



Tentative Agreement with PFFA

Article	Summary
1 - Purposes	Status Quo
2 – Recognition	Status Quo
3 - Management Rights	Status Quo
4 – Productivity	Status Quo
5 – Credit for Legislated Benefits	Deleted (<i>Reserved</i>)
6 – Union Security	Tentative Agreement
7 – Hours of Work	Tentative Agreement
8 – Wages, Salaries, and Allowances	Tentative Agreement
9 – Holidays	Status Quo
10 – Vacation	Tentative Agreement
11 – Sick Leave	Tentative Agreement
12 – Other Leaves	Tentative Agreement
13 – Existing Conditions	Status Quo
14 – Grievance, Complaints, and Arbitration	Status Quo
15 – No Discrimination	Status Quo
16 – Seniority	Status Quo
17 – Education Benefits	Tentative Agreement
18 – Health and Welfare	Tentative Agreement
19 – Life Insurance	Status Quo
20 – Polygraph Examination	Status Quo
21 – Deferred Compensation	Status Quo
22 – Savings Clause	Status Quo
23 – Release Time	Tentative Agreement
24 – Pension Board Time	Status Quo
25 – Payroll Banking	Tentative Agreement
26 – Discipline	Tentative Agreement
27 – Health Reimbursement Program	Tentative Agreement
28 – Company Inspection	Tentative Agreement

Ted Wheeler, Mayor

We are an equal opportunity employer

Please notify the City of Portland of the need for ADA accommodations no less than five (5) days prior to any City-sponsored event by contacting the Bureau of Human Resources at 503-823-3572 or the City's TTY at 503-823-6868.



Exhibit A

29 – Driving Privileges	Tentative Agreement
30 – Job Share Agreement	Status Quo
31 – Labor Management Committee	Status Quo
32 – Overpayments	Status Quo
33 – Legal Fees	Status Quo
34 – Termination and Duration	Tentative Agreement
New Article A – Promotional Due Process	Tentative Agreement
New Article B – Rehire/Retiree	Tentative Agreement
New Article F – Essential Employees	Tentative Agreement
New Article – Off-Duty DUII Policy	Tentative Agreement
Portland Street Response Pilot Program	Tentative Agreement
PERS/IAP MOA	Tentative Agreement
Schedule A – Salary Rates	Tentative Agreement
City withdraws 27 th Pay Period Disavowel	PFFA withdraws grievance related to 27 th Pay Period

Exhibit A

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TA Document
3/9/2020

Union TA Alvin J. Jochimsen 3/17/2020
City TA [Signature] 3/25/2020

ARTICLE 5 – CREDIT FOR LEGISLATED BENEFITS

During the life of the Agreement, legislative issues specifically endorsed or sponsored by the Portland Fire Fighters' Association that result in action by the State Legislature and which result in any new economic or benefit improvement causing increased payroll cost to the City beyond those stipulated at the time of mutual contract ratification, such costs shall be charged against the applicable salary agreement whenever the changes become effective.

Intent: Delete Credit for Legislated benefits

Intent: Reserve Article 5 for insertion of New Article F – Essential Employees

ARTICLE 6 – UNION SECURITY

- A. **Notification.** The City will provide the Union an opportunity to meet with their new members upon hire. The City agrees to deduct the Union membership dues and any additional assessments made by the Union or other deductions, which have been agreed to by the member, including Political Action Committee funds, from the member once each pay period. The amounts to be deducted shall be certified to the City by the Treasurer of the Union, except for the regular dues calculation that is done by the City with the formula given by the Union. The aggregate deductions of those members shall, together with an itemized statement, be remitted to the Treasurer of the Union no later than the first day of the succeeding month after the deductions are made but no longer than 10 calendar days.
- B. Voluntary deductions made to the International Association of Fire Fighters (IAFF) shall be sent directly to the IAFF with an itemized electronic statement. Deductions to the IAFF shall be limited to one (1) amount per member.
- C. The City shall make dues deductions from Union members using the formula given by the Union from all wages.
- D. The Union agrees that it will indemnify, defend and save the City harmless from all suits, actions, proceedings and claims against the City or persons acting on behalf of the City, whether for damages, compensation, reinstatement, or any combination thereof, arising out of the application of this Article.

ARTICLE 7 – HOURS OF WORK

The schedule of work for employees covered by this Agreement shall be provided for by the Rules and Regulations and General Orders of the Bureau of Fire.

A. Work schedules shall consist of the following:

- 1) Twenty-four (24) hours on duty, forty-eight (48) consecutive hours off duty, twenty-four (24) hours on duty, etc., referred to as a 24/48 schedule;
- 2) Five (5) eight (8) hour days, two (2) consecutive days off;
- 3) Four (4) ten (10) hour days, three (3) consecutive days off;
- 4) Any schedule presently regularly worked by Union members; or
- 5) Any other schedule mutually agreed upon by the parties.

B. The standard work schedule:

- 1) The standard work schedule for suppression employees is an approximately 51.69 hour work week. Effective July 1, 2020 the work week will be reduced to approximately 51.33 hours.

The City will continue to schedule such functions on that basis where the needs of the Bureau of Fire necessitate.

C. The alternative work schedule pilot:

- 1) The City and the Union shall form a committee to implement an alternative work schedule for suppression employees.
- 2) The committee shall consist of up to (3) members appointed by the City and up to (3) members appointed by the Union.
- 3) Such committee will establish metrics to measure the success of the pilot program prior to implementation.
- 4) The alternative work schedule that will be implemented is as follows: twenty-four (24) hours on; seventy-two (72) hours off; forty-eight (48) hours on; seventy-two (72) hours off, referred to as a 1-3,2-3 with Kelly days schedule.
- 5) The 1-3,2-3 alternative work schedule shall be implemented by the expiration date of the collective bargaining agreement, for a trial period of

Intent: Reduce Workweek: Effective July 1, 2020

Intent: Put some work hour guidelines in place

Intent: Explore 12-hour shifts

Intent: Pilot 24-72-48-72 alternative work schedule

TA Document
3/17/2020

City TA: _____
Union TA: _____

E. Work hour guidelines:

- 1) Members may only work 96 consecutive hours with 24 consecutive hours off before their next work period.
- 2) Hours include regular, overtime, and trade time.
- 3) Approval to work outside this guideline must be approved by the on-duty Deputy Chief or EOPS Division Chief.

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TA Document
3/9/2020

City TA: Alan Jerschwald 3/17/2020
Union TA: JD 3/25/2020

ARTICLE 8 – WAGES, SALARIES AND ALLOWANCES

A. Wage Adjustments. In applying wage adjustments in Schedule A the employee will receive the rate of the new schedule in accordance with his/her time in grade as required by the new schedule; however, if his/her present rate is higher than or equal to the entry level for the new classification, the employee’s salary upon promotion shall be at the lowest step which results in a pay increase. However, if an employee is appointed to a classification within the same pay grade (Fire Inspector/Fire Lieutenant), they shall retain their anniversary date for future pay increases.

A. Return to previous classification. The City HRAR applies to members returning to a previous classification. Upon approval by the Fire Chief the time frame may be extended for members who have maintain their certification and all other requirements for the position.

B. Apparatus Operator Certification. All member employees may be called on to operate Portland Fire & Rescue apparatus and vehicles, and are required to attain and maintain DPSST Apparatus Operator certification (or other State of Oregon equivalent as designated by the Bureau) and a valid state Drivers License. All members who earn and maintain DPSST Apparatus Operator certification (or other designated State of Oregon equivalent) and hold a valid state, unrestricted Drivers License shall receive an Apparatus Operator’s Premium of three percent (3%) of the top step Fire Fighter base hourly rate.

C. Specialty Pay.

- 1) To be eligible for specialty pay as provided herein, the employee must be assigned to a specialty pay assignment by the Chief or the Chief’s designee.
- 2) Notwithstanding the foregoing, those employees assigned as Fire Training Captains, Fire Training Officers, Staff Fire Captains, Staff Fire

Intent: Add premium pay for TAC and Station 2 members when they don’t have recruits for up to 6 months. During such periods of time those members will be assigned a scope of work determined by management

Intent: Add clarifying language

Intent: Increase Technical Rescue Team premium by 3% for a total of 9% - Effective Date: July 1, 2020.

Intent: Add Retired Officer Court language

Intent: Add Investigator working a 42-hour work week, assigned as a FTO, premium per current MOU. Example: 42hr. Fire Investigator plus 6% equals FTO working 42hr schedule.

