropriate compensation.

8.3 Travel Time. If an employee is called back on an emergency, his/her pay will commence at the time he/she leaves home, with a maximum of one (1) hour's travel time permitted. Travel time does not apply to normal Center operations.

8.4 Mileage Reimbursement. Employees are authorized special mileage allowances under the following conditions: When such employees are required or authorized to use their personal automobile to report directly to a work site other than their normal reporting place, they will file a mileage pay request for any miles that are in excess from their current home address to their normal reporting place. Mileage payments will be at the applicable IRS rate per mile for using a personal automobile on City business. Payment will be made for the excess distance both going to work and returning home. Employees will be obliged to keep their supervisors advised of their current home address and number of miles from their home to their regular reporting place.

8.4.1 Any employee who is required or authorized to use his/her personal automobile in the course of his/her employment will be paid mileage reimbursement at the applicable IRS rate. Unless specifically authorized in advance, employees will not be paid mileage reimbursement for using their personal automobile to attend voluntary training.

8.5 Civil Service Examinations. Where the employee cannot arrange alternative schedules with the Bureau of Human Resources, the employee will be allowed to take Civil Service examinations without loss of regular pay for the duration of the time spent in the examination.

9. WORKING OUT OF CLASSIFICATION

9.1 Assignments to a higher classification will be paid in accordance with Schedule "A" COACHING/LEAD.

9.2 An employee who is appointed to act in the capacity of a supervisor remains a member of the bargaining unit, but he/she shall assume all of the duties and be subject to the working conditions of other supervisors of similar rank for the duration of the appointment, except there shall be no issuing of discipline by such an individual.

9.3 Promotions. The City agrees that employees within the bureau shall have first opportunity for bargaining unit promotions within the bureau, subject to qualifications through proper Bureau of Human Resources procedures.

9.4 When external lateral hires are made to the police, fire, or senior dispatcher classifications, training offered to the external hires will also be offered to current employees who have not yet had the opportunity.

10. SENIORITY

10.1 In the matter of layoff and recall of employees, as well as in the matter of selections of jobs or opportunities to work on new jobs, processes or job locations and the selection of work shifts and vacation periods within a given classification, within a bureau, department or division thereof, the City shall prefer those employees who have permanent status with the greatest length of service with the City within a given classification subject to the following conditions:

10.2 Layoff. Reductions in force shall be accomplished by removing from the classification in which the oversupply exists, the junior person in that classification. An employee so removed shall be entitled to work in a lower classification in which he/she has previously held permanent status in the order of his/her seniority in that classification.

10.2.1 No layoffs or reduction to a lower classification shall be executed so long as there are temporary employees serving within the affected classification.

10.2.2 Employees laid off in one bureau shall have the right to employment in another bureau on the basis of total seniority.

10.2.3 If an employee has been transferred as a result of a layoff, that employee shall have the right to transfer back to his/her former classification in his/her former bureau or division from which he/she was transferred, if the City is going to re-employ an employee in that classification in that bureau or division. The transfer back shall be on a strict City-wide seniority basis in the classification of the employee at the time the transfer occurred.

10.2.4 The City shall re-employ laid off employees in a strict seniority basis for the classification from which the employee was laid off.

10.2.5 If two or more employees were employed in any classification on the same day, seniority shall be determined by their position on the eligible register at the time of their appointment.

10.2.6 It is recognized that from time to time a seniority inequity may exist in multiple appointments in a bureau and classification, where an employee is required by the City to delay the starting date in a new position. In those instances, the employee may submit to the Human Resources Director a request for the seniority adjustment within thirty (30) days of permanent appointment.

10.2.7 On re-employment of laid off employees, the City shall notify the employee by Certified Letter, with a copy to the Union, mailed to his/her last know address. The employee shall have five (5) days to report his/her intentions to the City and shall report to work within two (2) weeks after notification to the City.

10.3 Shift Selection. Employees within each classification shall have a right to select their work shift and days off, on the basis of their position on the Union Employee List. Shift selection

sign-up shall occur twice per year, to be implemented on the first day of the pay period closest to March 15th and September 15th of each year.

10.3.1 Out of Union Employee List order shift assignments may be made: (1) for employees in a training status; (2) to accommodate personal hardship requests by mutual agreement between the City and Union not to exceed three (3) months; or (3) short-term special assignments to accommodate medical conditions by mutual agreement between the City and the Union.

10.3.2 Shift Sign-up. Shift sign-ups will be conducted by the Union with a supervisor available to answer questions.

10.3.2.1. The Union member responsible for conducting the sign-up will be released from work to conduct the sign-up with pay.

10.3.2.2. Shift sign-ups will be completed by the Union and delivered to the Bureau by March 1st and September 1st of each year.

10.3.2.3. Shift and days off selections will be made available to employees by the Bureau and the Union for the start of the shift signup process on February 1 and August 1 of each year.

10.3.2.4. The Union member conducting the sign-up will be responsible for selecting the shift/days off for any bargaining unit member not present during the sign-up and/or any bargaining unit member who did not leave their selections with the Union member responsible for conducting the sign-up.

10.3.2.5. An ECOT or ECCT who is approaching final certification at phones or dispatch may be included in the applicable sign-up

10.3.3 Modified sign-up.

10.3.3.1. An ECOT or ECCT who certifies between sign-ups shall be included in a modified sign-up. The modified sign-up shall be accomplished by posting the shifts/days off to allow those employees who did not have the opportunity to bid for that slot on the previous sign-up to bid for that slot. The modified sign-up shall be completed as soon as practicable and implemented at the beginning of the first pay period which occurs at least seven (7) days following completion of that sign-up.

10.3.3.2. When an employee changes shifts because of a modified sign-up the employee's unused vacation time on the vacated shift will revert back to the shift and be open for vacation sign-up as provided for in 11.9.

10.3.3.3. When a vacation slot is reopened within 30 days of the slot, the slot will remain open up to 72 hours prior to that date. The employee who moves to a new shift may sign up for any open vacation prior to the beginning of the new shift as provided for in 10.5.13. The original vacation bids of newly certified ECCTs and newly promoted EC Police Dispatchers, EC Fire Dispatchers, and EC Sr. Dispatchers will be honored on their new shifts.

10.3.4 Any shift change related to a modified sign-up will follow the same provisions as in 5.1.3 for adjustments and pay.

10.3.5 The Union Employee List shall be maintained by the Union for the purpose of shift and selection and will be provided to the Bureau. It shall be the responsibility of the Union to resolve any employee disputes regarding the List.

10.4 Annual Leave Selection. Annual Leave selections shall be on the basis of position on the Union Employee List. Each employee will be entitled to exercise his/her Annual Leave bid once each sign up period, except as provided in 10.3.3.

10.4.1 It is agreed that the following Annual Leave language applies to all bargaining unit employees within their classification.

10.4.1.1 There shall be one (1) annual leave slot for every ten (10) phone certified dispatch employees as of January 26 and July 26 (the date shift and days off selections in 10.3.2.3 are made available to the Union). For example:

3 leave slots for 30-39 bargaining unit dispatcher employees
7 leave slots for 70-79 bargaining unit dispatcher employees
10 leave slots for 100-109 bargaining unit dispatcher employees
13 leave slots for 130-139 bargaining unit dispatcher employees

10.4.1.2 Certified ECCT employees shall have Annual Leave slots provided based upon the total number of employees within class. The distribution ratio for such employees shall be:

One (1) slot for 10 or less employees
Two (2) slots for 11-25 employees
Three (3) slots for 26 or more employees
One additional slot for each additional 10 ECCT employees

10.4.1.3 Distribution as determined by 10.4.1 will be guided by the following:

One (1) Annual Leave slot for each shift assigned nine (9) or less employees
Two (2) Annual Leave slots for each shift assigned ten (10) or more but less than twenty-three (23) employees
Three (3) Annual Leave slots for each shift assigned twenty-three (23) or more employees

10.4.1.4 For the purposes of annual leave bids, shifts of nine (9) or fewer employees may be combined with another adjacent shift. The Bureau will designate which shifts shall be combined.

10.4.1.5 Before implementation, the Bureau will provide the Union a draft of the leave slot configuration for review and comment. If the Bureau and Union cannot agree on the distribution of the remaining slots they will be distributed to the shifts with the highest employee to annual leave slot ratio.

10.5 Prior to certification, employees will be approved by the Training Department for annual leave. Upon certification, employees will be subject to the same annual leave bid process as other certified bargaining unit employees.

10.5.1 Once certified in call taking, employees shall be counted for purposes of allocation and distribution of annual leave slots per 10.4.1.1 and 10.4.1.2 in their respective classifications.

10.5.2 Approved annual leave for trainees will move with them when they change coaches. If there is an open leave slot, the slot will be filled by the trainee. If there is no open slot an additional slot will be opened for the trainee. If the days off have changed in the move the actual block of time off will be honored.

10.5.3 For purposes of annual leave bids, shifts of ten (10) or fewer employees shall be combined with another adjacent shift. The Bureau will designate which shifts shall be combined.

10.5.4 Annual Leave Sign-up. Annual Leave sign-ups will be for approximately six (6) month periods which will coincide with the shift selection periods as specified in Article 10.3 above.

10.5.5 Annual Leave sign-ups will be conducted by the Union.

10.5.6 The Union shall complete the Annual Leave sign-up as quickly as possible after the shift/days off selection sign-up. In no case shall it be completed later than one week prior to the sign up implementation date.

10.5.7 The Union will devise the method for conducting Annual Leave sign-ups.

10.5.8 Bargaining unit members shall be required to follow the prescribed method for Annual Leave sign-up as established by the Union.

10.5.9 Bargaining unit members who fail to sign-up for an Annual Leave period in the manner established by the Union will be considered to have exercised a pass for that leave period.

10.5.10 The Union will provide the Bureau with the results of the Annual Leave sign-up in a timely fashion so that scheduling problems are minimized.

10.6 Permanent shift trades may be made by mutual agreement between the employees and the City, provided such changes are posted and there are no objections. Any such mutually agreed changes shall not be subject to the overtime provisions of this agreement.

10.6.1 Shift Trades. Individual trades of full or partial shifts may be made under the provisions of the Fair Labor Standards Act.

10.6.1.1. Trades must be approved by a supervisor.

10.6.1.2. The hours worked shall be excluded in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation. Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work schedule for that shift. Notwithstanding the provisions of ORS 653.268, it is agreed that at no time shall any hours worked under a trade agreement be paid at the overtime rate.

10.6.1.3. The City is not required to keep a record of the hours of the substitute work. However, the City may develop and require the use of pay codes to facilitate its knowledge of when an

employee has substituted or is being substituted and when an employee did not report to work for what was an approved substitution shift.

10.6.1.4. Trades are not subject to formal record keeping by the bureau. Records of trade time worked and owed are the responsibility of the employees involved in the trade. The City is not responsible, nor can it be held liable, for disputes between employees over time owed as a result of trades. The City cannot be held responsible for the balancing of trade accounts.

10.6.1.5. Employees are responsible for ensuring that their assigned shifts are covered.

10.6.1.6. If the employee who has agreed to work for another in trade does not report to work, the employee originally assigned the shift will be credited as if he or she had worked his or her normal work schedule for that shift. The employee who did not report to work as part of an approved substitution agreement shall have the equivalent amount of time removed from his or her annual leave accrual, and if none, from future annual leave accrual until the deficit is erased.

10.6.1.7. Failure to work a trade twice in six months shall result in termination of all trade privileges for the subsequent six months. Failure to fulfill a trade may also result in the termination of trade privileges and/or disciplinary action.

10.7 Injured Worker Return to Work. The parties jointly recognize the desirability of returning an injured worker, whose condition is not medically stationary, to some form of available work at the earliest possible time consistent with the ability of the worker to return as certified by the treating physician. Employees may be temporarily assigned available work other than in their regular job classification as soon as released to do so by the treating physician.

10.7.1 An injured worker whose condition is medically stationary will be given the opportunity to return to his/her original classification if medically able to do so. If the injured worker's condition does not permit return, the City will make reasonable effort to accommodate such condition and to return the injured worker to available and suitable work in accord with State law. Such accommodation efforts shall include a City-wide search in accordance with Human Resources Administrative Rules and other collective bargaining agreements.

10.7.2 A job which is vacant by reason of a compensable injury will be treated as a temporary vacancy until the employee is found medically stationary, but in no case shall exceed six (6) months. During this period, an injured worker who has received a full release will be returned to his/her former job on request. An employee displaced by the return of an injured worker will be entitled to bump pursuant to his/her seniority and classification. Once found medically stationary or after six (6) months, an employee who is absent due to compensable injury and unable to return to work shall be placed on medical layoff status in his/her classification.

10.8 Employees may request a lateral transfer to another bureau by notifying the Human Resources Bureau of their desires.

10.9 Retention and Forfeiture. Job class (layoff) seniority shall continue and accumulate during approved leaves of absence in accordance with the provisions of the City Charter and Human Resources Administrative Rules. All seniority shall be broken by resignation or

termination for just cause. In the event an employee is reinstated under the Rules, their job class (layoff) seniority will be established according to those Rules.

10.9.1 Any employee who is promoted and fails to qualify for the new position shall have the right to be returned to his/her former classification and department based on seniority with all the rights and conditions of employment he/she had in his/her former classification.

10.9.2 Within one hundred eighty (180) days of promotion, any employee may elect to return to his/her former classification and bureau with no loss of rights and conditions of employment; provided, however, a vacancy exists in the employee's former classification and bureau within six (6) months of the promotion.

10.10 The City agrees to make available to the Union, upon request, copies of any personnel list the City maintains regarding seniority or classification changes.

10.10.1 The Union agrees to make available to the City, copies of the Union Employee List to be used for the purposes of shift/days off and Annual Leave selection.

10.11 In the event of a layoff in the Bureau of Emergency Communications, it is agreed layoffs shall occur in the following order:

Pursuant to Article 10.2, it is agreed that all employees identified within a class shall be laid off before proceeding to the next classification. Furthermore, those employees who have the least seniority within a classification shall be laid off first, subject to the following exception: Those employees certified at Police Dispatch shall at no time be laid off prior to an employee not certified in Police Dispatch.

Therefore, the order of layoff class and category shall be:

ECCT trainees
ECOTs not certified in Calltaking
ECOTs certified in Calltaking
ECCTs
ECOTs certified in two (2) disciplines
EC Police Dispatchers/EC Fire Dispatchers
Lastly, EC Sr. Dispatchers (to include red-circled EC Police Dispatchers)

10.12 <u>Probationary Period</u>. The entry probationary period is twelve (12) months from date of hire. Entry probationary employees are not permanent, serve at the pleasure of the City, and may be discharged without recourse to the grievance procedure.

10.12.1 After completion of the initial twelve (12) month probationary period, employees may only be discharged for just cause. It is specifically understood that just cause shall include inability or failure on the part of an employee to attain certification in accordance with BOEC job requirement prior to completion of eighteen (18) months' service from date of hire.

11. **ANNUAL LEAVE**

11.1 All employees shall receive Annual Leave with pay as follows:

11.1.1 Annual Leave for employees shall be computed on the basis of time actually served during each calendar year. The rate that annual leave accrues shall depend upon the total amount of service for the Employer, whether or not such service was broken. Beginning with January 1 of the year in which the employee reaches the following service anniversaries, leave shall accrue at the following rates:

Anniversary	Accrual Rate Per Bi-Weekly Period	Equivalent Annual Leave
Entry	7.08 hours	184 hours
5	8.62 hours	224 hours
10	9.38 hours	244 hours
15	10.15 hours	264 hours
20	10.92 hours	284 hours
25	11.69 hours	304 hours

11.2 An employee's Annual Leave is deemed earned and shall be credited each payroll period.

11.3 In computing total amount of service as used in 11.2 above:

11.3.1 Includes time taken while on leave of absence with pay or for military leave without pay.

11.3.2 Includes any time under temporary appointment in City service, employment by the Dock Commission, the Exposition-Recreation Commission, and the Portland Development Commission.

11.3.3 Includes absence because of an on-the-job injury up to one year.

11.3.4 Excludes time in City service for pension benefits.

11.4 Employees shall continue to earn Annual Leave credit for:

11.4.1 A cumulative period of one year because of time lost for each on-the-job injury, provided that the employee returns to work in accordance with the Bureau of Human Resources Administrative Rule 6.03, Vacations. However, should such on-the-job injury result in disability retirement, the employee will be paid for such accrued Annual Leave up to the one-year maximum accrual.

11.4.2 Any authorized leave of absence where an employee continues his/her pay status.

11.4.3 Any authorized personal leave of absence not to exceed thirty (30) days.

11.5 The total number of Annual Leave hours accrued at the end of the first payroll period in January cannot exceed an employee's Annual Leave accrual for the preceding twenty-four (24) month period. Any excess credit at that time will be forfeited. Except, however, if during the Month of December, the Employer requires an employee to work his/her leave

period that was previously scheduled and approved, the amount of leave worked may be carried over in addition to two year's accumulation.

11.6 Annual Leave credits will not be available for use until the employee has completed ninety (90) days of service. Whenever an employee with more than ninety (90) days service is laid off or terminated, his/her Annual Leave time shall be paid in a lump sum.

11.7 Employees shall have the right to exercise their seniority in determining their Annual Leave times as provided in Article 10.

11.8 Employees shall be able to schedule Annual Leave at other times than at the semi-annual leave sign-up as follows:

11.8.1 With a minimum of seventy-two (72) hours and maximum of two months notice, employees shall be allowed to schedule Annual Leave up to the number of annual leave slots assigned to their shift or combined shift;

11.8.2 The bureau shall continue its current practice of allowing employees to sign up for vacation slots under Article 11.9. The bureau shall not be required to grant vacation requests to alternates if the vacation slot is cancelled or vacated with less than 72 hours notice.

11.8.3 When a vacation slot is reopened within 30 days of the slot, the slot will remain open up to 72 hours prior to that date. The employee who moves to a new shift may sign up for any open vacation prior to the beginning of the new shift as provided for in 10.3.3.3. Newly certified ECOTs' or ECCTs' original vacation bids will be honored on their new shift.

11.8.4 Anniversary Benefit. Upon the 3rd, 5th, 10th, 15th, 20th, and 25th anniversaries of an employee's hire date, the employee will be allowed to take an accrued vacation day where a vacation slot would not normally be available. One additional Annual Leave request may be approved per shift grouping per day, excluding the following days: Fat Tuesday (Mardi Gras), St. Patrick's Day, Cinco de Mayo, Independence Day, Halloween, Thanksgiving, Christmas Eve, Christmas, New Year's Eve, and New Year's Day. All other rules will be followed regarding Annual Leave requests under Article 11.

11.9 An employee may be allowed to take leave at other times than those specified in other sections of this Article or in Article 10 upon reasonable notice and by mutual agreement between the employee and his/her immediate supervisor.

11.10 Once an employee's Annual Leave time has been scheduled, the employer shall not cancel such scheduled Annual Leave time unless the needs of the operation so dictate. If the employee feels his/her scheduled Annual Leave was canceled without good reason, the matter will be subject to the regular grievance procedure. If the Employer is found to be in violation of this Article, the employee will be paid at time and one-half for the time worked during the scheduled Annual Leave, with no loss of accrued Annual Leave time. Furthermore, the Employer will make every effort to accommodate the employee in rescheduling the employee's new Annual Leave irrespective of bid or available slot.

11.11 No allowance shall be made to an employee for sick leave during a period designated in advance for Annual Leave purposes; except upon a determination by the Commissioner in

charge that the injury or illness was of a serious nature. Prompt notification of the injury or illness, and clearance by the person in charge of the employee's payroll unit, shall be made as provided in the Bureau of Human Resources Administrative Rule 6.04, Sick Leave.

11.12 Employees on FMLA, OFLA, or parental leave extension (per Article 15.3.4.2) shall exhaust all paid leave before being permitted to be on an unpaid status except that they may reserve a total of 80 hours of annual leave per calendar year for future use.

11.12.1 An employee not wishing to protect any applicable portion of annual leave may notify the Bureau to change their current status concerning protected annual leave, on a pay period-to-pay period basis.

11.12.2 Employees will have the opportunity to use overtime compensation (OTC) hours in lieu of annual leave.

12. HEALTH AND LIFE INSURANCE

12.1 Labor/Management Benefits Committee. The parties agree to the continuation of the city-wide Labor/Management Benefits Committee. The committee will consist of 12 members. One member shall be appointed from each of the following labor organizations: the District Council of Trade Unions (DCTU), the Portland Fire Fighters' Association (PFFA), the City of Portland Professional Employees Association (COPPEA), AFSCME, Local 189 representing Emergency Communications Operators (BOEC), Municipal Employees, Local 483 representing Recreation Instructors (Recreation) and the Portland Police Commanding Officers Association (PPCOA). The remaining six members shall be appointed by the City.

12.1.1 A quorum of ten (10) voting members is required for the committee to take action. An absent committee member may designate a substitute with full voting authority. Any committee member may invite one or more visitors to attend committee meetings.

12.1.2 The committee shall select its chairperson, who shall serve at the will of the committee.

12.1.3 In order to make a recommendation to the City Council, at least ten (10) committee members must vote in favor of the recommendation. The committee shall be responsible for establishing internal committee voting and decision-making processes.

12.1.4 Members of the committee shall be allowed to attend committee meetings on on-duty time. In the event meetings are scheduled outside the regular shift hours of a committee member, the City shall make every effort to adjust the shift of the member to allow the member to attend while on duty.

12.1.5 The committee shall meet at least quarterly, and shall make written recommendations regarding plan design changes in the employee benefits program to the City Council no later than April 1st of each year.

12.1.6 The City Council shall retain the discretion to implement or reject any of the committee's recommendations. In the event the committee makes a recommendation that is consistent with the committee's authority, is actuarially sound and meets all the requirements of federal, state and local laws, and Council rejects the recommendation, any reductions in

plan costs that may have occurred due to the change in plan design, will be treated as having occurred for the purposes of calculating the maximum City contribution under this agreement. These costs will be calculated by evaluating the premiums and/or rates as if the changes had occurred, the rates and/or premiums absent the changes, and the number of participants under the plan(s) involved. (For example, if the self-insured plan two party rate would be $298 per employee per month with the addition of a benefit design change "X", but Council rejects the design change and therefore the two party rate is $350 per month per employee, the City contribution will be increased $52 per month per employee on the self-insured plan to give credit for the change.)

12.2 Benefits Eligibility.

12.2.1 Permanent full-time employees shall be eligible for medical, dental, vision and life insurance coverage the first of the month following the date of hire. Permanent full-time employees shall cease to be eligible as provided herein for medical, dental, vision and life insurance coverage on the last day of the month following the date of unpaid leave status or their separation from active employment. Medical, dental, vision and life insurance benefits will be paid at 100% of the city contribution for those employees who have a Standard Hours designation of at least seventy-two hours in a pay period in a benefits eligible, budgeted position.

Following an authorized unpaid leave, a permanent full-time employee shall be eligible for medical, dental, vision, and life insurance coverage on the first calendar day of the month in which the employee returned to active employment.

12.2.2 Permanent part-time employees will be eligible for medical, dental, vision and life insurance coverage the first of the month following the date of hire. Permanent part-time employees shall cease to be eligible for as provided herein for medical, dental, vision and life insurance coverage on the last day of the month following the date if unpaid leave status or their separation from active employment. The amount of contributions which the City will make on behalf of permanent part-time employees for medical, dental, vision and life insurance benefits shall be as follows:

Standard Hours Per Pay Period	Percentage of Full-Time Employee Contribution
38-56	50%
57	75%

12.2.3 The percentage of benefits shall be based on the employee's standard hour designation for the period of part-time (or job-share) work under the program.

12.2.4 Medical, dental, vision and life insurance benefits may be denied to employees who are in a pay status for less than seventy-six (76) hours during a calendar month by the withholding of city-paid premiums for the subsequent month.

12.3 City Contributions.

Effective July 1, 2010 through June 30, 2013, the City shall contribute ninety-five percent (95.0%) of the combined total medical, vision, and dental rates adopted by the City Council for the one party, two-party or family enrollees (whichever applies) for each of the medical, dental and vision options (self-insured or Kaiser) provided herein. Each employee shall contribute five percent (5%) of the combined total rates adopted by the City Council for the

one party, two-party or family enrollees (whichever applies). Contributions for part-time employees are governed by Clause 12.2.2. Once plan rates for each benefit year have been adopted by the City Council, the respective City and Employee contributions shall be computed and the Union shall be provided written notice of the amounts.

12.4 Opt Out.

12.4.1 A benefits eligible employee who has alternate group medical coverage may choose to opt out of City provided medical coverage. A full-time employee who chooses to opt out shall not be required to pay the employee premium contribution in 12.3 and shall receive a cash payment every payday (except for the third payday in a month) as follows:

Cash Payment	One Party	$25.00 per payday
	Two Party	$45.00 per payday
	Family	$62.50 per payday

12.4.2 Employees may elect to receive the cash payment as cash (subject to withholding) or as a pre-tax contribution into a Flexible Spending Account (MERP or DCAP). In addition to the cash payment to the employee, the City shall contribute for each full-time employee who opts out of medical coverage an additional amount to the Health Fund as follows:

City Contribution	One Party	$117.26 per payday
	Two Party	$93.59 per payday
	Family	$72.86 per payday

Effective July 1 of each year of the Agreement, the City contribution rates provided in the previous year of the Agreement shall be adjusted to reflect the full annual percentage increase in the Portland-Salem Medical Care component of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) current base period measured by the reported percentage change between the second half of the most recent calendar year and the second half of the second most recent calendar year as published by the Bureau of Labor Statistics. However, in no event shall the contribution rate increase be less than two percent (2%) or greater than ten percent (10.0%).

12.4.3 The City shall pro-rate the cash payment and City contributions in 12.4.1 and 12.4.2 for part-time benefits eligible employees based on the standard hours schedule. (See Article 12.2.2.)

12.5 Domestic Partners. Benefit coverage for domestic partners will continue. Availability of domestic partner benefit is subject to continuing availability from the City's benefit employee benefit insurance carriers. The Committee will recommend eligibility rules governing domestic partner benefit coverage to the City Council.

12.6 Health Fund Reserves.

12.6.1 The Health Fund shall be maintained with adequate reserves to meet fund obligations, which include claims, Incurred But Not Reported Claims Reserves, and Large Claim Reserves. The committee shall make recommendations to the City Council on creating other reserves as appropriate.

12.6.2 The term “excess reserves,” as used in this agreement, shall be defined as the monies in the Health Fund which are not needed to meet fund obligations. Excess reserves shall remain in the Health Fund, but shall be subject to separate reporting to the committee.

12.6.3 The Health Fund and all reserves associated with the Fund must be maintained in an interest bearing account. Fund reserves shall be pooled, and shall not be allocated on an individual employee or employee group basis.

12.7 Retiree and Survivor Benefits.

12.7.1 The City shall make available to a retired employee, spouse and children, or to the surviving spouse and children, or to a surviving spouse, the same medical, dental, and vision benefits offered to active employees. The cost of the plans shall be borne by the retiree or his/her spouse. The health care insurance coverage shall be made available for a retired employee until the retired employee becomes eligible for federal Medicare coverage, for the spouse of a retired employee until the spouse becomes eligible for federal Medicare coverage and for a child until the child arrives at majority.

12.7.2 The City shall provide to the spouse and dependent children of an employee who is killed on the job, the same medical, dental and vision benefit plans available to active employees. The City agrees to continue the City contribution for the spouse and dependent children until the spouse reaches age sixty-five or remarries and for each dependent child to the age which meets the eligibility requirements of the health plan in which they are enrolled.

12.7.3 The promise of the City to provide insured plans is dependent upon the continuing availability of such plans from an insurance carrier and the qualification by the retired employee with the plan while the retiree was employed with the City. Should an insurance carrier terminate the plan, the City shall attempt to replace it.

12.8 Life Insurance. The City shall provide each employee with a life insurance policy; said policy shall be secured and maintained in accordance with the City’s existing practices.

12.8.1 The value of the policy shall be no less than $10,000 and if greater, shall be such amount as established by the City Council upon the recommendation of the Labor/Management Benefits Committee.

12.8.1.1. Effective July 1, 2004, the value of the policy shall be the lesser of one times annual salary rounded to the next higher multiple of $1,000 or $50,000.

12.8.2 The City shall make available supplemental life coverage on a voluntary, employee paid basis.

12.9 Deferred Compensation. The City shall allow employees under this contract to participate in the Deferred Compensation Program that is currently available to employees. However, if the program is determined not to be allowable as a tax deferral under the Internal Revenue Code, the participating employee shall hold the City and the Union harmless against any and all claims, demands, or other forms of liability arising as a result of any invalidation of the terms and conditions of the Program.

12.10 Federal Health Legislation. If the Federal Government enacts Federal Health Legislation, or if any taxing authority taxes or otherwise limits or restricts health care benefits paid by the City, the City and the Union will immediately negotiate on the effect of that legislation as it pertains to this Article.