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3)

7) **Hazardous Materials.** Those employees certified for and assigned to the Hazardous Materials unit shall receive six percent (6%) over their regular wage for their classification.

4)8) **Station 28.** As of July 1, 2019, Station 28 will no longer be required to continue the explorer program. The City and PFFA may at their discretion form a committee to evaluate the program.

5)9) **EMS Division.** EMS Coordinator hourly salary rate shall be based on the following formula: (Staff Captain salary plus a premium of eleven percent (11%) of top step Fire Fighter base hourly rate). EMS Specialist hourly salary rate shall be based on the following formula: (Staff Lieutenant salary plus a premium of eleven percent (11%) of top step Fire Fighter base hourly rate).

6)10) **Paramedic.** Certified paramedics (those paramedics who have successfully completed the Portland Fire and Rescue Field Training Program), up to and including the rank of Fire Captain, who are assigned to the Emergency Operations Division, Medical Services, and Training Division (“assigned paramedics”) shall receive a premium of eleven percent (11%) of top step Fire Fighter base hourly rate over their regular rate for the period of time assigned as a paramedic. The number of assigned paramedics receiving the eleven percent (11%) premium shall be limited to 15038 as determined by seniority. In the event a certified Paramedic not regularly assigned to the EOPs division works in the division, he/she shall receive a premium of eleven percent (11%) of top step Fire Fighter base hourly rate if he/she would have been considered in the “cap” based on seniority if regularly assigned to EOPs division.

7)11) Effective July 1, 2013, eCertified paramedics up to and including the rank of Captain who are assigned to divisions other than Emergency Operations, Medical Services, and Training Division shall receive a

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3. Confined Space Rescue
4. Vehicle/Mechanical Rescue
- ~~5. Structural Collapse Rescue~~

- c) Meet the training objectives outlined in Module 1 of the FEMA Structural Collapse Rescue (as defined by the Technical Rescue Program). This training will be provided by the program itself.
- d) The remaining modules of the FEMA Structural Collapse Rescue training must be completed within the first year after completion of Module 1. If it is not completed, the employee will become ineligible for the premium pay. This section is not applicable if the training is not provided.
- ee) —Further, the Bureau may require that incumbents to such assignments successfully pass an annual evaluation based on criteria established by the Bureau. The PFFA shall have the opportunity to give input through Labor-Management Committee into the development of the evaluation process.

~~10)~~ **14) EMT - Intermediate.** Those employees certified and assigned as Intermediate on an Advanced Life Support unit will receive six percent (6%) over their base rate during the time they are assigned.

~~11)~~ **15) EMT P (Paramedic) Coaches.** When assigned as coaches, employees shall receive a premium of six (6) percent over their regular base hourly rate in addition to the eleven (11) percent Paramedic premium.

11) Marine Operations – Water-based. Those employees certified for and assigned to one of the Water-based Marine Operations units (presently Stations 6, 17 and 21) in the assignment of Deckhand or Officer shall receive six percent (6%) over their regular wage rate for their Firefighter or Officer classification. Effective July 1, 2013, Harbor Pilots will receive six percent (6%) over their regular wage rate. Engineers assigned to Water-based Marine Operations in those capacities will not receive the premium,

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D. Investigators

- 1) Investigators will receive a 6% premium over their base pay of Fire Inspector/Fire Lieutenant. Investigators will receive three percent (3%) premium pay upon successful completion of the Police academy portion of their training. Investigators will receive an additional three percent (3%) for a total of six percent (6%) premium upon successful completion of their FTO program.
- 2) Investigators who are assigned to standby will receive \$7.80 per hour for standby time. Payment of this amount is not intended to indicate that standby time is compensable for overtime purposes under the Fair Labor Standards Act (FLSA). To the contrary, it is the intention of the parties that standby time will not be counted as hours worked for overtime purposes under the FLSA. The parties agree that the hours of standby time will not be used in calculating an Investigator's overtime rate.
- 3) Investigators on standby will carry a pager, take home a fully equipped City car and will be available to be in the car responding within 15 minutes of a page, from a point not farther than 15 minutes from the Portland city limits. Investigators need not return to City premises when responding.
- 4) While on standby, Investigators may engage in personal pursuits, but they must be fit for duty should they be called to return to work. Investigators may trade their standby time in accord with the Fire Bureau's General Orders.
- 5) Call shifts to replace the night 4-10 Investigator will be paid at time and one-half at the 40-hour rate.
- 6) Retired Officer Court Time. Any member of the bargaining unit who retires on or after July 1, 2017, shall be compensated by the City when

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- 1) **Day Off.** Portland Fire & Rescue Canine Handlers who have a Fire Investigation Canine kenneled at their residence shall be paid a premium of one hour pay at time-and-one-half (1½) of the regular rate per day when they perform “kennel time” for their dog on their day off. “Kennel time” includes but is not limited to exercising the dog, grooming the dog, and cleaning up the dog run and similar duties.
- 2) **Work Day.** On a regular work day, Portland Fire & Rescue Canine Handlers shall be paid a premium of one-half (½) hour at time-and-one-half of the regular rate per day for performing “kennel time” duties over and above the regular shift, if the Canine Handler cannot perform the “kennel time” during the regular shift.
- 3) **Vacation.** Portland Fire & Rescue Canine Handlers shall be paid one-half (½) hour at time-and-one-half of the base rate per day when they perform “kennel time” duties while on vacation. The vacation compensation will apply to full or partial shifts of vacation leave.
- 4) **Other Paid Leave.** Portland Fire & Rescue Canine Handlers shall be paid a premium of one-half (½) hour per day, calculated on the regular rate, when they perform “kennel time” duties while in the following pay status:
 - a) Jury Duty, performing “kennel time” duties over and above the regular shift, if the Canine Handler cannot perform the kennel time during the regular shift.
 - b) Parental Leave.
 - c) Sick leave, unless the Canine Handler is physically incapable of performing kennel time duties.
 - d) Injury (LOS) leave, unless the Canine Handler is physically incapable of performing kennel time duties.
- 5) Portland Fire & Rescue Canine Handlers shall not receive any additional compensation while in the following pay status:
 - a. Military leave, if away from home overnight.

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H. Pay for Acting Officers. Personnel serving as acting officers in a higher classification for a minimum of four (4) consecutive hours will receive the entrance rate for all the hours served in that classification. Effective July 1, 2013, personnel serving as acting officers in a higher classification for a minimum of four (4) consecutive hours will be paid at the step within the higher classification range that represents at least a three percent (3%) increase over his/her regular rate of pay. After one (1) pay period assigned as an acting officer, the assigned employee shall be compensated for all hours paid at the pay rate of the higher classification for the duration of the acting assignment.

I. Clothing Allowance. The City will continue its present policy with respect to the furnishing and cleaning of uniforms for employees covered by the Agreement. Clothing allowance of \$600.00 per year reimbursement will be furnished to those personnel whose assigned duty usually requires the wearing of civilian clothing. The City shall furnish to each employee a black tie and black belt, if such items are required to be worn. The clothing allowance shall be available the first pay period of the calendar year.

J. Call Time. All call time worked in circumstances presently requiring a call person shall be compensated at time and one-half the base rate normally earned for such work.

K. Other Compensation.

- 1) The City shall pay overtime in accordance with the Fair Labor Standards Act.
- 2) Employees shall have the option of 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. Compensatory time off will be arranged by mutual agreement

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City TA: _____
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bureau shall receive longevity pay of seven percent (7%) of the top step Fire Fighter base rate in addition to their regular rate.

M. Public Information Officer (PIO) Compensation

- 1) The primary and backup sworn PIO assignments may be filled by any sworn personnel.
- 2) The primary PIO and backup PIO will be assigned by and serve at the discretion of the Fire Chief or designee.
- 3) The primary PIO assignment will be compensated at the rate of Senior Inspector.
- 4) The primary PIO must carry a pager and generally be available for call-back outside of his/her normal work day, from the end of his/her first shift of the week through the start of the last shift of his/her week.
- 5) The backup PIO assignment will receive five (5) hours of overtime at their regular rate of pay as compensation for standby on a regular weekly schedule. Effective July 1, 2013, standby and call-back compensation will be paid at the forty (40) hour rate regardless of the employee's regular schedule.
- 6) The backup PIO assignment will receive five (5) hours of overtime for "standby" schedule not to exceed four 24-hour shifts. 1.25 hours of overtime will be paid for each additional day served.