12.11 Disability Insurance. The City shall modify the benefits plan to include the addition of disability insurance for employees as recommended by the Labor/Management Benefits Committee and approved by the Portland City Council.

13. CHILD CARE

13.1 During the term of this Agreement, the parties agree to discuss the feasibility of mutual child care services and provide recommendations to the parties. The existing Labor/Management Committee shall be the forum for any discussions which occur.

14. SICK LEAVE

14.1 Sick Leave is for an employee's own illness or injury. Sick leave may also be available to care for a family member as provided in the City's Human Resources Administrative Rules presently in effect and/or by state and federal law. The City will continue for the life of this agreement to provide its employees with the sick leave plan and program presently in effect, except as modified as follows:

Permanent employees, including those in probationary status, shall be eligible for use of earned sick leave immediately upon hire. Full-time employees shall accrue sick leave at the rate of 4 hours per biweekly payroll period, or 104 hours per year of service. Employees may accumulate unlimited sick leave.

14.2 If the employee is aware that his/her condition will require more than two (2) days sick leave usage, he/she will inform his/her supervisor of the approximate time of return.

14.3 Time for medical and dental appointments will be charged against accrued sick leave. However, due to the operational needs of the bureau, medical and dental appointments should be scheduled whenever possible on off-duty hours.

14.4 An employee who is unable to report to work due to illness or injury shall attempt to report the absence to his/her supervisor at least two hours prior to the start of the employee's scheduled shift.

14.5 Employees who have insufficient sick leave to cover absences due to illness or injury shall use annual leave or overtime compensation (OTC) hours to cover absences.

14.6 Employees will not be permitted to go into unpaid status except as provided by law (e.g. FMLA/OFLA) or as outlined by bureau policies.

14.6.1 Employees who use unpaid leave for any portion of a day or week during the pay period shall be paid at the straight time rate for all hours of overtime during that pay period equal to the number of hours taken as unpaid leave.

14.7 Documented usage not to be considered as excessive absenteeism includes approved leave under FMLA and/or OFLA.

14.8 Employees will be allowed to use up to a maximum of 104 hours of non-protected sick leave per calendar year. A calendar year is defined as the period between January 1 and December 31. Part time employees will be prorated to an equal percentage of non-protected sick leave hours based on their hours worked per annum. As permitted in Article 14.5, employees may use accrued sick leave as well as annual leave and overtime compensation hours in order to remain in paid status.

14.8.1 For the purposes of this Article, an excessive sick leave user is defined as an employee who uses more than 104 hours of non-protected sick leave per calendar year. Misuse is defined as the use of sick leave for any purpose other than allowed for in Article 14.1.

14.9 Evidence of misuse of sick leave may include, but is not limited to:

14.9.1 Absences that are not bona fide sick leave purposes as outlined in Article 14.1.

14.9.2 Sick leave absences in conjunction with scheduled days off, vacation days, "prime days," or some other specific pattern of usage. Patterns of sick leave use shall not be the sole basis for a determination of sick leave misuse.

14.9.3 Sick Leave usage above the annual accrual for sick leave usage during the previous twelve (12) months.

14.9.4 Repeated use of sick leave as soon as the leave is accrued.

14.10 <u>Letter of Counseling</u>

14.10.1 Prior to taking any disciplinary action concerning excessive absenteeism (over 104 hours on non-protected sick leave), Management will issue a letter of counseling. The purpose of this counseling will be to notify an employee that his/her absenteeism appears to be excessive, to provide an employee the opportunity to identify the specific reasons for the absenteeism, and to assist the employee in a cooperative effort to alleviate the cause of the problem.

14.10.2 Non-disciplinary notices of excessive sick leave use and/or letters of counseling regarding sick leave use will not become part of the employee's permanent personnel record.

14.10.3 The employee will be provided with a plan of action for improvement which will allow the employee to use up to a maximum of 34.5 hours of non-protected sick leave during the four month period subsequent to receiving the letter of counseling. Successfully meeting the requirements of a plan of action will hold an employee at the Counseling level for the duration of the counseling period (two years).

14.11 Disciplinary Action

14.11.1 Action for absenteeism will begin once an employee has exceeded 104 hours of non-protected sick leave per calendar year. Disciplinary action is intended to be progressive in nature and allow for an improvement period.

14.11.2 An employee is subject to disciplinary action for excessive absenteeism up to a maximum of three times per calendar year.

14.11.3 Step 1 – Oral Warning: The employee will be restricted to no more than six (6) hours of voluntary overtime per pay period. Such overtime must be scheduled adjacent to the employee's designated shift. If the employee exceeds 34.5 hours of sick leave in the four months following oral warning, the employee will be subject to Step 2.

14.11.4 Step 2 – Written Warning: The employee will be subject to the overtime restrictions of Step 1, PLUS, the employee will be placed on a shift trade restriction for four months. Exceptions will be granted at management's approval for a maximum of two (2) pay back shifts during the four month period. If the employee exceeds 34.5 hours of sick leave in the four months following written warning, the employee will be subject to Step 3.

14.11.5 Step 3 – Sick Leave Probation: The employee will be subject to overtime and trade restrictions of Step 2, PLUS, the employee on sick leave probation will not be compensated for the first (1st) work day lost for each non-protected sick leave occurrence. If the employee exceeds 34.5 hours in the four months following sick leave probation, employee will be subject to Step 4.

14.11.6 Step 4 – Sick Leave Probation Plus a Three (3) Day Unpaid Suspension: The employee will be subject to overtime and trade restrictions in addition to all disciplinary action related to Step 3, PLUS, the employee will be required to obtain a doctor's note certifying return to work for each non-protected sick leave occurrence. The employee will receive a three (3) day unpaid suspension. If the employee exceeds 34.5 hours in the four months following sick leave probation plus unpaid suspension, the employee will be subject to Step 5.

14.11.7 Step 5 – Termination.

14.12 Notwithstanding the foregoing, any employee who cannot meet the attendance requirements of the bureau may be subject to medical layoff.

14.13 Employees who utilize 11.5 hours or less of non-protected and/or protected sick leave per six months will be allowed to take an accrued annual day where a vacation slot would not normally be available. The request must be made within six months from the date the employee is notified of such eligibility. One additional Annual Leave request may be approved per shift grouping per day, excluding the following days: Fat Tuesday (Mardi Gras), St. Patrick's Day, Cinco De Mayo, Independence Day, Halloween, Thanksgiving, Christmas Eve, Christmas, new Year's Eve, and New Year's Day.

14.14 Pregnancy shall be considered an illness for the purposes of this Article. If during the first seven (7) months of pregnancy, a pregnant employee presents supporting medical evidence, the City on request will attempt to make reasonable accommodation regarding available work within the employee's classification for a period not to exceed sixty (60) days.

14.15 In situations where an employee's spouse, domestic partner, parent, child, household member, or other person for whom the employee is legal guardian, becomes ill or injured and alternate means of transporting or caring for such person cannot be arranged immediately by the employee, the employee shall be permitted to use up to forty (40) hours of accrued sick leave.

14.16 The parties agree that sections 14.5 through 14.12 may be withdrawn by either party upon the expiration of this agreement.

14.17 Industrial Accident Leave.

14.17.1 During an absence due to an industrial accident which has been accepted by the Risk Management Division, any employee covered by this agreement shall be entitled to receive an income supplement from the City for as many days as s/he had accrued sick leave prior to the accident. The amount of supplement is designed to provide no more net compensation while on time loss than s/he would have received while working their regular hours. Supplemental pay will be determined in the following manner:

14.17.1.1. The Employee's base hourly rate will be multiplied by the number of regular hours in a pay period to determine the regular gross pay. From this amount the mandatory deductions of FICA and State and Federal withholdings based on the reported exemptions prior to the time of the accident will be deducted. The result will be the regular net pay amount that will be met with any combination of time loss pay, regular hours pay, and supplemental pay.

14.17.1.2. The total mandatory deductions in 14.17.1.1 above will be divided by the regular gross pay as calculated in 14.17.1.1 above. The result will be the worker's standard mandatory deduction rate.

14.17.1.3. The amount of net Supplemental Pay will be determined by taking the regular net pay from 14.17.1.1 above, subtracting Worker's Compensation time loss payments, then subtracting the product of gross pay from regular hours worked (including pay for approved time off) times one minus the worker's mandatory deduction rate determined in 14.17.1.2 above.

14.17.1.4. The net Supplemental Pay determined in 14.17.1.3 above will be divided by one minus the worker's mandatory deduction rate as determined in 14.17.1.2 above to determine the amount of gross supplement pay required to yield the target net pay.

14.17.1.5. If the above calculations determine a negative net Supplemental Pay amount, the Supplemental Pay amount will be zero.

Gross Supplemental Pay =

$$\frac{[Base\ Rate * Regular\ Hours] - Deductions - W.C.Timeloss - [Gross\ Pay * [1 - [\frac{Deductions}{Normal\ Gross\ Pay}]]]}{1 - \frac{Deductions}{Normal\ Gross\ Pay}}$$

14.17.1.6. For the purpose of this section, base hourly rate is defined as the rate at which the employee would be paid sick leave or vacation time loss.

14.17.1.7. The number of days of income supplement to which an employee is entitled shall be calculated by dividing the number of sick leave hours accrued by the employee at the close of the pay period preceding the date on which the injury or illness occurred by eight (8), and rounding up to the nearest whole number. Supplemental pay will be paid on a continuous basis until exhausted. If the employee's claim for Workers' Compensation benefits is accepted by the Risk Management Division, supplemental payments based upon sick leave accrued shall not be charged against the employee's sick leave balance.

14.18 On an employee's date of hire, s/he shall be credited with a total of fifteen (15) days of industrial accident leave. Such leave shall be available for time lost because of industrial injury for two years from the employee's date of hire. Such leave credits shall be used prior to the supplement outlined in subsection 14.17 above.

14.19 Payments made by the City under subsections 14.17 shall not be charged to accrued sick leave.

14.20 If an employee exhausts all benefits in 14.17 above, and remains employed with the City, the City shall maintain the employee's health and welfare insurance benefits for a period not to exceed twelve (12) months of his/her industrial accident leave, providing s/he was eligible for City-paid benefits at the time of the accident.

14.21 Sick Leave Utilization Upon Retirement.

14.21.1 The City agrees to convert sick leave pay, upon retirement to a PERS supplement, as contemplated by ORS 238.350, to the extent allowed by law.

14.22 Sick leave will not accrue during unpaid leaves of absence exceeding thirty (30) days.

15. LEAVES

15.1 Funeral Leave. An employee absent from duty due to the death of a member of his/her immediate family shall be allowed up to three (3) days time off duty without deduction of pay on account of such absence. "Immediate family" is defined as the employee's spouse, domestic partner, parent, grandparent, grandparents-in-law, child, daughter-in-law, son-in-law, grandchild, stepchild, step-brother, step-sister, step-parents, step-grandparents, sister, brother, sister-in-law, brother-in-law, mother-in-law, father-in-law, equivalent relatives of an employee with a domestic partner, or household member. Up to two (2) days of additional time may be allowed upon approval of the division head in charge (or his/her designee).

15.1.1 An additional two (2) days' leave shall be allowed an employee for necessary funeral travel time in the event of a death in his/her immediate family. Approval for such travel time shall be made by the division head in charge (or his/her designee).

15.1.2 Under exceptional circumstances leave for death may be granted by the division head (or his/her designee) upon the death of a person other than the employee's immediate family.

15.1.3 When an employee attends a funeral ceremony for a fellow employee within his/her own department, or for other public safety personnel, including EMS personnel, he/she will be granted four (4) hours' time off with pay to attend such funeral ceremony, subject to the needs of the operation. Under exceptional circumstances more than four (4) hours' time off may be granted by the division head (or his/her designee)

15.2 Other Leaves.

15.2.1 With reasonable advance notice and with the consent of the Employer, employees shall be permitted a day off without pay; provided, however, that no day off or leave shall be granted for other outside employment. It is further provided that employees may be granted long term leaves of absence for personal sickness or injury that is non job-related.

15.2.1.1. After a personal leave of absence of longer than six (6) months, an employee desiring to return to work must give the City ten (10) days' written notice of their intent to return. However, if a vacancy does not exist at the time such employee decides to return from a leave, the employee shall be placed on the appropriate laid off list in accordance with their seniority. In no case shall an employee be returned to active status for the sole purpose of accruing benefits.

15.2.2 Subject to the mutual agreement between the City and the employee, a reasonable period will be allowed for the donation of blood on a voluntary basis. If the donation period occurs on City time, it shall not normally exceed two (2) hours.

15.3 Family Leave.

15.3.1 To provide employees the opportunity to balance their family commitments with their employment obligations, the City shall grant Family Leave to employees in accordance with the Federal Family and Medical Leave Act of 1993 and The Oregon Family Leave Act (ORS 659.470 through 659.494), and as designated in the City's Administrative Rules and/or administrative procedures. For purposes of Family Leave, the City agrees that "spouse" includes "domestic partner."

15.3.2 Any subsequent changes in the law or the Administrative Rules will be incorporated into this Agreement. Specific rules and/or administrative procedures are available from bureau timekeepers or the Bureau of Human Resources.

15.3.3 During periods of leave covered by the Federal Family and Medical Leave Act and the Oregon Family Leave statutes identified above, eligible employees shall be required to use accrued or accumulated paid leaves, including annual leave and, when applicable, sick leave, prior to a period of unpaid leave of absence. The use of sick leave shall be governed by Article 14 except as indicated below in this Article.

15.3.3.1. Notwithstanding the provisions of Article 15.3.3 above, an employee may hold back all compensatory time and a portion of annual leave as provided by Article 11.12.

15.3.3.2. If an employee has qualified for family leave and has exhausted all other forms of paid leave, the employee may use sick leave in cases of a "serious health condition" (as defined in state law) in the employee's immediate family (as defined in ORS state law including domestic partner as defined in this Labor Agreement). If the duration of the employees' family leave is longer than the amount of the employees' accrued paid leave (not including

sick leave), the employee may choose to be placed on unpaid leave of absence or sick leave for the duration of the family leave after using all other accrued paid leave. In no event may an employee use sick leave under this section to extend family leave beyond twelve (12) weeks per calendar year.

15.3.4 Leave for the birth and care of new child.
Employees will be granted leave for pregnancy related disability and parental leave as defined by and required by law.

15.3.4.1 Employees will be eligible to use accrued leave as required by law, to include sick leave, annual leave credits and compensatory time. Use of such leave is governed by the provisions of this contract.

15.3.4.2 If legally mandated pregnancy disability leave following the birth of a child plus parental leave come to less than a total of six months of leave altogether, employees will, upon timely request, be granted additional (non-mandated by law) leave under this contract to bring the total to six months.

15.3.4.3 Employees may take legally mandated parental leave and any additional leave granted by contract in a continuous block of time. Employees may request to take parental leave intermittently or on a reduced schedule. Management shall approve requests submitted 30 days or more in advance; requests submitted less than 30 days in advance will be by mutual agreement. All parental leave, including any additional leave granted by contract, must be taken with a year of the date of birth, adoption, or custody of the child.

15.3.5 If an employee taking intermittent leave will miss more than one half of the sign-up in which they intend to take the extended leave, the employee shall be assigned as a shadow on the annual sign-up, and will work a subsection of their bid shift.

15.3.6 The parties have further agreed that an employee who is granted family leave under the above laws shall be entitled to utilize accrued compensatory time for that leave.

15.4 Military Service.

15.4.1 Military Leave. Employees are entitled to unpaid military leave in accordance with state and federal law to perform active or inactive military duty, regardless of whether performed on a voluntary or involuntary basis. (This provision includes, but is not limited to, weekend duty and annual duty for training.) Employees may elect to use accrued annual leave or compensatory time for military leave.

15.4.2 Paid Military Leave. In accordance with state law, (ORS 408.290), employees will be granted paid leave for all periods of annual active duty for training for a period not exceeding 15 days in any one training year (federal fiscal year for the particular unit), provided the employee is employed at least six months prior to the leave. (This provision does not apply to weekend duty.)

15.4.3 Schedule Adjustment for Military Duty. An employee who does not qualify for paid leave under 15.4.2, may request a schedule adjustment to attend military duty which falls on his/her regular scheduled work day(s), provided the employee gives at least twenty (20) days' notice of the request. Upon a timely request, the employee's scheduled work day(s)

will be adjusted to the employee's scheduled day(s) off. The schedule adjustment will occur within the same workweek as the military duty. No overtime shall occur as a result of any schedule adjustment for military duty.

16. JURY DUTY

16.1 All employees shall be granted leave with pay and without loss of any benefits of his/her employment, to serve as a juror or witness in response to subpoena or similar service issued out of a State or Federal court, subject to the following provisions:

16.2 The employee granted such leave shall pay all money received for his/her service as juror or witness to the City Treasurer, less any travel allowance received.

16.3 Where the employee is required to serve as a juror or witness on a scheduled day off or annual leave day, and such day cannot reasonably be rescheduled, he/she may retain the fee paid for service as a juror or witness on his/her day off or annual leave day.

16.4 If an employee is subpoenaed to appear on a civil or criminal case, as a consequence of their official duties, on their off duty time; they shall receive a minimum of four (4) hours at the overtime rate, and if more than four (4) hours, they shall receive overtime pay for the time actually spent in court rounded to the next hour, and they shall be allowed to retain the witness fee.

16.5 An employee required to report as a juror shall be released with pay from any shift that begins on the day of his/her jury duty. To provide 12 hours off-duty between the end of the previous shift and the start of jury duty, (or the end of jury duty to the start of the next shift), the employee and the bureau will mutually agree to adjust the employee's shift hours or allow the employee to make up time within the pay period, or to use appropriate leave banks, or a combination thereof. The overtime provisions of this agreement shall not apply to an employee undergoing a shift change to go on or come off jury duty.

16.5.1 An employee released from jury duty prior to 1400 will call in to advise a supervisor of their early release. The employee will be required to return to work for the duration of their shift, or to make up the remaining hours at a mutually agreed time within the pay period, or to use appropriate leave banks, or any combination thereof. Their scheduled shift for that day will be deemed to have started at the time they were scheduled to report to jury duty.

16.5.2 If an employee is scheduled to serve on jury duty two (2) or more consecutive days, their schedule will be adjusted to day shift Monday through Friday for the duration of jury duty service, unless otherwise agreed by the employee and management.

17. SAFETY

17.1 The City will exert every reasonable effort to provide and maintain safe working conditions, and the Union will cooperate to that end and support the City when discipline is reasonably required in the case of safety regulation violations. The willful violation of any State or Federal safety law by an employee shall be cause for disciplinary action or discharge.

17.2 The parties will encourage their members to work in a safe manner and will support City efforts to change unsafe work habits of employees. To that end, the parties shall establish a safety committee comprised of at least two members each from the City and Union. The functions of such committee shall be advisory only. Where possible, committee meetings shall be scheduled during the off duty time of the committee members. The employees shall be compensated for such meetings.

17.3 All work performed by the employees shall be governed by the provisions set forth in the Oregon State Safety Codes.

17.4 Any employee who believes that any working condition or equipment is unsafe shall immediately call it to the attention of his/her supervisor. The supervisor shall immediately discuss the matter with the employee and try to arrive at a mutual agreement as to whether or not an unsafe condition exists. If unable to reach a mutual agreement on the matter, the supervisor may make a decision on the complaint. However, if the employee is not satisfied with the decision, such employee shall be allowed time to telephone the City's Safety Officer and if he/she is unavailable, the Worker's Compensation Board, to request an immediate investigation of the matter.

17.5 No employee shall be disciplined for refusal to violate the Safety Codes or the laws of the State of Oregon or to follow a supervisory directive where the employee reasonably believes direct bodily harm to the employee would result.

17.6 Any condition which the Union believes a violation of reasonable safety practices may be taken up through the grievance procedure at Step 3.

17.7 Ventilation. Where noxious or poisonous gases may accumulate, the City shall provide proper protection and ventilation. Proper lighting and ventilation shall be provided for all enclosed working spaces.

17.8 Both the City and the Union have a strong commitment to the employees of the Bureau to promote a safe work environment and encourage the highest standards of employee fitness. The parties wish to establish and maintain a work environment that is free from the effects of drug and alcohol abuse.

17.8.1 The City's General Employees Drug and Alcohol Policy and the standards for a positive drug test are attached hereto as Attachment 1 and those issues pertaining to the policy and standards which are mandatory subjects of bargaining are incorporated herein as part of this agreement.

17.8.2 Under Section F of the policy outlining employee disclosure responsibilities, the employee does not necessarily have to divulge the medical condition or the medication they are taking - just the impact on work. As an alternative, the employee may provide a current physician's statement stating the employee can safely work given the condition or medications.

17.8.3 The only information forwarded from a positive pre-employment drug test will be that the test was positive and what drug was identified.

17.8.4 Any disciplinary action taken under this policy will be taken pursuant to Article 29 of this Agreement.

18. UNION REPRESENTATION

18.1 The Business Representatives of the Union shall have access to the bureau's operations, provided they do not interfere or cause workers to neglect their work.

18.2 Union Activities. The parties agree to the primary principle that Union activities will normally be carried on outside of working hours. It is recognized, however, that there are reasonable limited deviations from this policy, such as posting of Union notices and distribution of Union literature, which do not require substantial periods of time. It is also recognized that from time to time it will be necessary for the investigation and settlement of grievances to be carried on during working hours. The shop steward or Union officer shall notify his/her supervisor prior to performing such grievance-related activities. Such employee(s) shall notify his/her immediate supervisor indicating the nature and expected duration of such absence. If the time cannot be granted due to operational necessity, the responsible supervisor(s) shall arrange in a timely fashion for a mutually satisfactory time to perform the requested activity. Where such activities are necessarily or reasonably to be performed on City time, they may be done without loss of pay to the employee involved provided, however, such activities will be limited to the steward or Union officer having direct responsibility for them.

18.3 Shop Stewards. It is recognized by the City that shop stewards are desirable for the proper administration of the terms of this agreement. The City also recognizes that it is desirable that the person designated as steward shall receive his/her fair share of the work that s/he is qualified to perform. In no event shall the City discriminate against a steward in the matter of layoff or rehires or discharge him/her on account of the proper performance of his/her steward's duties.

18.3.1 The Union shall have a right to take up any disciplinary action brought against a shop steward by the City as a grievance at Step 2 of the grievance procedure, and the matter shall be handled in accordance with this procedure through arbitration, if deemed necessary by either party.

18.4 Consultation, Negotiations and Meetings. Consultation, negotiations and meetings with the City representative and the Union will be carried out at times mutually acceptable, and each party shall in good faith endeavor to perform such activities at a time which will not unreasonably inconvenience the other nor detract from the City's work operations. When such activities need to be carried on during working hours of the participants, such scheduled participants shall suffer no loss of pay for time actually spent in the activity nor for reasonable travel time to and from the activity. Such activities will include portions of Civil Service meetings to the extent that employees attend to provide testimony on agenda items directly impacting their individual employment status and make prior arrangements with their supervisor for such attendance. Where such issues impact more than one employee, no more than one employee spokesperson may attend on City time.

18.5 Employee Rights. The City agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the City or any City representative against any employee because of Union

membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause, provided that such activity shall not interfere with employees in the performance of their duties.

18.5.1 An employee shall receive a copy of any employee evaluation report, and management will receive acknowledgment that the employee has received such report. Any rebuttal to an employee's evaluation report shall be, upon request of the employee, attached to the evaluation report and placed in the employee's personnel file. Such rebuttal must be filed within fifteen (15) work days following receipt of the evaluation report. There shall be one official personnel file maintained by the Bureau of Human Resources. All disciplinary actions will be maintained in a central personnel file. Any employee shall be allowed to examine his/her personnel file upon request. An employee will be made aware of any information placed in his/her personnel file. Performance evaluations will be subject to the grievance procedure only when they are used as the basis for discipline or if an employee is claiming a factual misrepresentation. Nothing herein shall preclude bureaus from maintaining working personnel files.

18.5.2 All written working rules or regulations affecting the working conditions of any employee covered by this agreement shall be made available upon request to the Union. The Union and the City shall meet immediately on any rule or regulation which the Union believes to be in conflict with this agreement. It shall also be the responsibility of the City to inform employees of all rules and regulations which affect him/her as an employee.

18.6 Authorized Union representatives, upon written requests from the Union, shall be given short term leaves of absence to transact business for the Union. Short term leaves of absence to conduct union business shall be limited to a maximum of 350 hours in a calendar year for the entire bargaining unit. The Union will cooperate with the City by controlling requests for such short term leaves to a maximum of two (2) employees off at any given time and in a manner which will minimize interference with the bureau's operations. Management retains the option to provide for a third employee off if staffing allows. The Union agrees to provide at least 72 hours' written notice to the City when such leave is required. Exception to the 72 hour rule is granted to employees who hold one of five executive positions within the Union. Employees granted such leave for attending court, Executive Board Meetings, Membership meetings, or conferences, training, and workshops pertaining to collective bargaining, arbitration, and other labor law matters and developments shall be maintained on the payroll with full accrual of wages and benefits and the Union shall reimburse the City for all wage and wage-driven benefits costs associated with these leaves. (Effective with this agreement the rate is 124.76% of the employee's normal hourly wage and includes 16.49% for PERS, 6.2% for SSI, 1.45% for Medicare and .6195% for Tri-Met.) Should the wage-driven benefits costs change, the City will provide written documentation of the change to the Union. Such paid leave shall be counted as leave without pay in the calculation of eligibility for City-paid health benefits as provided in section 12.2.4 of Article 12.

18.6.1 In the event additional release time in excess of the 350 hours in a calendar year is needed to conduct Union business, an employee will be granted additional paid leave, provided the Union finds a replacement for the employee and reimburses the City for the full cost of the replacement, including any overtime costs.

18.6.2 As provided in Article 36, Union leave time in excess of 350 hours per calendar year shall be permitted for bargaining related activities, up to and including participation in contract negotiations, when negotiating a successor Agreement to this labor agreement, and any mid-term bargaining that occurs during the life of this agreement. The Union agrees to provide at least 72 hours' notice to the City when such leave is required.

18.6.3 If, however, an employee covered by this Agreement is elected or appointed to an office in the Union of which he/she is a represented member which requires a long term leave of absence from his/her duties with the City to represent City of Portland Union members, he/she shall, upon fifteen (15) calendar days' written notice, be granted a Union leave of absence without pay. The duration of the Union leave shall be based on the time an employee is elected or appointed to represent City of Portland Union members. An employee on Union leave that no longer fills the position to which he/she was elected or appointed, has thirty (30) calendar days in which to notify the City in writing of his/her desire to return to active City employment and must accept the first available opening offered that he/she is physically and technically capable of performing within his/her City classification, or the leave is automatically terminated.

18.6.4 The return to active City employment shall be effected by the employee requesting to have his/her name placed on the appropriate laid-off list. Any employee placed on the laid-off list is subject to applicable Human Resources Administrative Rules and may be certified only for vacant positions represented by the affiliate Union and in which classification status is held. Furthermore, the employee desiring to return from a Union leave of absence must demonstrate that he/she is physically and technically qualified to perform the work of that classification in which he/she holds status.

18.6.5 There shall be no more than one (1) employee on Union leave at any given time.

19. PAYDAY

19.1 Payday shall be biweekly and in no case shall more than six (6) days' pay be held back. Paychecks will generally be available by noon on payday.

19.2 In case an employee is laid off, quits or is discharged, s/he shall receive his/her pay in compliance with State law.

19.3 The City shall offer direct deposit capabilities that give employees the option of directing deposit of their paycheck to an eligible financial institution of their choice.

19.4 Upon request by the employee, the City will make any earnings-related payroll data not regularly provided on the pay stub available to the employee without unreasonable delay. This shall include providing a copy of the employee's time and attendance data once per biweekly payroll period upon written request. "Without unreasonable delay" shall generally mean that if the request is received at the beginning of the shift, the information or copy requested shall be provided by the end of the shift.

20. OVERPAYMENT

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:

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.

Where this process is utilized, the City and the employee, and the Union 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.

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

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, 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.

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.

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.

21. STRIKES AND LOCKOUTS BARRED

21.1 There shall be no lockouts on the part of the City, nor suspension of work on the part of the employees. This agreement is a guaranty that for its duration there will be neither strikes, picketing nor lockouts, and that all complaints, grievances or disputes arising under its provisions will be settled pursuant to its grievance procedure. Employees covered by this Agreement shall not be used to perform work which is normally performed by striking employees.

22. MAINTENANCE OF STANDARDS

22.1 The City agrees that all conditions of employment which constitute an economic benefit to employees covered by this Agreement shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, except where those standards have been modified through collective bargaining. It is agreed that the provisions

of this section shall not apply to inadvertent or bona fide errors made by the City or the Union in applying the terms and conditions of this Agreement. Any disagreement between the Union and the City with respect to such error shall be subject to the grievance procedure.