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City TA: Alan Jerochweider 3/17/2020
Union TA: *[Signature]* 3/25/2020

ARTICLE 10 – VACATION LEAVE

A. Accrual Rates. Vacation accrual rates as provided below shall continue. Sections of General Order No. 39 not related to accrual rates are subject to change pursuant to Article 13 of this agreement.

1) 24/48 SCHEDULE UNIFORMED MEMBERS

Years of Service	Accrual Hours Per Pay Period	Hours of Vacation
0	10.64	276.64
1	10.82	281.32
2	11.00	286
3	11.19	290.94
4	11.37	295.62
5	11.56	300.56
6	11.74	305.24
7	11.93	310.18
8	12.11	314.86
9	12.30	319.8
10	12.48	324.48
11	12.85	334.1
12	13.22	343.72
13	13.59	353.34
14	13.96	362.96
15	14.33	372.58
16	14.51	377.26
17	14.70	382.2
18	14.88	386.88
19	15.07	391.82
20	15.25	396.5
21	15.44	401.44
22	15.62	406.12
23	15.80	410.8
24	15.99	415.74
25	16.17	420.42
26	16.36	425.36
27	16.54	430.04
28	16.73	434.98
29	16.91	439.66
30	17.10	444.6

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INTENT: Increase 42 and 51.69 hour employee's vacation accrual rate to remain consistent and proportionate to that of the 40 hour employee increase in vacation accrual rate.
INTENT: Compress the 30yr accrual rate up to the 26th year for suppression and 42-hour employees.

Make it to 2 decimal.
Top at 26th yrs of services?

Exhibit A

TA Document
3/9/2020

City TA: _____
Union TA: _____

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30	13.48	350.48

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Effective the first full payperiod of January 1, 2022 the 30-year vacation accrual rate will be compressed up to the 26 year accrual rate, making the 26 year accrual rate the top of the scale.

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3) 40-HOUR WEEK UNIFORMED MEMBERS

<u>Years of Service</u>	<u>Accrual Hours Per Pay Period</u>	<u>Hours of Vacation</u>
0	4.31	112.06
1	4.47	116.22
2	4.62	120.12
3	4.77	124.02
4	4.93	128.18
5	5.08	132.08
6	5.24	136.24
7	5.39	140.14
8	5.54	144.04
9	5.7	148.20

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C. Employees who are within five (5) years of retirement eligibility shall be allowed to accrue three years of vacation leave. Eligibility for a third year of accrual is as follows:

- 1) FPDR 2 and PERS Tiers 1 and 2 members:
45 years of age and 20 years of services, or 50 years of age and any years of services.**
- 2) FPDR 3/OPSRP:
48 years of age and 20 years of services, or 55 years of age and any years of services.**

The amount of vacation leave cash out shall not exceed three years accrual and all vacation in excess of three years accrual shall not be considered accrued vacation. Employees who resign or are terminated from employment shall be limited to a maximum of two years vacation leave cash out.

D. Employees will be notified of their total accrued vacation prior to the selection process starting. Members select vacation from a total amount of vacation that was accrued the preceding year. Members may select vacation accrued in the year that it is accrued within by filling out a vacation request form. Members may select a full twelve (12) hours of vacation with at least twenty-three (23) hours and forty-five (45) minutes of vacation on the books. Any excess vacation granted will be deducted from the member's final vacation pay-off at separation from service.

E. Seniority for the selection of vacation shifts shall be total bureau seniority. Except for Battalion Chiefs, selections shall be made one vacation choice at a time, starting with the employee with the most bureau-wide seniority rotating down the entire Bureau seniority roster through the least senior employee and returning to the most senior employee for the second choice; this rotation will continue until all vacation slots are filled, all employees have selected the vacation shifts they want or all employees are out of accumulated vacation. A vacation choice is one or more consecutive shifts of vacation. The first vacation choice cannot exceed the employee's previous year's total accumulation.

F. A count of the remaining vacation slots will be announced prior to each selection rotation.

INTENT: Increase 42 and 51.69 hour employee's vacation accrual rate to remain consistent and proportionate to that of the 40 hour employee increase in vacation accrual rate.

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of the 40-hour assignment and can only be used for retirement payoff or pursuant to subsection C above.

L. The conversion factor for employees who transfer between 24/48 schedule and 40-hour shifts is 1.2981 (.7704) and 24/48 schedule and 42 is 1.2362 (.8089). Effective July 1st 2020, the conversion factor for employees who transfer between 24/48 schedule and 40-hour shifts is 1.283 (.7792) and 24/48 schedule and 42 is 1.222 (.8182). These conversion factors apply to the conversion for vacation and all other accruals except for sick leave.

1. 2221 (.8182)

1.2833 (.7793)

M. An employee regularly scheduled to work forty (40) hours per week who has vacation "banked" pursuant to subsection J and who retires may receive a payoff of up to 270 hours of the excess vacation that was "banked". For clarification, it may be possible that an employee could receive a payoff of the value of up to 270 "banked" vacation hours in addition to the maximum of hours of non-banked vacation.

N. If an employee who has vacation "banked" pursuant to subsection K above subsequently retires before transferring back to a 42 or 24/48 schedule, up to 270 hours of the excess vacation that was "banked" shall be paid off at the 40 hour rate. Under this unique circumstance, it may be possible that an employee could receive a payoff of the value of up to 270 "banked" vacation hours in addition to the maximum of hours of non-banked vacation.

O. If an employee who has vacation "banked" pursuant to subsection J or subsection K above qualifies for Family Medical Leave under federal and/or state law, and the employee has otherwise used all of his/her vacation time, the vacation that was "banked" shall be available for use during the qualifying family leave.

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Portland Fire Fighters' Association, IAFF Local 43 to The City of Portland
Counter Proposal
May 9th, 2019

Union TA Alan Jenschwilk 5/9/2019
City TA AF 5/9/2019

ARTICLE 11 – SICK LEAVE

- A. 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 Rule 6.04 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:
- B. Sick leave credit shall be accumulated at a bi-weekly rate of 4 hours for those employees working a forty (40) hour-per-week shift, 4.2 hours for those working a forty-two (42) hour-per-week shift, and approximately 5.208 hours for those employees working a 24/48 schedule.
- C. Sick leave utilization shall be available after three (3) months' employment.
- D. Forty (40) and forty-two (42) hour employees will be permitted to use a maximum of fourteen (14) consecutive calendar days of sick leave without certification from a treating health care provider (written or electronic communication) (as defined in ORS 659A.150). A certification note from the member's healthcare provider (as defined in ORS 659A.150) is required when an employee is off of work on sick leave for more than fourteen (14) consecutive calendar days.
- E. 24/48 schedule members will be permitted to use a maximum of four (4) consecutive twenty-four (24) hour shifts' sick leave without certification from the employee's healthcare care provider. Communication ~~Communication~~ Certification from a healthcare provider, either by telephone or written certification is required when the employee is off duty more than four (4) consecutive twenty-four (24) hour shifts.
- F. The required certification from the employee's health care provider mentioned above must be submitted upon return to duty but in no case

Changes: Modified sick leave misuse paragraph. Removed maximum payout hours. Deleted "written" in H.

Exhibit A

Portland Fire Fighters' Association, IAFF Local 43 to The City of Portland
Counter Proposal
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longer than the 31st day from the initial day of sick leave. Certification by note or telephone call must also be submitted for each continuous 60-day period that an individual is off following the 31st day. The 60-day certification requirement can be waived at the Bureau's discretion for those on extended sick leave.

G. At the time a note from the certification from the health care provider is submitted, the member shall provide Battalion Headquarters with one of the following: date of return to duty, date of anticipated return to duty, or date of next physician appointment.

H. Notwithstanding the above, the Fire Bureau may request, for cause, an employee to provide written certification for sick leave from the employee's healthcare provider.

H.I. "Certification" is defined as a written communication from a healthcare provider.

H.J. There shall be no requirement that employees stay at home during their normal working hours while they are on sick leave.

H.K. **Sick Leave Misuse.** Misuse of sick leave is defined as the use of sick leave for any purpose other than allowed for in Article 11 ~~or as stated herein.~~

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

(A) Absences that are not bona fide sick leave purposes.

(B) Use of sick leave as a supplement for vacation ~~or other types of leave~~ as identified by a pattern of repeated sick leave absences adjacent to scheduled days off or repeated patterns of partial sick leave absences.