23. WAGE SCALES

23.1 Wages shall be paid in accordance with the provisions of Schedule "A" attached hereto.

23.2 Before requesting the reclassification of any position, proposing a new classification, or abolishing any represented classification, the bureau head shall notify the Union affected by the proposed reclassification, creation or abolition, and discuss the effect thereof.

23.2.1 If the City reclassifies any represented bargaining unit position(s), and there is a disagreement over whether the new classification remains in the bargaining unit or over representation of the new classification, the parties will meet, within five (5) working days, to resolve the matter by mutual agreement prior to resorting to the procedures of ORS 243.650 to ORS 243.782.

23.3 Wage Rates for New Classifications. When any classification not listed in Schedule "A" is established, or when an existing classification is substantially revised, the City will set a wage range for the classification which is reasonably related to wage ranges for comparable positions in comparable labor market areas for the classification and to wage ranges for existing classifications in Schedule "A".

23.3.1 Upon setting a wage range for the new classification, the City shall notify the Union of the range and its effective date. The Union may either accept the established range or within ten (10) working days of receipt of the City's notice, notify the City's designee for labor relations of its desire to enter into discussions concerning the wage range for the new classification.

23.3.2 In the event the parties are unable to agree upon a reasonable wage range, the dispute will be resolved through the arbitration step of the grievance procedure of this Agreement. The arbitrator in such cases shall be limited to:

23.3.3 Affirming that the range established by the City satisfies the criteria set for in Section 23.3 of this section, or

23.3.4 Specifying the parameters within which a range would satisfy the criteria. The arbitrator's decision shall be final and binding and shall be retroactive to the effective date established in the City's notice as provided in paragraph 23.3.1 of this section.

23.3.5 Permanent Arbitrator. Owing to the expertise required in development and maintenance of a comprehensive pay system, the parties agree to maintain a permanent arbitrator for disputes arising under Section 23.3 of this Article. The parties shall select the same permanent arbitrator as selected to serve as the permanent arbitrator for the DCTU.

23.4 Upon request, with reasonable notice, the City will provide an accurate account of the individual employee's accumulated sick leave, Annual Leave and compensatory time credits.

23.5 Wage Scales. The City agrees to maintain its membership in the State of Oregon Public Employees Retirement System (PERS)/Oregon Public Service Retirement (OPSRP). The City shall continue to "pick up," assume and pay a six percent (6%) average employee contribution to the Public Employees Retirement System (PERS)/Oregon Public Service Retirement (OPSRP) for the employee members participating in the Public Employees Retirement System (PERS/Oregon Public Service Retirement (OPSRP). Such "pick up" or payment of employee member contributions to the system shall continue for the life of this Agreement.

23.5.1 The full amount of required employee contributions "picked up" or paid by the City on behalf of employees pursuant to this Agreement shall be considered as "salary" within the meaning of ORS 237.003(8) for the purposes of computing an employee member's "final average salary" within the meaning of ORS 238.005 (20) and ORS 238A.005 (16), as appropriate, but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 238.200 or 238A.330, as appropriate. Such "picked up" or paid employee contributions shall be credited to employee accounts pursuant to ORS 238.200(2) or 238A.335, as appropriate, and shall be considered to be employee contributions for the purposes of ORS 238.200 or 238A.330 as appropriate.

23.6 Recruitment Incentives. The following provisions recognize that certain incentives related to relocation expenses, vacation leaves, and health insurance benefits may assist the City in the recruitment and appointment of qualified candidates for certain key positions. The Commissioner-in-Charge may determine which positions are key, or in need of special recruitment efforts, and therefore merit recruitment and employment incentives. Such positions may include candidates whose job qualifications are uniquely suited to a particular City position or in a profession for which there are only a limited number of qualified candidates. Such positions should normally be identified as key before recruitment and examination efforts commence.

23.6.1 Based upon bona fide recruitment need, the initial permanent appointment to a classification may be at a rate up to the midpoint of the assigned range, at the discretion of the bureau director. If the midpoint of the range is not on a step, the appointment shall be to a step below the midpoint. Initial permanent appointment above the midpoint of the assigned range may be made only with the approval of the Director of Human Resources.

23.6.2 Reasonable expenses associated with relocating permanently appointed new employees to key or special recruitment positions may be approved by the Commissioner-in-Charge. Such expenses shall be paid by the appointing Office or Bureau. The payment of such expenses is subject to the conditions provided for in the Human Resources Administrative Rules.

23.6.3 Permanently appointed new employees in key or special recruitment positions may be credited for prior professional service by placement at the appropriate step of the Annual Leave accrual table contained in Article 11 of this Agreement, when authorized by the Commissioner-in-Charge. Once placed on the schedule noted above, future service with the City shall count normally towards additional vacation accrual rates.

24. PREMIUM PAY FOR WORK ON CERTAIN HOLIDAYS

The parties agree that the Bureau employees represented by the Union who are regularly scheduled to work during the hours and days listed below shall be paid at the rate of one and one-half time his/her established hourly rate set forth in Schedule "A" of the Collective Bargaining Agreement for all regularly scheduled hours worked. There shall be no pyramiding of this premium with any other pay.

- 1700 on July 4 through 0500 on July 5
- 0001 hours through 2359 hours on the 4th Thursday of November (Thanksgiving)
- 1300 hours on December 24 through 0100 hours on December 26
- 1700 hours on December 31 through 1300 hours on January 1
- 0500 hours through 2100 hours on Memorial Day

25. CLOTHING

25.1 If the City should determine that a specific uniform or type of clothing will be required, the City shall furnish and/or replace said article of clothing or attire. The City shall notify the Union in advance of any proposed uniform or required clothing to allow for input.

25.2 Employees shall present themselves for work in casual work attire which is safe, in good repair and within accepted standards of decency and cleanliness. Such work attire shall not have profane or obscene language printed on it.

26. FIELD TACTICAL DISPATCHER (FTD)

26.1 The City and the Union recognize the benefits of the FTD program to its users, employees and the bureau.

26.2 Prior to implementation of any changes to the FTD program, the bureau will provide the Union a draft of the proposed changes for review and comment on any final drafts before they are implemented.

26.3 Participation in the FTD program is voluntary. Assignment to and removal from the FTD Program is at the will and discretion of bureau management. Removal from the program is not subject to "just cause" standards. Dispatchers assigned to participate may resign from the program at any time, for any reason.

26.4 Although a schedule of dispatcher availability will be established, dispatchers may decline to respond without further explanation. Because dispatchers assigned to the program are not required to restrict their personal activities during "up time" and are free to choose whether to remain available, they are not "on call" and will be compensated as provided in Article 24.5.

26.5 A dispatcher who responds to an FTD page and is then dispatched to the call shall be paid for a minimum of four (4) hours at the rate of one and one-half (1-1/2) times his/her regular rate commencing at the time the employee is dispatched. FTD mileage is not reimbursed.

27. TRAINING, SCHOOLS AND CONVENTIONS

27.1 In making determinations as to personnel who shall attend conventions or schools, the City will give consideration to personnel covered by this agreement when it finds that attendance by such employees will appreciably add to their ability to perform their duties to an extent deemed by the City to be economically justifiable, provided however that forced overtime shall not be a direct result of scheduling an employee for training pursuant to this section.

27.1.1 The City will provide opportunities for employees to have a minimum of one paid voluntary Ride Along (RAL) and/or Sit Along (SAL) per calendar year as provided by written policy. Any change to the existing procedure will be referred to the BOEC Labor Management Committee.

27.2 The City agrees to continue to involve all coaches in the development of the Training and Certification program and standards.

27.3 Represented employees selected by the City to attend job-related training will be compensated on the same basis as other employees for wages, per diem and the costs of training and transportation.

27.4 The City will pay the costs incurred in City required training. Required training shall be done on paid time at the applicable straight time or overtime rate. Drivers' License and endorsements are excluded from this provision.

27.5 When new equipment is obtained by the City, that falls within an existing classification and is significantly different from existing equipment, the City will offer the opportunity for on-the-job training to those required to operate the new equipment.

27.6 Mandatory Off-Duty Training.

27.6.1 The City may require that employees attend two eight-hour training sessions per year as determined by management. These two training sessions shall be in addition to any training which BOEC offers to employees on a voluntary basis. The purpose of these training sessions is for re-certification of DPSST State certification.

27.6.2 At the time of each biannual shift sign-up, the City may post one of the eight (8) hour training classes. Such postings will include the class title, the days and times offered, the number of slots available, and the name of the instructor if known. Each class will have several days and start times when it is offered. The classes will not be scheduled between June 15th and September 15th or between Thanksgiving and January 5th.

27.6.3 Employees may select the class they will attend on one of their off-duty days, subject to availability of slots in the class. If an employee fails to sign up for a training day, the City can assign them to a class. In the event an employee misses his/her training day, the City may assign him/her to another class.

27.6.4 Employees will be paid overtime in accordance with Article 7. Mandatory off-duty training for employees working part-time under Article 39 shall be paid at the employee's regular rate of pay. However, the bureau will attempt to schedule mandatory training during the part-time employee's shift as much as possible.

28. UNION BULLETIN BOARDS

28.1 The City shall furnish bulletin boards in places mutually satisfactory to the City and the Union. Such bulletin boards are to be used by the Union to post notices of interest to the employees. Such notices shall be signed and in good taste and shall not reflect on the integrity or motives of any individuals, City Bureaus or activities.

29. DISCIPLINE AND DISCHARGE

29.1 Disciplinary actions or measures shall include only oral warning, written reprimand, sick leave probation, demotion, suspension and discharge. Disciplinary action or measures may be imposed only for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. Interviews and investigations that could result in disciplinary action shall be completed with no unreasonable delay. If an employee has knowledge that he/she is the subject of an internal investigation and has confirmed it with a supervisor, the employee will be contacted at the investigation's conclusion as to whether or not disciplinary action will be recommended. Upon completion of investigation, management will not unreasonably delay the imposition of discipline where just cause for discipline exists. In instances where a civil suit is filed against the City involving improper conduct of an employee, imposition of discipline can be frozen until the civil case is decided.

29.1.1 If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. If the City has reason to discuss any disciplinary action or the possibility of any disciplinary action, the employee shall be given the option of having a Union representative present at any such discussion. Written disciplinary actions shall not be posted; however, this does not preclude management from notifying other management and employees when restrictions are applied to an employee as a result of discipline. Notwithstanding the foregoing, one-on-one evaluations by supervisors do not require the presence of a Union representative.

29.2 Discharge, Demotion and Suspension. The City shall not discharge, demote or suspend any employee without just cause who has completed his/her probationary period as provided in Article 1.1. If, in any case, the City feels that there is just cause for discharge, demotion or suspension, the employee involved and the Union shall be provided with a written notice of proposed discipline seven (7) calendar days before the effective date. Such notification shall state the nature of the offense for which the employee is being discharged, demoted or suspended, in detail, specifying dates, locations, and the particular nature of the offense committed by the employee and the right to respond to the authority proposing such action either orally or in writing prior to the effective date of proposed discipline. The employee, with the assistance of the Union, shall have the right to appeal such disciplinary action in accordance with Article 30.4.1. Upon appeal of any discharge, demotion or suspension before the Civil Service Board, any grievance filed under this Section will be withdrawn.

29.3 Records of counseling and oral or written reprimand not involving other disciplinary action, shall be removed from an employee's personnel file or, in the case of counseling records, from the supervisor's "working file," after two years, on the employee's request, provided in the judgment of the City, the employee has taken corrective action and has received no other disciplinary actions. Approval to remove such material from the file shall not be unreasonably withheld.

29.4 Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all rights and conditions of employment unless otherwise stipulated by mutual agreement or otherwise specified in the grievance procedure or by an arbitrator under the grievance procedures hereinafter set forth.

30. GRIEVANCES, COMPLAINTS AND ARBITRATION

30.1 To promote better employer-employee relationships, all parties pledge their immediate cooperation to settle any grievances or complaints that might arise out of the application of this Agreement, and the following procedure shall be the sole procedure to be utilized for that purpose. Meetings for the purpose of discussing disciplinary action under Article 29.1, will be held as promptly as possible, usually within two (2) working days, unless compelling reason requires an extension of time of up to an additional two (2) working days of the request for such a meeting. The parties further agree that all meetings under this procedure will be conducted in a professional manner and in a spirit of mutual respect consistent with mutual resolution of grievances arising under this Agreement.

30.2 If there is a breach of any provision of this Agreement affecting a group of employees, or if the breach of any provision of this Agreement is the result of an agreement reached between the City and an employee without the approval of the Union involved, the Union shall have the right to take up such breach with or without the consent of the employees or employee involved.

30.2.1 It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

30.2.2 Failure by the City to respond in writing within the time limits at each level shall render the grievance automatically appealed to the next step in the grievance procedure. The Union will advise the appropriate individual at the next step within twenty-one calendar days.

30.3 Step One. Any employee claiming a breach of any provisions of this Agreement shall refer the matter orally to his/her designated immediate supervisor within thirty (30) calendar days from the occurrence thereof, or of the employee's knowledge thereof. In the event such attempt is unsuccessful, the Union shall submit within this time period written notice to the supervisor which shall include: (1) a statement of the grievance and relevant facts; (2) specific provision(s) of the contract violated; and (3) the remedy sought. A meeting with the employee, any Union officer the employee wishes in attendance, and any other management representative the supervisor wishes to attend will be scheduled within the fifteen (15) calendar days of the timely filing of the grievance. The supervisor shall respond to the employee in writing with a copy to the Union within fifteen (15) calendar days of the meeting regarding the grievance.

30.4 Step Two. If the grievance remains unresolved within fifteen (15) calendar days of the supervisor's written reply, the grievance shall be filed simultaneously with the Bureau Head and the Human Resources Director, or their designated representatives, along with all pertinent written information within this time period. A meeting with the employee, the

employee's Union representative, and management's representative(s) will be scheduled within the fifteen (15) calendar days. The Bureau Head and the Human Resources Director, or their designated representatives, shall respond to the grievance in writing within fifteen (15) calendar days of the meeting regarding the grievance, with a copy to the Union and grievant.

30.4.1 A grievance filed as the result of a discharge, demotion or suspension must be filed at Step Two within 30 calendar days of receipt of written notice of imposed discipline.

30.4.2 Upon the timely filing of a written grievance as specified herein, the Union shall have sole discretion as to the processing of such grievance and shall have the right to carry the grievance through the grievance procedure with or without the consent of the employee(s).

30.5 Step Three -- Mediation If the grievance is not settled at Step Two within fifteen (15) calendar days, it may be referred to mediation. Mediation shall commence within 45 calendar days of referral. If the grievance is referred to mediation, the costs of the mediator will be equally split between the City and the Union.

30.6 Step Four -- Arbitration If the grievance remains unresolved at Step Three, the Union shall have the right to refer the matter to arbitration. In the event the Union elects to do so, it must notify the Bureau of Human Resources of its decision in writing within fifteen (15) calendar days from the conclusion of Step Three.

30.6.1 After the grievance has been referred to arbitration, the parties or their representatives shall jointly request the State Mediation and Conciliation Service for a list of names of seven (7) arbitrators. The parties shall select an arbitrator from that list by such method as they may jointly select, or if they are unable to agree upon a method, then by the method of alternate striking of names under which the grieving party shall strike the first name objectionable to it, and the City shall then strike the first name objectionable to it. The final name left on the list shall be the arbitrator.

30.6.2 The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, amend, add to or detract from the terms of this Agreement. The decision of arbitration shall be within the scope and terms of this Agreement and shall be in writing.

30.6.3 The City and Union involved shall divide equally the arbitrator's fee, the cost of any hearing room, and the cost of a shorthand reporter if requested by an arbitrator. All other expenses shall be paid by the party incurring them.

30.6.4 The time limits specified herein shall be jurisdictional unless waived by mutual agreement of the parties. The Union involved shall have sole authority to determine whether a grievance shall be submitted to arbitration, and any such decision or settlement of the grievance between the Union and the Bureau of Human Resources /Bureau Head in good faith shall be binding on all parties.

31. DOMESTIC PARTNERS

31.1 For purposes of this agreement, the word “spouse” shall include “domestic partners.” The phrase “domestic partners,” shall be as defined by the Labor-Management Benefits Committee.

32. POLICIES AND PROCEDURES

32.1 The Bureau will furnish the Union with copies of all policies and procedures. When the bureau is contemplating changing its policies and procedures, it shall provide the Union with all final drafts of the to-be-amended policies and procedures and provide the Union with an opportunity to comment on the final drafts.

33. LABOR MANAGEMENT COMMITTEES

33.1 The City and the Union agree to establish a joint Labor-Management Committee as a mechanism for a dialogue between the parties to discuss issues mutually agreeable to the parties. It is further agreed that the parties may further create subcommittees as are deemed appropriate. At a minimum, the makeup for the main committee shall be the Director or designee and two other representatives and the Business Agent or designee and Chapter Vice-President(s) and/or one Emergency Communications Operator for the Union. The make-up and number of members of any subcommittees will be determined by mutual agreement between the parties.

33.1.1 The Committee shall meet as necessary to address any and all issues involving the parties during the term of this agreement, but in no event less than once each month.

33.1.2 The following mutually agreed to issues shall be the first priority for the committee:

33.1.2.1. Issues of Professionalism and Staff Development at the Bureau of Emergency Communication;

33.1.2.2. Policies and procedures used in carrying out the mission of the Bureau;

33.1.2.3. Consistent application of policies and procedures within the Bureau;

33.1.2.4. Team building and improved communication between management and labor.

33.1.3 The joint committee and the subcommittees, as appropriate, will examine and discuss the issues identified as well as the ramifications and impacts of each issue. Subject to the deliberations of the subcommittees and/or the joint committee, recommendations may be issued from the joint committee to the Union’s leadership and/or membership and to the City, as appropriate.

34. CRITICAL INCIDENT STRESS MANAGEMENT (CISM) CRITICAL INCIDENT/PEER SUPPORT PROGRAM

34.1 The City and the Union recognize the benefits of the CISM/Peer Support Program to its employees and the bureau. The parties agree they will continue to support the program and its concepts.

34.2 When the bureau is contemplating changing the CISM S.O.P., the Peer Support Team Leaders and the CISM Chairperson shall have the opportunity to cooperatively make changes, and review and comment on any final drafts before they are implemented.

35. WARRANT OF AUTHORITY

35.1 The officials executing this Agreement in behalf of the Employer and the Union signatory hereto, hereby warrant and guarantee that they have the authority to act for, bind and collectively bargain in behalf of the organizations which they represent.

35.2 It is also recognized by the parties that the only future letters of understanding or sidebar agreements considered valid and binding addenda to this contract shall be those executed jointly by the Union and by the Human Resources Director, on behalf of the City.

35.3 Further, all previous letters of understanding or sidebars have been incorporated into the provisions of this Agreement and that this Agreement constitutes the complete understandings and agreement of the parties.

36. SAVINGS CLAUSE

36.1 The provisions of this contract are declared to be severable and if any section, subsection, sentence, clause or phrase of this agreement shall, for any reason, be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections subsections, sentences, clauses, and phrases of this agreement, but they shall remain in effect, it being the intent of the parties that this agreement shall stand notwithstanding the invalidity of any part. In the event that any section, subsection, clause or phrase of this agreement is held to be invalid or unconstitutional, the parties shall meet to negotiate, if legally possible, a comparable substitute for that part.

37. EFFECTIVE DATE AND DURATION OF AGREEMENT

37.1 This Agreement, or any part of it, may be terminated or renegotiated at any time by mutual consent of both parties.

37.2 This Agreement shall be effective as of July 1, 2010, and shall be binding upon the City, the Union, and its members and shall remain in full force and effect through June 30, 2013.

37.3 In the event that City revenue sources should be decreased by the passage or impact of a tax limitation measure, legislatively mandated change, cut back in Federal and/or State revenue sharing, or any other conditions causing a worsening of the City's financial position, the City Council and the Union agree that they will meet and discuss the economic impact and, by mutual agreement, will put forth a good faith effort to arrive at alternatives to a reduction in the work force.

38. NEGOTIATIONS FOR A SUCCESOR AGREEMENT

38.1 Prior to the expiration of the contract in accordance with Article 37, the parties agree to the following process for purposes of negotiating a successor Agreement:

38.1.1 The parties shall have an initial meeting to begin the bargaining process pursuant to ORS 243.712 no later than the third week in December;

38.1.2 The parties' bargaining teams shall meet no later than the third week in January;

38.1.3 The parties agree to request and pre-schedule mediation in order to allow mediation to occur as soon as possible following the expiration of the 150 day period of negotiations in the event an agreement is not reached during that period.

38.2 The parties agree for the purposes of negotiating a successor Agreement to this Labor Agreement, and any mid-term bargaining which occurs during the life this Agreement, that the City will release up to five (5) bargaining unit members to participate in negotiations.

38.2.1 Of the five (5) members released, the City and the Union will each pay 50% of the daily wage. In order to facilitate meeting times, the members of the negotiating team shall have their schedules adjusted so that they have common days off, and bargaining will be scheduled on their work days unless the parties mutually agree otherwise. Bargaining team members working evening hours will be required to adjust their shift in order to attend bargaining sessions and will use Union Time Reimbursed (UTR). There will be no cap on UTR time used for this purpose.

38.2.2 Bargaining sessions are paid day for day at straight time. On bargaining days members will be excused from returning to work whenever the bargaining sessions last more than seven (7) hours. If bargaining sessions are less than seven (7) hours, members will return to work in order to complete their 9.50 hour work day. Members may be allowed to make up the balance of any time owed by the use of annual leave or overtime compensatory time; or, when mutually agreeable, members may arrange to work the balance at a later date.

39. PART-TIME POSITIONS

39.1 Part-time Sabbatical Positions

39.1.1 Allowable hours. Part-time employment under this program shall be scheduled for no less than 19 hours per week, and no more than 28.5 hours per week. Voluntary overtime hours, when combined with regular scheduled hours shall not exceed 28.5 hours. Employees may be required to work forced additional hours as provided below. (See Overtime hours below.)

39.1.1.1 A work day of less than 9.5 hours shall only be scheduled by mutual agreement between the employee and the Bureau.

39.1.2 Overtime hours. Overtime shall be paid in excess of 9.5 hours per day or in excess of 38 hours in a weekly work period. Overtime may be taken as pay or as compensatory time off, as provided by the BOEC labor agreement, at Article 7, Section 7.4.

39.1.2.1 An employee may be forced to work additional hours, up to 2 hours, in conjunction with their shift. Employees working less than 9.5 hours in a day will be paid at straight time when forced. If an employee is forced to work additional hours, those hours are not counted in the maximum allowable hours for part-time employees under this program.

39.1.2.2 Employees may sign up for voluntary overtime within the limit of maximum allowable hours for part-time employees under this program. (See Allowable hours above.)

39.1.2.3 Mandatory Off-Duty Training for part-time employees under this program shall be paid at the employee's regular rate of pay. However, the bureau will attempt to schedule mandatory training during the part-time employee's shift as much as possible.

39.1.3 Number of available slots. This program is limited to the participation of two (2) individual employees at any one time. For purposes of this program, two individual employees may occupy two part-time slots or may job share a single full-time slot.

39.1.3.1 Number of additional slots. This program shall expand beyond the minimum two slots in 39.1.3 and contract to no less than the minimum two slots in 39.1.3 depending on staffing.

39.1.3.1.1 If the number of fully certified employees reaches ninety (90) by the date shift and days off selections in 10.3.2.3 are made available to the Union, one (1) additional part-time sabbatical slot will be opened up for that sign-up.

39.1.3.1.2 If the number of fully certified employees drops below ninety (90) by the date the shift and days off selections in 10.3.2.3 are made available to the Union, the additional part-time sabbatical slot will be eliminated for the following sign-up.

39.1.3.1.3 For each subsequent incremental increase of five (5) fully certified employees (i.e. 95, 100, 105, etc.) by the date shift and days off selections in 10.3.2.3 are made available to the Union, one (1) additional part-time sabbatical slot will be opened up for that sign-up.

39.1.3.1.4 If the number of fully certified employees drops below the increment in 39.1.3.1.3 (i.e. 95, 100, 105, etc.) by the date shift and days off selections in 10.3.2.3 are made available to the Union, the additional part-time sabbatical slot will be eliminated for the following sign-up.

39.1.4 Eligibility. In order to be eligible to bid for a part-time position under this program, the employee must have been a certified employee for three (3) years at the time the part time slot is scheduled to commence.

39.1.5 Employees on a corrective action plan are ineligible for participation in the bidding process or acceptance of a part-time position until they have successfully completed the plan.

39.1.6 Selection. Selection for the program is by seniority of the employee as determined by the Union Employee List.

39.1.6.1 In order to provide more bargaining unit members the opportunity to work a part-time slot under this program, once an employee has been selected for a part-time slot the employee

will be placed at the bottom of the part-time application list, in seniority order, as determined by the Union Employee List.

39.1.7 Bidding process. In order to be considered for a part-time position (or job-share position) under this program, an eligible employee must submit a written request to the Operations Manager or designee no later than one (1) month before the regular semi-annual sign-up process is scheduled to begin. (Based on the current collective bargaining agreement, one month before the regular semi-annual sign-up process is January 1 and July 1.)

39.1.7.1 Part-time slots under this program are subject to bid during each sign-up period.

39.1.7.2 Employees may also submit requests and have them on file for part-time openings under this program which may occur at times other than the semi-annual sign-up. (See "Early Transition" below.)

39.1.8 Bidding Seniority. Bidding for shifts and days off options is dependent on whether the employee will be part-time (2 employees bidding for part-time slots) or job share (2 employees bidding for one full-time slot). All part-time/job share agreements shall be completed prior to the bidding of the semi-annual sign-up.

39.1.8.1 Part-time slot. Shift and days off options will be those that are available to the employee at time of application. There shall be a mutual agreement between management and the employee over hours of work and days off. The bid shall be withdrawn if the employee and management cannot reach mutual agreement.

39.1.8.2 Job share. Shift and days off options will be those that are available to the employee at the time of semi-annual sign-up, consistent with the most senior job-share employee's position on the Union Employee List.

39.1.9 Annual Leave Bidding. Annual leave bidding for employees in this program shall be based on individual seniority.

39.1.9.1 Each part-time employee counts as one person for purposes of calculating the number of annual leave slots per shift and for purposes of using available annual leave slots. However, job share employees (i.e., sharing a single full-time slot) shall only count as one person for purposes of calculating the number of slots per shift.

39.1.10 Length of time for each part-time slot. The maximum duration of a part-time slot under this program shall be six months, consistent with the regular shift sign-up.

39.1.11 Early transition. Employees in a part-time slot under this program must give notice of one payroll period if they wish to return to a full-time slot.

39.1.11.1 If a part-time slot under this program re-opens with a minimum of eight (8) weeks remaining, the remaining time may be requested by an eligible employee willing to fill the established slot or another slot with Bureau approval. The Bureau will review any request to fill any part-time slot which reopens with less than eight (8) weeks remaining, and at its discretion may fill it for the remaining time.

39.1.11.2 Should the Bureau identify an employee under this program who is experiencing performance or other problems, the Bureau will provide the employee and the Union with notice of any performance or attendance problems. A labor/management review team and any involved supervisor will meet to discuss the performance or attendance issue. The employee will have an opportunity to correct any problems prior to being removed from a part-time slot. At the Bureau's discretion, documented poor performance and/or attendance may be reason to terminate a part-time slot for an employee. Such removal from a part-time slot shall be given at least one payroll period notice and shall not be subject to a grievance by the employee or Union.

39.1.11.3 The following options for transition include:

39.1.11.3.1 Swap with eligible part-time applicant on list; or

39.1.11.3.2 If no list, swap with any interested eligible employee; or

39.1.11.3.3 Fill remainder of sign-up slot as a full-time employee with shift/days off as available during sign-up and consistent with their part-time bid.

39.1.11.3.4 The Bureau will first consider employees who submitted requests for part-time slots during the most recent part-time sign-up. The Bureau will subsequently consider any request from an eligible employee to fill the slot. Shift options are as provided under "Bidding Seniority" above.

39.1.12 Other Provisions.

39.1.12.1 Medical, dental, vision and life insurance benefits: Refer to Article 12.2.2.

39.1.12.2 Annual Leave. Notwithstanding the provisions of Article 11.1.1 of the collective bargaining agreement relating to full-time employees, program employees who share a budgeted full-time position and serve for 38 hours each pay period shall be allowed one half the annual leave accrual rates outlined in Article 11.1.1 of the collective bargaining agreement; program part-time employees who serve at least 38 hours but less than 58 hours each pay period shall accrue vacation in accordance with the number of hours served. Overtime hours shall not count toward the accrual of annual leave hours.

39.1.12.3 Annual leave accrual rates. The progression to higher accrual rates for annual leave shall be based on serving the number of hours equivalent to the time periods designated in Article 11.1.1 of the collective bargaining agreement. Overtime hours shall not count toward the higher accrual rates for annual leave hours.