(C) Sick leave absences adjacent to scheduled days off, vacation days, or some other specific pattern of usage, including patterns of partial shift sick leave absences.

Changes: Modified sick leave misuse paragraph. Removed maximum payout hours. Deleted "written" in H.

Exhibit A

Portland Fire Fighters' Association, IAFF Local 43 to The City of Portland
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(D) ~~Repeated~~ A pattern of repeated use of sick leave as soon as the leave is accrued.

K.L. ~~Sick Leave Review. Prior to taking any disciplinary or corrective action for sick leave misuse, the Bureau will conduct a sick leave review. The purpose of the sick leave review is to provide the employee the opportunity to identify the specific reasons for the sick leave, and to assist the employee in a cooperative effort to alleviate the cause of the problem. Based on the outcome of the sick leave review, an employee may be required to submit a written certification from a healthcare provider.~~

L.M. The conversion factor for employees who transfer between the 24/48 schedule and 40-hour shifts is 1.302 (.768) and 24/48 schedule and 42 is 1.24 (.806).

M.N. ~~E~~An employees who ~~is~~ are classified as FPD&R Tier 1 or 2 or FPD&R Tier 3/PERS OPSRP who ~~has~~ve accumulated sick leave at the time of ~~his/her~~their retirement shall receive payment for such sick leave in an amount computed as follows:

1. An employee on a 40-hour-per-week work schedule shall receive payment in an amount equal to thirty (30) percent of the first four hundred and eighty (480) hours of accumulated sick leave, fifty (50) percent of the second four hundred and eighty (480) hours, and seventy (70) percent of all accumulated sick leave in excess of nine hundred and sixty (960) hours, up to a maximum of 2064 hours.
2. An employee on a 24/48 schedule shall receive payment in an amount equal to thirty (30) percent of the first six hundred and twenty-five (625) hours of accumulated sick leave, fifty (50) percent of the second six hundred and twenty-five (625) hours, and seventy (70) percent of all accumulated sick leave in excess of twelve hundred and fifty (1250) hours, up to a maximum of 2688 hours.
3. An employee on a 42-hour-per-week work schedule shall receive payment in an amount equal to thirty (30) percent of the first five hundred and four (504) hours, fifty (50) percent of the second five

Changes: Modified sick leave misuse paragraph. Removed maximum payout hours. Deleted "written" in H.

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hundred and four hours, and seventy (70) percent of all accumulated sick leave in excess of one thousand eight (1,008) hours, up to a maximum of 2167 hours.

The cash value of such sick leave payment will be calculated on the basis of the employee's pay rate at the time of retirement.

N.O. **Public Employee Retirement System Members.** Individuals covered by the Public Employee Retirement System (PERS) Tier 1 or 2 shall be permitted to convert unused sick leave upon retirement in accordance with ORS 238.350 and PERS administrative rules.

O.P. The City will pay lump sum cash payment equal to one hundred percent (100%) of unused sick leave to the surviving dependents, or a health savings reimbursement program, or an estate established for the sole purpose of caring for such dependents, of any employee who dies prior to retirement.

P.Q. In the event a Fire Fighter is killed or dies from an injury sustained in the line of duty or dies from an occupational disease, the City will furnish to the surviving spouse or heirs the sum of ~~\$12,000.00~~ 20,000 (twenty thousand dollars) to help with the funeral costs.

Q.R. In situations where an employee's spouse, parent, child 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 vacation time or sick leave. The maximum number of hours of sick leave that may be used per year as provided in this section is one-hundred four (104) hours for a 40-hour employee, one-hundred nine (109) hours for a 42-hour employee, one-hundred thirty-five (135) hours for a 24/48 employee of sick leave per year may be used as provided in this section.

R.S. If there is a work-week reduction, this Article will be updated to reflect those changes.

Changes: Modified sick leave misuse paragraph. Removed maximum payout hours. Deleted "written" in H.

ARTICLE 12 – OTHER LEAVES

- A. Upon sufficient notification, the City shall grant leaves of absence without pay to employees covered by this Agreement for the purpose of attending, as official delegates, union conventions for purposes directly related to and central to the collective bargaining relations between the parties to the extent that such leaves can be granted without interfering with the reasonable needs of the Bureau of Fire.
- B. Upon showing a reasonable purpose, an employee may be granted a leave of absence for a period agreed upon by the employee and City administration. Such leave may not be used for the purpose of engaging in outside employment.
- C. **Funeral & Bereavement Leaves.** An employee may be absent from duty by reason of the death of ~~his or her~~their spouse, domestic partner, parents, children, step children, grandparents-in-law, step parents, step brother, step sister, step grandparents, son-in-law, daughter-in-law, grandparents, great-grandparents, grandchildren, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, or equivalent relative of an employee with a domestic partner. 40-hour personnel shall be allowed three (3) days' funeral and bereavement leave without deduction of pay on account of such absence. 42-hour personnel will be allowed 24 hours of funeral and bereavement leave. 24/48 schedule personnel will be allowed one (1) shift of funeral and bereavement leave without deduction of pay on account of such absence.

With the approval of the Fire Chief (or his/her designee) an additional two (2) days' leave to a maximum of 40 total hours of funeral and bereavement leave for forty (40) hour personnel, ~~42-48~~ total hours for forty-two hour personnel, two (2) twenty-four(24) hour shifts for 24/48 schedule personnel shall be allowed for necessary funeral travel time or, under exceptional circumstances, any other purpose relative to a funeral.

Intent: Update to include Bereavement Leave per HRAR 6.08.
Intent: Clarify funeral leave for employees that work a 42-hour work week

~~D.E.~~ **Emergency Leave.** Upon proper notification to ~~their~~^{his/her} immediate supervisor any member may be granted one emergency leave day per year with approval by the On-Duty Deputy Chief through the chain of command. This day shall come off the member's following year vacation allotment. Requests for leave for a legitimate emergency shall not be arbitrarily denied.

~~E.F.~~ **Family Leave.** Family Medical Leave under the Oregon Family Leave Act (OFLA) and the federal Family and Medical Leave Act (FMLA), referred to collectively as family leave, shall be provided in accordance with applicable state and federal laws. For purposes of family leave, the City agrees that “spouse” includes “domestic partner.”

1. If a member has qualified for family leave and has exhausted all other forms of paid leave, the member may use sick leave in cases of a “serious health condition” as defined in state law for the member’s immediate family as defined by the OFLA and Articles 11 and 12 of this Labor Agreement. If the duration of a member’s family leave is longer than the amount of the member’s accrued paid leave other than sick leave, the member may choose to be placed on unpaid leave of absence or sick leave. However, a member may choose to reserve a total of 80 hours if working a 40 hour per week schedule, 84 hours if working a 42 hour per week schedule, or 120 hours if working a 24/48 schedule, a combination of compensatory time and vacation leave for future use. In no event may a member use sick leave under this section to extend family leave beyond twelve (12) weeks per calendar year.
2. No member will be forced to go on Family Medical Leave (FML), whether OFLA or FMLA, without the member’s consent. This does not change the provisions of the contract that relate to use of accrued sick and vacation leaves for non-FMLA/OFLA leave.
3. Members will be permitted to choose the type of accrued leave (sick leave, vacation leave, or compensatory time) they wish to use for their own Family Medical Leave.
4. Trade time use is permitted per the General Order.

ARTICLE 17 – EDUCATION BENEFITS

~~The parties agree that:~~ The parties mutually recognize the benefit of professional development for members of the bargaining unit. All provisions of this article pertain only to bargaining unit members. To accomplish this:

- A. With prior approval, the City will reimburse tuition costs for successful completion of approved courses taken at an accredited college. If funds are available, no applications will be denied, notwithstanding Article D.
- B. Bargaining unit members attending approved courses may use vacation or compensatory time to attend classes when such classes occur while they are on duty. Vacation or compensatory time shall be used in a minimum four (4) hour block. For any classes requiring more than four hours, vacation or compensatory time shall be rounded up to the next half-hour. Members may use less than four (4) hours of vacation or compensatory time for classes that begin at the start of the member's shift.
- C. The bargaining unit member shall provide a schedule of vacation or compensatory time being requested at the time of enrollment into the class. Unless otherwise authorized by Battalion Headquarters staff, the bargaining unit member requesting use of vacation or compensatory time to attend class must provide at least seventy-two (72) hours' notice.
- D. Reimbursement is limited to thirteen-and-a-half (13.5) quarter hours per fiscal year. Note: Three (3) semester hours is equal to four and one-half (4 ½) quarter hours. Reimbursement will be for actual cost of tuition, not to exceed the current cost of twelve (12) undergraduate credit hours at Portland State University. Disbursement shall only be made to City employees.
- E. Reimbursement is authorized for tuition and registration fees only. Other expenses will not be covered.
- F. Class attendance will be non-compensable time.
- G. Accredited Classes. The City's maximum obligation for accredited classes shall be Twenty Thirty Thousand Dollars (\$20,000 30,000) per year for eligible

applications submitted by the appropriate due date. Funds from this account not expended in the budget year shall be carried over and added to the next budget year's appropriation, except in no event shall the funds in this account total more than the thirty-thousand (\$30,000) dollars.