39.1.12.4 Sick leave. Notwithstanding the provisions of Article 14.1 of the collective bargaining agreement relating to full-time employees, program employees who share a budgeted full-time position and serve 38 hours each pay period shall be allowed to accrue sick leave at one-half the full-time rate; program part-time employees who serve at least 38 hours but less than 58 hours each pay period shall be allowed to accrue sick leave in accordance with the number of hours served. Overtime hours shall not count toward the accrual of sick leave hours.

39.1.12.5 Layoff seniority. Notwithstanding the provisions of Article 10.2 of the collective bargaining agreement, for purposes of layoff or bumping, seniority for permanently appointed employees in part-time or job share positions under this program shall be prorated on the basis of regularly scheduled hours worked.

39.1.12.6 Progression to higher wage steps. For time served by program employees in part-time or job share positions, progression to higher rates shall be based on each employee serving the equivalent number of hours required for annual step increases contained in Schedule "A" - Wages, of the collective bargaining agreement.

39.2 Voluntary Permanent Part-time Positions

39.2.1 Allowable hours. Standard hours for part-time employment under this program shall be no less than 8 shifts per month at 9.5 paid hours per shift. Other shifts may also be utilized by mutual agreement between the employee and management.

39.2.1.1 Hours for alternative schedules will be between 38 and 57 hours each pay period with no schedule providing more than 38 hours per week.

39.2.2 Additional hours. Employees may sign up for voluntary additional hours within the limit of maximum allowable hours for part-time employees under this program. Additional voluntary hours, subject to the 38 hour per work week limit, shall be paid at straight time.

39.2.2.1 Employees may be required to work forced overtime. An employee may be forced to work up to two (2) additional hours in conjunction with their shift if their regularly scheduled paid hours are 9.5 or less. Employees who are regularly scheduled to work more than 9.5 hours will not be subject to forced overtime when working that shift. Permanent part-time employees will not be subject to forced overtime more than twice per work week.

39.2.2.2 Employees forced to work beyond a standard 9.5 hour schedule will be paid at the overtime rate. A force resulting in a work day of 9.5 hours or less will be paid at straight time. Any hours beyond 38 in a work week will be paid at the overtime rate. Employees may sign up for voluntary additional hours within the limit of maximum allowable hours for part-time employees under this program. (See Allowable hours above.)

39.2.2.3 Mandatory Off-Duty Training for part-time employees under this program shall be paid at straight time. However, the bureau will attempt to schedule mandatory training during the part-time employee's shift as much as possible.

39.2.3 Number of available slots. The number of employees who participate in this program will be determined by Management based on position availability and budgetary considerations. Equal numbers of positions will be offered to each classification when openings are available, with the total number of permanent part-time positions not to exceed 15% of represented members.

39.2.4 Eligibility. Dispatchers or ECCTs that have been fully certified in their classification for one year at the time the part-time slot is scheduled to commence will be eligible to apply.

39.2.4.1 Employees who did not successfully complete the ECOT program to Sr. Dispatchers will be eligible to apply if they meet eligibility requirements at the time the position is posted.

39.2.4.2 Dispatchers or ECCTs who have received written disciplinary action or higher within the previous six months from the time the position is posted are ineligible to apply. If such disciplinary action is received during the application process, the employee will be ineligible to accept a part-time position.

39.2.5 Selection. Selection for the program is by seniority of the employee as determined by the Blended Seniority List.

39.2.6 Application Process. In order to be considered for a permanent part-time position under this program, an eligible employee must submit a written request to the Operations Manager or designee.

39.2.7 Bidding Seniority. Bidding for shifts will be based on seniority as determined by the Blended Seniority List.

39.2.8 Shifts. The employee will be given the choice of a static shift or flexible shifts for each sign-up period. If the employee chooses to work set shifts/days off, there shall be a mutual agreement between management and the employee over the hours to be worked that may be based on the shift and days off options available to the employee at the time of that sign up.

39.2.8.1 Pilot projects will be administered for the flexible schedules based on mutual agreement between management and LMC.

39.2.9 Annual Leave Bidding. Annual leave bidding for employees in this program shall be based on individual seniority.

39.2.9.1 Permanent part-time employees working flex schedules will not be considered for purposes of calculating the number of annual leave slots per shift as they may work a variety of shifts and/or days off during a three (3) month block.

39.2.10 Return to Full-Time Status. Dispatchers in permanent part-time status may return to a full-time slot when there is a posted position available. Hiring in any classification or open FTE will be proof of an available position.

39.2.10.1 Employees hired as ECCTs before this collective bargaining agreement goes into effect will be grandfathered in under same return to full-time status policy as dispatchers.

39.2.10.2 Employees hired as ECCTs after this collective bargaining agreement goes into effect may return to a full-time slot when there is a posted position or FTE available within the ECCT classification.

39.2.10.3 Any employee wishing to return to full-time status must notify the Operations Manager prior to choosing of the posted position.

39.2.10.4 For the purposes of shift and annual leave bidding, upon returning to full time status an employee's seniority (a position on the Union Employee List) will be adjusted in accordance with the sum of their total hours in paid or protected status.

39.2.11 Other Provisions

39.2.11.1 Medical, dental, vision and life insurance benefits: Refer to Article 12.2.2

39.2.11.2 Annual Leave. Notwithstanding the provisions of Article 11.1.1 of the collective bargaining agreement relating to full-time employees, program employees who share a budgeted full-time position and serve for 38 hours each pay period shall be allowed on half the annual leave accrual rates outlined in Article 11.1.1 of the collective bargaining agreement; program part-time employees who serve at least 38 hours but less than 58 hours each pay period shall accrue vacation in accordance with the number of hours served. Overtime hours shall not count toward the accrual of annual leave hours.

39.2.11.2.1 The progression to higher accrual rates for annual leave shall be based on serving the number of hours equivalent to the time periods designated in Article 11.1.1 of the collective bargaining agreement. Overtime hours shall not count toward the higher accrual rates for annual leave hours.

39.2.11.3 Sick Leave. Notwithstanding the provisions of Article 14.1 of the collective bargaining agreement relating to full-time employees, program employees who share a budgeted full-time position and serve 38 hours each pay period shall be allowed to accrue sick leave at one-half the full-time rate; program part-time employees who serve at least 38 hours but less than 58 hours each pay period shall be allowed to accrue sick leave in accordance with the number of hours served. Overtime hours shall not count toward the accrual of sick leave hours.

39.2.11.4 Layoff Seniority. Notwithstanding the provisions of Article 10.2 of the collective bargaining agreement, for purposes of layoff or bumping, seniority for permanent part-time positions under this program shall be prorated on the basis of hours in paid or prorated status.

39.2.11.5 Progression to higher wage steps. For time served by program employees in a permanent part-time position, progression to higher rates shall based on each employee serving the equivalent number of hours required for annual step increases contained in Schedule "A" – Wages, of the collective bargaining agreement. All hours in paid or protected status will be used in this calculation.

40 RETIREE PROGRAM

40.1 A retiring bargaining unit member may remain employed on a full-time or part time basis, providing a transition period for the employee who has retired and allowing the Bureau to retain productive employees whose skills would otherwise be lost in the workplace.

40.2 For purposes of this Article, "retired" is defined by the Oregon Public Employees Retirement System (PERS) and employees in this program are eligible for City-paid benefits only as allowed under the applicable employment codes (PSTATs) and shall not exceed the maximum allowable hours of employment permitted under the applicable employment code

(PSTATs), the Charter and the Bureau of Human Resources Administrative Rules of the City of Portland.

40.3 To the extent City-paid benefits are allowed, PERS-retired employees under this agreement shall be eligible for such City-paid insurance benefits in accordance with the collective bargaining agreement for represented positions, and are not eligible for PERS contributions or service credit, vacation, or sick leave.

40.4 Working after retirement for the City of Portland constitutes a new employment relationship. Retirees have no seniority rights for purposes of layoff and recall and do not require "just cause" for discipline or removal from a position.

40.4.1 Retirees who continue to work full-time without a break in service at the time of retirement are eligible for City paid insurance benefits for the first 1040 hours worked if the employee retired from a benefits eligible position.

40.4.2 A retiree who continues to work part-time without a break in service at the time of retirement is eligible for City paid insurance benefits as provided under 12.2.2 for up to a maximum of three calendar years from the date of their retirement if the employee retired from a benefits eligible position.

40.4.3 After a break in service, a retiree is no longer eligible for City paid benefits.

40.5 Employees covered by this program shall be represented by AFSCME, Council 75, Local 189 as the exclusive representative and such employees shall be part of the bargaining unit comprised of emergency communication operator employees.

40.6 The Bureau may agree to individual letters of agreement for employees covered by this program. Such letters of agreement shall address the issues of reinstating (or re-employing) retired employees to applicable classifications covered by this program, shift assignments, time off in lieu of vacation, and the term during which each individual letter of agreement is in force. Any such individual letter of agreement shall be between the Bureau of Emergency Communications and AFSCME, Council 75, Local 189. All such letters are subject to approval by the City's Human Resources Director.

40.7 The Bureau shall determine which employees, if any, shall be offered post-retirement employment under this program. Such determination shall be entirely at the discretion of the Bureau and shall not be grievable under the grievance procedure of the labor agreement (Article 30 - Grievances, Complaints and Arbitration). Employee schedules will be mutually agreed upon and shall be for a minimum of 19 hours per week.

40.8 The provisions of the following listed articles apply to employees in the program only to the extent designated:

1. Recognition - applies by removing the exclusion of temporary employees for purpose of this program only
2. Union Security – applies
3. Non-Discrimination – applies
4. Management Rights –applies

5. Shifts - does not apply
6. Lunches and Breaks – applies
7. Overtime - applies only for time worked in excess of a full shift or in excess of 40 hours/week. The provision on overtime equalization does not apply
8. Reporting Pay and Minimum Pay - applies, except for 8.5 Civil Service Examinations
9. Working Out of Classification - applies, except for 9.3 Promotions
10. Seniority - does not apply, except for 10.6.1 as it applies to individual shift trades and 10.12.
11. Annual Leave - does not apply
12. Health and Life Insurance - does not apply, except as provided for in Article 40.3 through 40.4.3 above
13. Child Care – applies
14. Sick Leave - does not apply
15. Leaves - does not apply
16. Jury Duty - applies after a temporary employee works for 6 months in a full-time position
17. Safety – applies
18. Union Representation - does not apply, except for 18.5 Employee Rights
19. Payday – applies
20. Strikes and Lockouts Barred – applies
21. Maintenance of Standards – applies
22. Wage Scales - applies, except for 23.4 and 23.5 Wage Scales
23. Clothing – applies
24. Field Tactical Dispatcher – does not apply.
25. Training, Schools and Conventions – applies; Day Off Training – applies
26. Union Bulletin Boards – applies
27. Discipline and Discharge - does not apply-- program employees are not covered by the provisions of just cause under the collective bargaining agreement or under the Human Resources Rules
28. Grievances, Complaints and Arbitration - applies only with respect to Articles which are listed herein as applying to program temporary employees
29. Domestic Partners – applies
30. Policies and Procedures - applies
31. Labor Management Committees - does not apply
32. Critical Incident Stress Management - applies
33. Warrant of Authority – applies
34. Savings Clause – applies
35. Effective Date and Duration of Agreement – applies
36. Negotiations for Future Contract of Agreement – does not apply
37. Part-Time Sabbatical Positions – does not apply

Schedule “A” - Wages - applies

Attachment 1 - City of Portland General Employees Drug and Alcohol Policy - applies

Schedule "A" Wages
(Rates for July 1, 2010 – June 30, 2011)

	Entry	9 Mo	18 Mo
ECO Trainee	19.97	20.98	23.13

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
EC Call Taker	19.97	20.98	22.02	23.12	24.28	25.99
EC Call Taker Coach/Lead	21.57	22.66	23.78	24.97	26.22	28.06
EC Lateral Police Dispatcher Trainee	22.02	23.13	24.28	25.50	26.77	28.65
EC Fire Dispatcher	22.02	23.13	24.28	25.50	26.77	28.65
EC Fire Dispatcher Coach/Lead	23.78	24.98	26.22	27.54	28.91	30.94
EC Police Dispatcher	24.63	25.85	27.15	28.50	29.94	32.03
EC Police Dispatcher Coach/Lead	26.60	27.92	29.31	30.79	32.32	34.59
EC Dispatcher Senior	25.59	26.87	28.23	29.62	31.11	33.29
EC Dispatcher Senior Coach/Lead	27.64	29.02	30.49	31.99	33.60	35.95

ECO Trainees:
After completion of Call Taking, Police Dispatch and Fire Dispatch certifications, employees shall be advanced to the Sr. Dispatcher classification.

Call Takers:
After completion of Call Taking certification employees shall be advanced to EC Call Taker, Step 2. After completion of Police Dispatcher certification EC Call Takers will be advanced to the EC Police Dispatcher classification.

COACHING/LEAD

Bargaining unit members who are assigned full-time lead responsibilities will be paid a premium pay rate of eight percent (8%) for all paid hours including Annual Leave, sick leave and overtime. Duties include:

a) Coaching
b) Instructing
c) Operational Coordination Activities

For those bargaining unit members who perform lead duties as above, but are not assigned lead duties on a full time basis, they shall be paid a coaching premium of eight percent (8%) for the entire shift when assigned lead duties for all or any part of that shift. If assigned lead duties during a period of overtime, bargaining unit members will be paid at the premium rate for the overtime hours worked.

Lead duty rates are set out for convenience under Schedule "A."

CITY EMPLOYEES

When a current City employee is either temporarily or permanently appointed or demoted to an ECO Trainee position or to an EC Call Taker position and that classification has a lower maximum rate of pay than the City employee's current classification, the employee's rate of pay shall be the step in the relevant classification range which represents the least or no reduction in pay for the employee. In no event shall an employee receive an increase in pay upon demotion.

Wages in effect as of June 30, 2010 will be modified as follows:

July 1, 2010 – June 30, 2011: No across the board increase – 0% COLA.

July 1, 2011 – June 30, 2012: to be increased by one hundred percent (100%) of the Consumer Prince Index for Urban Wage Earner and Clerical Workers (CPI-W) as measured by the index for January 2011 and the 2nd half of 2010 for the City of Portland, Oregon, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no case shall the increase be less than one percent (1%) or greater than five percent (5%).

In the event that City revenue sources should be decreased, causing a worsening of the City's financial position, the City and Union representatives agree that they will meet and discuss the economic impact and, by mutual agreement, will put forth a good faith effort to arrive at alternatives to a reduction in the work force.

July 1, 2012 – June 30, 2013: to be increased by one hundred percent (100%) of the Consumer Prince Index for Urban Wage Earner and Clerical Workers (CPI-W) as measured by the index for January 2012 and the 2nd half of 2011 for the City of Portland, Oregon, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no case shall the increase be less than one percent (1%) or greater than (5%).

For the City of Portland:

Sam Adams, Mayor

LaVonne Griffin-Valade, Auditor

Yvonne L. Deckard, Director BHR

Jerrell Gaddis
Labor Relations Coordinator

For AFSCME, Council 75, and Local 189-2:

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Mike Akins, Bargaining Team

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AnnMarie Kevorkian-Mattie,
Chapter K Co-Chair

Nicholas White, Chapter K Co-Chair

Approved as to form:

Catherine Riffe, Deputy City Attorney

ATTACHMENT 1

CITY OF PORTLAND
GENERAL EMPLOYEES DRUG AND ALCOHOL POLICY

1) GENERAL

The City of Portland recognizes illegal drug use and excessive use of legal drugs and alcohol as a threat to the public welfare and the health, safety and productivity of the employees of the City.

The City of Portland has a strong commitment to its employees to provide a safe work environment and promotes high standards of employee fitness. Consistent with the intent of this commitment, the City established this policy regarding drug and alcohol abuse. The City's goal is to establish and maintain a work environment that is free from the effects of drug and alcohol abuse.

While the City of Portland has no intention of interfering with the private lives of its employees, the City expects its employees to report to work in a condition to perform their duties in a safe, effective and efficient manner.

It is the goal of this policy to prevent substance abuse and rehabilitate rather than terminate the employment of workers.

However, all persons covered by this policy should be aware that violations of the policy will result in discipline, up to and including termination, or in not being hired.

2) COVERED EMPLOYEES

This policy covers all City of Portland employees in the classified service, excluding sworn members of the Portland Fire and Portland Police bureaus who are covered by separate bureau level drug and alcohol policies, and also covers applicants for certain classified positions.

The policy, with the exception of section I and J, also covers all temporary and seasonal employees outside the classified service.

3) DEFINITIONS

a) For the purpose of this policy “Managers and Supervisors” shall refer to all Nonrepresented Supervisory employees and Police Captains and Lieutenants.

b) The “City” is the City of Portland and its Bureaus.

c) The “Bureau” is the particular City bureau in which the employee involved works.

d) A “Prescription medication” is a medication for which an employee has a valid prescription from a qualified physician.

e) As used in this policy, are all illegal drugs.

4) RULES

a) No employee shall:

i) Unlawfully manufacture, distribute, dispense, possess or use a controlled substance in the workplace;

ii) Report for duty under the influence of alcohol or drugs;

iii) Absent him/herself from duty or be unfit to fully perform duties for reasons attributable to, or produced by, indulgence in alcohol, drugs, or the excessive or other improper use of prescription medications.

iv) Bring or cause to be brought onto City property any alcohol or drugs;

v) Use any prescription or nonprescription medications which may interfere with the safe and effective performance of duties or operation of City equipment or vehicles, without notifying his or her supervisor prior to beginning work or operating the equipment or vehicle.

vi) Refuse to respond to questions.

vii) Refuse to allow a search of all areas and property in which the City maintains joint control with the employee or full control including any City Vehicle.

b) While on duty, operating a City vehicle (on or off duty) or wearing a City uniform, no employee shall:

i) Have the odor of alcohol or drugs on their breath;

ii) Use alcohol or drugs;

iii) Have their ability to work impaired as a result of the use of alcohol or drugs;

iv) Possess alcohol or drugs;

v) Provide, manufacture, deliver, transfer, offer, or sell alcohol or drugs to any other employee or to any person while on duty;

c) In the event there is a question regarding an employee's ability to work safely and effectively while using prescription or nonprescription medications, clearance from a qualified physician will be required. The City will continue to retain the right to make the final determination of the fitness of an employee to perform work.

5) SEARCHES

a) AREAS AND PROPERTY IN WHICH THE CITY MAINTAINS JOINT CONTROL OR FULL CONTROL

i) The City reserves the right to search, without employee consent, all areas and property in which the City maintains joint control or full control. All City vehicles, equipment, offices, desks and lockers are subject to search by management. Searches which are undertaken specifically to investigate violations of this policy shall be conducted in the presence of the employee if practical. If the employee is not available, or if the employee so requests, a reasonable time will be allowed for the Representative to be present before a search is made. The limitations on the City's right to examine City property contained in this paragraph does not apply to property used jointly by more than one (1) employee.

ii) Managers and supervisors shall not physically search employees.

b) AREAS AND PROPERTY NOT JOINTLY CONTROLLED OR FULLY CONTROLLED BY THE CITY

i) The manager or supervisor shall first ask the employee to consent to a search of the area where the manager of supervisor believes there is evidence of violation of this policy.

ii) For represented employees, the manager or supervisor shall contact a Union representative and they shall jointly ask the employee to consent to a search of the area where the manager or supervisor believes there is evidence of a violation of this policy. The Union representative will encourage the employee to comply with the request.

6) RESPONSIBILITIES OF EMPLOYEES

a) An employee must:

i) Comply with the rules set out in section D above.

ii) Notify his/her supervisor, before beginning work, when taking any prescription or non-prescription medications which may interfere with the safe and effective performance of duties or operation of City equipment.

iii) If he/she has any question regarding whether the use of a particular prescription or nonprescription medication is allowed by this policy, consult with the supervisor for approval. (Note: This policy is not intended to prohibit the safe and legal use of prescription and nonprescription medications.)

iv) Provide, as soon as possible and no later than within 48 hours of a request, proof of a valid prescription for any medication identified by the employee as the cause of his/her behavior. The prescription must be in the employee's name.

v) Notify the Bureau of any felony drug arrest or conviction.

vi) Notify the Bureau of any drug conviction for acts occurring on City premises or on duty.

7) RESPONSIBILITIES OF BUREAUS

a) Notify and provide a copy of this policy to all current and future covered employees.

b) Provide training on the implementation of this policy's procedures to all Managers and Supervisors within the bureau who supervise covered employees.

c) Provide ongoing administration and enforcement of this policy.

8) RESPONSIBILITIES OF MANAGEMENT

a) Managers and supervisors are responsible for consistent enforcement of this policy. Any supervisor who knowingly permits a violation of this policy by employees under his/her direct supervision shall be subject to disciplinary action.

b) Investigate any question which arises about an employee's fitness to work due to use of prescription or nonprescription medications.

c) Investigate any employee who appears to be in violation of this policy.

d) If management conducts an investigatory interview regarding a possible violation of this policy, the employee shall be advised of his/her right to have either an available Union representative (if any) or another employee present during the interview.

9) EMPLOYEE ASSISTANCE. The City has established an Employee Assistance Program (EAP) to assist employees with the full range of personal issues including alcohol and drug abuse problems. The EAP provider can evaluate an employee's case and determine the appropriate level and type of treatment, if any.

a) Employees are encouraged to voluntarily seek professional assistance for alcohol and drug abuse with or without contacting management.

b) Employees are encouraged to utilize chemical dependency programs offered under benefit plans.

c) A manager or supervisor who has reason to believe that an employee may have a drug or alcohol problem which is affecting the employee's work performance, can suggest that the employee go to the City's EAP provider for an assessment. Participation in the assessment is not mandatory.

d) Contact between the employee and the EAP provider shall be confidential between the employee and the EAP provider unless otherwise authorized by the employee.

e) A referral to the City's EAP program is separate from any disciplinary action which may result from the employee's violation of this policy and does not increase the employee's EAP benefits.

10) DISCIPLINE

Disciplinary processes for represented employees shall be carried out in accordance with the applicable collective bargaining agreement and the Human Resources Administrative Rules.

Disciplinary processes for nonrepresented employees shall be carried out in accordance with Personnel Rules. Violation of this policy shall be grounds for discipline, up to and including discharge.

11) TESTING FOR USE OF ALCOHOL OR DRUGS

a) Employees.

i) Employees may be tested pursuant to the terms of an agreement between an employee, the employee's Union representative (if any), and his/her bureau which is designed to address the employee's substance abuse and work behavior problems. (Example: Last Chance Agreement which suspends Disciplinary Proceedings pending successful completion of a program.)

ii) A last chance agreement shall only remain in force for a period not to exceed eighteen (18) months following the employees first date of return to work.

b) Applicants.

i) Applicants for positions covered by this policy may be tested for drug usage as part of the physical examination process.

ii) Testing of applicants for an examination will occur at the request of a Bureau Manager and concurrence of the Risk Manager, Human Resources Director and City Attorney.

iii) Factors to consider when determining which examinations will have pre-employment testing shall be:

(1) Working with or operation of vehicles or other machinery.

(2) Public safety related work.

(3) Work with children.

(4) Work around hazardous areas and/or hazardous materials.

c) Testing Procedure.

i) All drug and alcohol testing will be performed by a laboratory or laboratories selected by the City and certified by the State for drug and alcohol testing.

ii) The laboratory or laboratories shall retain a sample for re-testing for a minimum of six (6) months.

d) Results of Pre-employment Drug Analysis.

i) A positive result from a drug and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drugs and/or alcohol could affect requisite job standards, duties, or responsibilities.

ii) If a drug screen is positive at the pre-employment physical, the applicant must provide as soon as possible but no later than within 48 hours of request bona fide verification of a valid

prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the prescription medication is one that is likely to impair the applicant's ability to perform essential job functions, the applicant will not be hired.

iii) A positive result for an applicant who is presently a City employee will be forwarded to his/her Supervisor for investigation.

e) Confidentiality.
Laboratory reports or test results shall appear in an employee's or applicant's confidential medical file. The reports or test results may be disclosed to City management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without patient consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and employee or applicant; (3) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

DRUG ABUSE PANEL
POSITIVE/NEGATIVE CUTOFFS

Drug	Urine Screening Cut-Off (EMIT)	Urine Confirmation Cut-Off	Confirmation Method
Amphetamines (as amphetamine)	1000 ng/ml	500 ng/ml	&GC/MS
Barbiturates (as secobarbital)	200	200	*GC
Benxodiazepines (as oxazepam)	200	200	*GC
Cocaine Metabolites	300	150	GC/MS
Methadone	300	100	#TLC
Opiates (as morphine)	300	300	GC/MS
Phencyclidine (PCP)	25	25	GC/MS
THC (Marijuana)	50 (cutoff per client request)	10	GC/MS
Propoxyphene	300	300	#TLC
Ethanol	10 mg/dl (.04%)	@ 10 mg/dl	**GC

@ GC/MS confirmation of THC measures only delta-9 THC metabolite, which comprises approximately 25% of the total THC metabolites.

* By GC/ECD (Electron Capture Detector)
** By GC/FID (Flame Ionization Detector)
\# By Thin Layer Chromatography
& By GC/MS (Gas Chromatography/Mass Spectrometry)
MKT (CUTOFF)
(12/92)

Attachment 2

Memorandum of Agreement:
Lead Work Overtime Equalization

The Parties agreed during bargaining for the 2010-2013 contract to discuss lead work overtime equalization through the Labor Management process.

This agreement expires on 6/30/13, unless extended by mutual agreement.

INDEX

ADA 2
Americans with Disabilities Act 2
Annual Leave 17
Annual Leave Selection 13
Annual Leave Sign-up 14
Annual Leave Sign-up, Other 18
Annual Leave Slots 13
Arbitration 41, 42
Benefits Eligibility 20
Break Times 5
Child Care 23
City Contributions 20
Civil Service Examinations 10
Clothing 38
Coaching/Lead 54
Compensatory Time 7
Consultation, Negotiations and Meetings 32
Critical Incident Stress Management (CISM) .. 43
Deferred Compensation 22
Disability Insurance 23
Discharge, Demotion and Suspension 40
Discipline and Discharge 25, 40
Domestic Partners 21, 26, 43
Drug and Alcohol Policy 31, 57
Effective Date and Duration 44
Emergency Work Scheduling 4
Employee Contributions 21
Employee Rights 32
Fair Labor Standards Act 14
Family Leave 28
Federal Health Legislation 23
Field Tactical Dispatcher 38
Funeral Leave 27
Grievances, Complaints and Arbitration 41
Grievances, Step Four 42
Grievances, Step One 41
Grievances, Step Three 42
Grievances, Step Two 41
Health and Life Insurance 19
Health Fund Reserves 21
Industrial Accident Leave 26
Injured Worker Return to Work 15
Jury Duty 30
Labor/Management Benefits Committee .. 19, 43
Labor-Management Committee 43
Layoff 11
Lead 54, 64
Leaves 27
Leaves, Family 28
Leaves, Funeral 27
Leaves, Military 29
Leaves, Other 28
Leaves, Parental 29
Life Insurance 22
Lunches and Breaks 5
Maintenance of Standards 35
Management Rights 2
Mandatory Off-Duty Training 39
Mediation 42
Mileage Reimbursement 10
Military Leave 29
Military Service 29
Modified Shift Sign-up 12
Negotiations for Future Contracts 45
Non-Discrimination 2
Opt Out 21
Ordered overtime 7
Ordered Overtime, Exemptions 7
Other Leaves 28
Overpayment 35
Overtime 6
Overtime Equalization 6
Overtime, Ordered 7
Overtime, Short Notice 6
Pagers 9
Parental Leave 29
Part-Time 45
Payday 34
Permanent Arbitrator 36
PERS 27, 33
Polices and Procedures 43
Preamble 1
Probationary Period 16
Promotions 10
Recognition 1
Recruitment Incentives 37
Reporting Pay 10
Retention and Forfeiture 15
Retiree and Survivor Benefits 22
Retiree Program 51
Sabbatical 45
Safety 30
Safety Committee 31
Savings Clause 44
Schedule “A” - Wages 54
Schedule Adjustment for Military Duty 29
Seniority 11
Shift Selection 11
Shift Sign-up 12
Shift Trades 14

Shifts 3
Shop Stewards 32
Short Notice Overtime 6
Sick leave 23
Sick Leave Utilization Upon Retirement 27
Stand-by Pay 10
Strikes and Lockouts 35
Supplemental Pay 26
Trainees 4, 14, 54
Training, Mandatory Off-Duty 39
Training, Schools and Conventions 39
Travel Time 10
Union Activities 32
Union Bulletin Boards 40
Union Representation 32
Union Security 1
Ventilation 30
Wage Rates for New Classifications 36
Wage Scales 36, 37
Warrant of Authority 44
Working Out of Classification 10