H. Non-Accredited Classes. For work-related classes that are non-accredited, the City will allocate up to ten thousand dollars (\$10,000) per year. Members must receive approval from the Training Division prior to being reimbursed. Unused funds will be forfeited at the conclusion of the fiscal year. If the \$10,000 are used and there are funds available from accredited classes fund (Article G), an amount up to \$5000 of those unused funds may be used per fiscal year.

H. I. The Chief or his/her designee may require additional education which will not be charged against the thirteen-and-a-half (13.5) quarter hours maximum and will not come out of the education benefit budget.

J. Employees are encouraged to take accredited or unaccredited classes related to development of cultural competence, language skills relevant to serving community needs, and classes related to equity and inclusion and the elimination of bias. If employees are approved to take classes in these areas, employees may be authorized to attend during work time without loss of pay, at the discretion of the bureau.

K. It is understood that the City has or will constitute an equity team for the purpose of enhancing equity and inclusion within the Bureau. Members of the equity team shall be entitled to attend classes related to multiculturalism, equity and inclusion and to have their tuition and costs fully reimbursed by the City. In addition, if an equity team member wishes to attend an out of town conference focusing on equity and inclusion, permission to attend such conferences shall not be unreasonably withheld. Reasonable travel, meals, hotel and tuition costs and shall be approved by the Bureau. Equity team members shall suffer no loss of compensation by virtue of attending classes or conferences directly related to their work on the equity committee. Costs for equity committee tuition and travel shall be limited to \$25,000 (twenty five thousand dollars) per contract year.

L. The City will provide a copy of all listed promotional study material to each station for its library. In addition, the City will provide copies of all study


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City TA _____
Union TA _____

~~materials for each declared promotional candidate in electronic or printed form. Any original textbook shall be considered to be on loan, may not be marked in or defaced, and must be returned at the end of the promotional process in substantially the same condition as issued.~~

~~I. Except for the City funding of this program, Article 17 is not subject to the grievance procedure.~~

TA Document
3/24/2020

City TA:  3/25/2020
Union TA: Alan Serrano 3/24/2020

ARTICLE 18 – HEALTH AND WELFARE

A. Labor/Management Benefits Committee

- 1) The parties agree to the continuation of the citywide Labor/Management Benefits committee. The committee will consist of ~~16~~ 14 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), ~~AFSCME Local 189 representing the Portland Housing Bureau (PHB)~~ and, effective July 1, 2017, Portland City Laborers. The remaining seven (~~7~~eight ~~(8)~~) members shall be appointed by the City.
- 2) A quorum of 12 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. Any vacant committee position may not designate or substitute voting authority.
- 3) The committee shall select its chairperson, who shall serve at the will of the committee.
- 4) In order to make a recommendation to the City Council, at least 12 committee members must vote in favor of the recommendation. The committee shall be responsible for establishing internal committee voting and decision-making processes.
- 5) Members of the committee shall be allowed to attend committee meetings 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.
- 6) 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.

Intent: Updates

Intent: Add comprehensive Health and Wellness program components

Intent: comprehensive Health and Wellness program does not change or impact how FPDR administers benefits

ARTICLE 18 – HEALTH AND WELFARE**A. Labor/Management Benefits Committee**

- 1) The parties agree to the continuation of the citywide Labor/Management Benefits committee. The committee will consist of 14 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), and, Portland City Laborers. The remaining seven (7) members shall be appointed by the City.
- 2) A quorum of 12 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. Any vacant committee position may not designate or substitute voting authority.
- 3) The committee shall select its chairperson, who shall serve at the will of the committee.
- 4) In order to make a recommendation to the City Council, at least 12 committee members must vote in favor of the recommendation. The committee shall be responsible for establishing internal committee voting and decision-making processes.
- 5) Members of the committee shall be allowed to attend committee meetings 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.
- 6) 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.

Intent: Updates

Intent: Add comprehensive Health and Wellness program components

Intent: comprehensive Health and Wellness program does not change or impact how FPDR administers benefits

- 7) 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.)

B. Benefits Eligibility and Plan Options

- 1) Permanent full-time employees shall be eligible for medical, dental, vision and life insurance coverage the first of the month following thirty (30) days of eligible service. Medical, dental, vision and life insurance benefits will be paid at 100% of the city contribution for those employees who are considered permanent full-time employees regularly working at least seventy-two hours per pay period in a benefits eligible, budgeted position.
- 2) Permanent part-time employees will be eligible for medical, dental, vision and life insurance coverage the first of the month following 174 hours of eligible service. Medical, dental, vision and life insurance benefits will be paid at 50% of the city contribution for any permanent employee who is considered a permanent part-time employee regularly working at least forty hours but less than seventy-two hours per pay period in a benefits eligible, budgeted position.
- 3) Medical, dental, vision and life insurance benefits may be denied to employees who have not been paid for eighty (80) hours during a calendar month by the withholding of city-paid premiums for the subsequent month.
- 4) Employees will enroll in the following healthcare plan options:

Intent: Updates

Intent: Add comprehensive Health and Wellness program components

Intent: comprehensive Health and Wellness program does not change or impact how FPDR administers benefits

- a) CityCore/Vision (VSP)/Dental (Delta Dental),
- b) CityCore/Vision (VSP)/Dental (Kaiser),
- c) Kaiser NW HMO/Kaiser Vision/ Kaiser NW Dental, or
- d) Kaiser NW HMO/ Kaiser NW Vision/Delta Dental
- e) Delta Dental, or
- f) Kaiser NW Dental

C. **Benefit Costs Contributions**

- 1) The City shall contribute ninety-five (95%) of the basic medical, vision, and dental rates adopted by the City Council and elected by the employee for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates accepted by the LMBC and subsequently approved by City Council, for full-time regular employee who elects a Medical Plan listed in Article B.4.a-d; provided the employee has received a preventive health care examination, to include the NFPA 1582 physical, within the prior two (2) full calendaryear period. The City reserves the right to expand family tier descriptions if it is in the best interest of the employee enrollee and it has been accepted by the LMBC and subsequently approved by City Council.
- 2) The portion of the total plan cost paid by the employee under Section C.1. above shall be paid through a pre-tax payroll deduction as allowed under state and federal tax code provisions.
- 3) Full-time employees who elect only Delta Dental or Kaiser NW dental benefits, without CityCore or Kaiser NW medical and without VSP or Kaiser NW vision coverage, will receive 100% contribution towards the dental plan of their choice. Contributions for part-time employees shall be prorated as provided in Subsection B.2. of this Article.
- 4) High Deductible Health Plan (HDHP) - The City shall contribute one hundred percent (100%) of the medical and vision rates and ninety-five percent (95%) of the dental rates adopted by the City Council and elected by the employee for the one party, two party or family enrollees (whichever applies) or any variation of the tiered rates accepted by the LMBC and subsequently approved by City Council, for full-time regular employees who elect the HDHP.

Intent: Updates

Intent: Add comprehensive Health and Wellness program components

Intent: comprehensive Health and Wellness program does not change or impact how FPDR administers benefits

- 5) The City shall contribute ninety percent (90%) of the basic medical, vision and dental rates adopted by the City Council for each full-time regular employee who has elected a Medical Plan listed in Article B.4.a-d; and who has not received a preventive health care examination, to include the NFPA 1582 physical, within the prior two (2) full calendar year period.
- 6) The City shall contribute ninety-five percent (95%) for newly hired full-time employees who elect a Medical Plan listed in Article B.4.a-d. Newly hired full-time employees will have one (1) full calendar year after being hired to receive a preventive health examination, to include the NFPA 1582 physical, to retain the City's ninety-five (95%) contribution. The City shall contribute ninety percent (90%) for the Medical Plan in the subsequent plan year for each newly hired full-time employee who does not receive a preventive health examination within the first full calendar year of service after being hired.

For example, for an employee hired in November 2019, the City will contribute 95% through June 30, 2021. If the new employee receives a preventive health care examination in calendar year 2020, the City's 95% contribution will continue effective July 1, 2021. If the newly hired employee did not receive a preventive health care examination in calendar year 2020, then the City's contribution level would change to 90% effective July 1, 2021.

- 7) Each payday, except for the third payday in a month, each full-time regular employee who elects the HDHP plan shall contribute zero percent (0%) of the total medical and vision rates, and five percent (5%) of the dental rates adopted by City Council for the applicable tier (whichever applies).
- 8) Each payday, except for the third payday in a month, each full-time regular employee who elects a Medical Plan listed in Article B.4.a-d; shall contribute five percent (5%) of the basic medical, vision and dental rates adopted by City Council for the applicable tier (whichever apply); provided the employee has received a preventive health care examination within the prior two (2) full calendar year period.

Intent: Updates

Intent: Add comprehensive Health and Wellness program components

Intent: comprehensive Health and Wellness program does not change or impact how FPDR administers benefits

- 9) Each payday, except for the third payday in a month, each full-time regular employee who elects a Medical Plan listed in Article B.4.a-d; shall contribute ten percent (10%) of the basic medical, vision and dental rates adopted by City Council for the applicable tier (whichever apply) if the employee has not received a preventive health examination within the prior two (2) full calendar year period.
- 10) Each payday, except for the third payday in a month, each newly hired full-time regular employee who elects a Medical Plan listed in Article B.4.a-d; shall contribute five percent (5%) of the basic medical, vision and dental rates adopted by City Council for the applicable tier (whichever apply). Newly hired full-time employees will have one (1) full calendar year after being hired to receive a preventive health examination to retain the employee's five percent (5%) contribution. Newly hired full-time regular employees will contribute ten percent (10%) for the Medical Plan in the subsequent plan year for each newly hired full-time employee who does not receive a preventive health examination within the first full calendar year of service after being hired.

For example, for an employee hired in November 2019, the employee will contribute 5% through June 30, 2021. If the new employee receives a preventive health care examination in calendar year 2020, the employee's 5% contribution will continue effective July 1, 2021. If the newly hired employee did not receive a preventive health care examination in calendar year 2020, then the employee's contribution level would change to 10% effective July 1, 2021.

- 11) The City of Portland will waive any/all co-insurance (subject to maximum plan allowance) for drug and/or alcohol treatment and in-patient mental health for any PFFA member participating in the City's self-insured health plan, CityCore.

D. Opt Out

Intent: Updates

Intent: Add comprehensive Health and Wellness program components

Intent: comprehensive Health and Wellness program does not change or impact how FPDR administers benefits

- 1) Effective upon enrollment eligibility in the health benefit plan options described in B.4. above, full-time employees who have 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 contributions 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

- 2) 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, which in 2012 - 2013 will be as follows:

City Contribution	One Party	\$164.39 per payday
	Two Party	\$131.21 per payday
	Family	\$102.15 per payday

- 3) Effective July 1 of each year, the City contribution in D (2) shall be adjusted to reflect the full annual percentage in the Consumer Price Index for Urban Wage Earners and Clerical Workers for large Western U.S. cities (CPI-W West Size A) current base period measured by the reported percentage change between the second half of each of the prior two years as published by the federal 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%).

E. Domestic Partners. The benefits described in Article 18 Section B.4 shall be available to domestic partners.

F. Health Fund Reserves

- 1) The Health Fund shall be maintained with adequate reserves to meet fund obligations.

Intent: Updates

Intent: Add comprehensive Health and Wellness program components

Intent: comprehensive Health and Wellness program does not change or impact how FPDR administers benefits

- 2) The term “excess reserves,” as used in this Agreement, shall be defined as the monies in the Health Fund that 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.
- 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.

G. 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.

H. Disability Insurance. The City shall modify the benefits plan to include the addition of disability insurance for employees if recommended by the Labor/Management Benefits Committee and approved by the Portland City Council. Should the State of Oregon establish programs that offer pay continuation to employees under qualified leave programs, the City and the PFFA agree to bargain the impact of those benefits.

I. Benefits during Disability. Members who incur an on-the-job injury, service connected, or occupational disability shall continue to receive City-paid medical, dental, vision and life insurance benefits for themselves and their dependents for twenty-four (24) months while on non-paid status. Thereafter, the employee is responsible for payment of medical, dental, vision and life premiums. The City shall pay no more than a total of twenty-four (24) months of benefits (medical, dental, vision and life) per injury or disability in a thirty-six (36) month period from the date of the initial injury or disability. The City shall only be responsible for the City's share of any premium due. [See examples in General Order #40]

- 1) If an employee is permanently separated from service due to personal injury suffered as a direct result of a traumatic injury sustained while on duty on or after February 12, 2001 while responding to an emergency situation, or in an on-duty traffic accident, the City shall pay for the medical, dental, vision and life insurance premiums for the employee, and the medical, dental and vision insurance premiums for the employee's dependents, for the duration of the

Intent: Updates

Intent: Add comprehensive Health and Wellness program components

Intent: comprehensive Health and Wellness program does not change or impact how FPDR administers benefits

disability as limited below. Traumatic injury means a wound or a condition of the body caused by external force, including injuries inflicted by bullets, explosives, sharp instruments, blunt objects or other physical blows, chemicals, electricity, climatic conditions, infectious diseases, radiation and bacteria, but excluding stress and strain.

- 2) The provisions of Article 18, I 1 shall not apply if:
 - a) the personal injury is the result of stress; strain; occupational illness; or a chronic, progressive, or congenital disease (such as heart or pulmonary disease), unless there is a traumatic injury that is a substantial contributing factor to the personal injury; or
 - b) the personal injury is caused by the intentional misconduct of the employee; or
 - c) the employee was voluntarily intoxicated or under the influence of a controlled substance at the time he or she received the personal injury; or
 - d) the employee was performing his or her duties in a grossly negligent manner at the time of the personal injury.
- 3) In order to be eligible for this insurance benefit, the employee must be incapable of engaging in employment in a job which pays a salary or produces income equivalent to 50% of the current top wage in the classification the employee held at the time of the traumatic injury.
- 4) The determination of whether an employee is capable of employment under Article 18 I 3 will be made through a vocational assessment conducted by a vocational rehabilitation specialist contracted to perform such assessments by the City.
- 5) The insurance benefit provided in this section shall be subordinated to other health insurance covering the employee, including Medicare.
- 6) The obligation of the City to provide the insurance benefit to the employee and the employee's dependents ceases when the employee is otherwise eligible to retire.
- 7) If the City and the Association mutually agree to the inclusion of stress and infectious disease injuries, the inclusions may occur with no further action

Intent: Updates

Intent: Add comprehensive Health and Wellness program components

Intent: comprehensive Health and Wellness program does not change or impact how FPDR administers benefits

upon signing of a Memorandum of Agreement between the Director of Human Resources and the Association and approved as to form by the Office of the City Attorney.

J. Survivor Benefits. The City shall provide to the spouse and unmarried children under eighteen (18) years of age of any employee killed in the line of duty, a medical benefits and dental plan comparable in benefits to those enjoyed by the employee's dependents while the employee was in active service. Such benefits shall cease for the spouse upon reaching age sixty-five (65) or remarriage, for the children upon becoming married or reaching the age of eighteen (18) years, or upon the spouse's remarriage, and for both spouse and children at the time the employee would have retired with (30) years' service.

K. Comprehensive Health and Wellness Program. Firefighters are at an increased risk for adverse injuries and illnesses given their occupational exposures and physical demands of the job. To ensure the safety and well-being of firefighters and the community which they serve, and in addition to the benefits already provided within Article 18 of this contract, the City of Portland and the Fire Bureau will establish a comprehensive health and wellness program to address their unique needs. The program will include the following components:

A. Medical Director: OHSU Health Promotion and Sports Medicine (HPSM) will serve as the Medical Wellness Director of the Portland Fire Bureau. The Medical Director shall comply with HIPAA in protecting individual health information. The Medical Director will ensure firefighters have an evidence-based medical wellness program that will work to improve their overall health and wellness. For the term of this contract; Ryan Norton, DO, CAQSM and Kerry Kuehl, MD, DrPH will serve as co-medical directors. OHSU/HPSM retains the discretion to change medical directors under this program. As Medical Director, the HPSM will:

1. Review all current protocols and provide evidence-based recommendations for the bureau's medical wellness program. Maintain current knowledge of the literature regarding fire related health and safety. Understand and adhere to the NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments.

Intent: Updates

Intent: Add comprehensive Health and Wellness program components

Intent: comprehensive Health and Wellness program does not change or impact how FPDR administers benefits

2. Conduct quarterly seminars (in a mutually agreed format) to firefighters on topics such as sleep, exercise, nutrition, stress reduction, mental health, and cardiovascular risk reduction. Provide educational materials for those individuals unable to attend and/or participate.
3. Create and maintain a database and prepare annual summary of testing data to the Fire Bureau. The Medical Director will compile an annual final report for the City that includes aggregate data for each test performed. They will report the number of firefighters who participated in each measure, the percentage of firefighters in each category (e.g., for VO2 max fitness level: high, good, average, fair and low by age and sex) and recommendations to bring abnormal values into a normal range. The annual report will include summary statistics for specific health dimensions such as cardiovascular health and cancer risk, weight and BMI, tobacco use, body composition, high blood pressure, diabetes risk, lipids, CBC and CMP labs, pulmonary function, substance abuse, and other categories at the mutual interest of the City, the PFFA union and the Fire Bureau. Such report will be shared with the PFFA.
4. Study injury rate / claims / days of absence from work against variables such as sleep, station, # of calls per shift, etc. to identify risk factors that can be addressed by the Fire bureau. HPSM will work with the Fire Bureau Health and Wellness program Manager and City Human Resources to obtain any annual data for analysis. This report shall be shared with PFFA.
5. Serve as a direct medical liaison and consultant to the Occupational Health Nurse, the Fire Bureau Chief and others associated with Fire Bureau training and wellness, the Peer Fitness Instructors and Wellness Coordinator on all matters related to health and wellness.
6. Attend meetings with bureau administration to provide physician input and oversight
7. Review the Physical Agility Test (PAT) and Fitness Assessment to provide medical input on the test's safety, utility and efficacy in establishing an individual's fitness to serve as outlined by IAFF/IAFC

Intent: Updates

Intent: Add comprehensive Health and Wellness program components

Intent: comprehensive Health and Wellness program does not change or impact how FPDR administers benefits

B. NFPA Physicals: OHSU Health Promotion and Sports Medicine (HPSM) will provide voluntary yearly NFPA Physicals to all PFFA active members regardless of the individual PFFA member's medical plan election. NFPA physicals shall be done on City-paid time and shall be coordinated to limit use of overtime. The City will pay 100% of the cost of the NFPA physical. **NFPA physicals include follow up testing triggered by a positive cardiac treadmill test.** NFPA 1582 physicals may be done on City time. As the provider of NFPA 1582 physicals to PFFA members, HPSM will guide, direct, and advise members with regard to their health, ~~fitness, and suitability for duty.~~ All advice given by HPSM to PFFA members will be kept confidential and treated as protected health information. All individual test results will be reviewed with each firefighter, and as medically appropriate, a plan will be agreed upon with each one before follow-up action is taken. Alternatively, members may choose to use their regular benefits within their health insurance election for the NFPA 1582 physical. In addition, OHSU/HPSM will:

1. Implement and track all new NFPA 1582 guidelines, using evidence-based screening guidelines as established by the International Association of Fire Fighters (IAFF).
2. Coordinate follow-up care with a member-designated in-network primary care physician to establish a referral process for primary care tailored to the member's wellness priorities and geographic location for members who need to establish primary care.
3. OHSU/HPSM will work to develop trust, community, and a strong relationship with PFFA members in order to achieve an annual medical screening rate of >75% by the end of the contract period.
4. Work to reduce overall risk for cardiovascular disease and sudden cardiac death through education, access to care, wellness initiatives, and ~~robust~~ customized cardiovascular screening.
5. Establish direct referral processes to a network of Physical Therapy practices who agree to prioritize scheduling (less waiting time for appointments) for PFFA members. PFFA members who have elected the Kaiser medical plan will need to receive authorization and seek treatment through Kaiser for medically necessary physical therapy treatment. Any claims for work-related injuries shall be governed by

Intent: Updates

Intent: Add comprehensive Health and Wellness program components

Intent: comprehensive Health and Wellness program does not change or impact how FPDR administers benefits

FPDR. OHSU/HSPM will review established networks contracted through FPDR to ensure PFFA members have prioritized scheduling.

6. Establish protocols and procedures in compliance with HIPAA and share authorized health information with a PFFA member's primary care physician regardless of medical plan election.
7. Establish protocols and procedures in compliance with HIPAA to share authorized health information related to NPFA 1582 physical with OHSU/HPSM if a PFFA member opts to receive the NPFA physical through their elected in-network primary care provider/occupational health provider.

C. Wellness Coordinator: The Wellness Coordinator will be funded for the life of this contract. The Wellness Coordinator will work with the Occupational Health Nurse and the Peer Fitness Trainers to develop appropriate strength and conditioning programs tailored to the individual needs of the firefighter. The Medical Director will be available for consultation on appropriate referrals and/or program details. The Wellness Coordinator is available to visit fire stations and meet in groups/individually to provide resources related to occupational wellness, food/nutrition, exercise, and ensuring firefighters have information to help manage injury prevalence both on/off duty.

D.

Behavioral Health: Continuing to build on the partnership established with the PFFA, the Fire Bureau will manage the peer support program with appropriate training and staffing of qualified behavior health specialists to advise and provide evidence-based training and collaboration. The Fire Bureau will contract annually with mutually agreed behavioral health specialists to provide training, and at its discretion, limited services outside of the current Employee Assistance Program (EAP) and self-funded medical plans. PFFA members who have chosen Kaiser as their medical plan option may be required to seek allowed pre-authorized services to a Kaiser mental health provider for continued covered services. The Fire Bureau will work to add mental health providers familiar with issues unique to Fire fighters. E. Employee Assistance Program. The parties recognize and acknowledge that consultation with providers who specialize in the unique needs of first responders and their families is an important component of the City's EAP program.

Intent: Updates

Intent: Add comprehensive Health and Wellness program components

Intent: comprehensive Health and Wellness program does not change or impact how FPDR administers benefits

- 1) The City's contracted EAP provider permits PFFA members and their families to use up to a maximum of eight (8) EAP visits per individual PFFA member or family member per fiscal year.
 - 2) Only providers who are within the City's approved EAP network will be authorized for use by PFFA members and their families under the City's EAP program. The list of in-network providers is established by the EAP program. There is no promise by the City to cover any specific provider as this is a contractual obligation between the EAP and the mental health professional. PFFA members can access services directly through the EAP to ensure confidentiality or through a referral to EAP from the Peer Support program.
- L. The City of Portland Health Plan Document and subsequent related materials reflect reinstatement of coverage rules for PFFA members. If a PFFA member's coverage has been terminated due to loss of eligibility (excluding termination of employment), coverage will be reinstated without meeting the eligibility waiting period, provided the PFFA member returns to a benefits-eligible status within twelve (12) consecutive months after the date coverage stopped. If the PFFA member is eligible for reinstatement, City contributions become effective the first of the month following the date of reinstatement to their regular work schedule.

Intent: Updates

Intent: Add comprehensive Health and Wellness program components

Intent: comprehensive Health and Wellness program does not change or impact how FPDR administers benefits

ARTICLE 23 – RELEASE TIME Date _____

A. **Paid Release Time.** The Employer and the Union agree that to the extent possible, all City/Union business, for example, the investigation and processing of complaints, disputes, and grievances, disciplinary hearings and attendance at executive board and general meetings, and meetings with the employer pertaining to employment relations, will be scheduled and conducted at such time as will cause the least interference with the regularly scheduled work hours of the union official responsible for representing the union in those matters. The parties recognize that from time to time, it may be necessary for City/Union business to be carried on during regular working hours, and to that extent the parties agree that the City shall provide to the Executive Board paid release time in the total amount of ~~600~~ 800 hours per year. The City may, in its sole discretion, grant paid release time in excess of this amount if it deems it to be in the best interest of the City. Where such activities are necessarily or reasonable to be performed during working hours, they may be done without loss of pay, provided the representative notifies the appropriate Division Chief or designee prior to taking such leave. All such Union leave time will be reported on an appropriate time reporting form provided by management.

B. **Reimbursable Release Time (RRT).** The parties acknowledge that there are certain activities other than those specified in paragraph (A) above which bear a direct relationship to the collective bargaining agreement between the parties. The parties agree that reimbursable release time shall be granted to the Executive Board or Union representative, as follows:

- 1) To attend conferences and workshops pertaining to collective bargaining, arbitration and other labor law matters and development when such release time is directly related and central to collective bargaining relations between the parties.
- 2) For activities covered under paragraph (A) in the event that total paid release time exceeds the maximum as listed in that paragraph.
- 3) To attend or participate in charitable functions, including but not limited to, fundraisers for MDA, TIP, the Burn Center, Doernbecher, and the Red Cross.

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- 2) The President shall continue to accrue vacation and sick leave; and coverage for medical, vision, dental and life insurance as any other full-time employee. The Union shall reimburse the City for one half of the value of vacation and sick leave accruals, one half of the President's holiday pay and one half the cost for medical, vision, dental and life insurance.
- 3) The President shall have a regular work schedule of Monday through Thursday, 7 AM to 12 noon (regular work hours), for a 20-hour work week. The President will be released after 12 noon for the purpose of serving as an officer or employee of the Portland Fire Fighters Association. If necessary, the President may flex the regular work hours, within regular business hours, to conduct Union business as long as the hours are made up during the same week. In the event the President, due to unforeseen circumstances, is unable to make up all the necessary time during the same week, alternative arrangements will be made with the approval of the Fire Chief, appropriate Division Chief or designee.
- 4) The President will make a reasonable effort not to use paid or reimbursable release time during the President's regular work hours. Such release time shall only be used for those activities listed in Subsection 3 or 5 of this Article.
- 5) Time spent on the following types of activities, during the President's regular work hours, will count toward the 5 hours of work for the President's regular work day:
 - a) Paid or Exempt release time attending disciplinary hearings, court, negotiations, arbitrations, City scheduled meetings, Executive Board and General Membership meetings, Labor/Management meetings or attending to the serious injury or death of an Union member;
 - b) Reimbursable release time to attend conferences and workshops pertaining to collective bargaining, arbitration and other labor law matters and developments when such release time is directly related and central to collective bargaining relations between the parties.
- 6) The City will make a reasonable effort to schedule meetings with the President outside the President's regular work hours.

Union TA Alan Jeschke 3/4/19
City TA James P. Gu 3/4/19 2:47pm

ARTICLE 25 – PAYROLL BANKING

- A. The City shall pay bargaining unit members on 24/48 schedule equalized bi-weekly paychecks of approximately 103.38 hours through the City's standard payroll and pension banking systems.
- B. Employees who work during a payroll cycle will receive approximately 103.38 hours of pay from a combination of their regular work hours and, if necessary, payroll bank. All regular hours worked over or under the approximately 51.69 hours in a payroll period will be banked (as a debit or credit) to be covered by or cover the over and under hours in following payrolls.
- C. Employees who do not work any hours during a payroll period due to an illness or injury covered by the pension fund will receive approximately 103.38 hours of pay from the pension fund.
- C.D. When a member has a negative bank balance, the member will be allowed to work a payback shift to rectify the balance.
- D.E. At the time of ~~(1)~~ a transfer between different hourly work weeks the bank may be settled at the employee's request. At ~~or (2)~~ the permanent separation from the Bureau, an employee's bank will be settled. The bank will be settled in the following manner:
- 1) If the bank is positive, the employee will be paid the accumulated time.
 - 2) If the bank is negative, the employee will reimburse the Bureau in one of the following ~~manner~~ manners:
 - a) If the employee remains employed by the Bureau, reimbursement will be through deductions in the same payroll period as future call shifts.
 - b) If the employee does not remain employed with the Bureau, vacation will can be used, if it is available.
 - c) If the employee does not remain employed with the Bureau, accrued leaves (other than vacation and sick leave) can be used, if available. Only

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leaves that are paid out upon retirement can be used to pay off banked hours.

~~e~~d) If vacation is not available or insufficient, the remaining reimbursement will be deducted from the employee's sick leave payoff.

3) Hours in excess of 21 hours in the Pay Equalization Bank shall be paid out on the next pay day for the pay period in which the excess occurs.

~~E.F.~~ This article does not affect the calculation of FLSA pay. The FLSA system will be based on actual hours worked.

~~F.G.~~ There will be no change in the manner of paying call shifts.

~~G.~~ **Savings Clause.** Should a bargaining unit member file a lawsuit against the City regarding the terms of this article, the parties will bargain over an alternative system at the City's request. The City is specifically required to inform the Union of the reasons it desires to bargain a change in the first bargaining session which will occur within ten (10) working days of the City's written request.

~~H.~~

I. If there is a work week reduction, this Article will be updated to reflect those changes.

Exhibit A

City Proposal
1/28/2019

City TA: [Signature] Date: 2/8/19
Union TA: Alex Seeshaw Date: 2-8-19

ARTICLE 26 – DISCIPLINE

A. Just Cause. Discipline and discharge of permanent (non-probationary) employees shall be for just cause. Discipline or discharge of probationary Fire Fighters and the demotion of employees during probation in a higher rank are not subject to this requirement or the grievance procedure.

B. Convictions. Conviction of any crime, on or off duty, subjects the member to the disciplinary process up to and including discharge. Any member on or off duty, convicted of any crime involving bias, as defined in Oregon State law, or convicted of a felony is subject to discharge.

C. Investigative Interviews. Members shall receive advance notice prior to an investigatory interview. The notice shall include the general nature of the allegation(s), the supervisor conducting the interview, and the time and location of the investigatory interview. An investigation will not be unreasonably delayed by either party.

C.D. Disciplinary File. Records of oral or written reprimand which involve attendance or technical performance, may be removed from an employee's personnel file after one year, upon the employee's request, provided in the judgement of the City, the employee has taken corrective action and has received no other disciplinary actions. Approval to remove such reprimands from the file shall not be unreasonably withheld. Other disciplinary action such as behavioral conduct (either on or off duty) may be removed after three years of no disciplinary action. Such removal will require majority approval from two out of the three approving parties: Human Resource Director, Fire Chief, and PFFA President.

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INTENT: Add discipline LOA language dated 7/3/2018 to the collective bargaining agreement

Union TA Alan Feuchtw
City TA JD 4/15/2019

ARTICLE 27 – HEALTH SAVINGS REIMBURSEMENT PROGRAM

- A. The City shall allow Portland Fire & Rescue employees (employees for the purposes of this article are those covered under this collective bargaining agreement) to participate in a health savings reimbursement program, hereinafter known and referred to as the “PFFA Reimbursement Plan.” The City shall allow PFFA to select a health savings reimbursement program (hereinafter called the PFFA HSR Plan, in which its members will participate.
- B. The PFFA shall select the PFFA HSR Plan to which the City shall send contributions according to this Agreement. It is expressly agreed that neither the City, nor the Fire Bureau, nor the Fire & Police Disability & Retirement Fund (“Fund”), have any legal or fiduciary responsibility whatsoever for the PFFA HSR Plan or its operation.
- C. There shall be two funding sources for the PFFA HSR Plan:
- 1) Transfer of the Value of Accrued Leave.
 - a) *Classification 1 Employees.*
 - i) Identification of Employees in Classification 1 for Transfer of Sick/Vacation Leave. Every employee, who is classified as FPD&R Tier 1 and 2 and FPD&R Tier 3/PERS/OPSRP, but not PERS Tier 1 and 2, shall be considered a “Classification 1 Employee” for transfer of sick and vacation leave to the PFFA HSR Plan.
 - ii) Calculation of Transfer Amount of Sick and Vacation Leave to PFFA HSR Plan. Upon retirement of a Classification 1 Employee, the City shall transfer into the PFFA HSR Plan 100% of the unused sick leave which is eligible to be cashed out under Article 11 at the time of the employee’s retirement and 100% of the unused vacation leave which is eligible to be cashed out under Article 10 at the time of the employee’s retirement.
 - b) *Classification 2 Employees.*

- i) Identification of Employees in Classification 2 for Transfer of Vacation Leave. Every employee who is classified as PERS Tier 2, shall be considered a "Classification 2 Employee" for transfer of vacation leave to the PFFA HSR Plan.
 - ii) Calculation of Transfer Amount of Vacation Leave to PFFA HSR Plan. Upon retirement of a Classification 2 Employee, the City shall transfer into the PFFA HSR Plan 100% of the unused vacation leave which is eligible to be cashed out under Article 10 at the time of the employee's retirement.
- c) *Mandatory Transfer to PFFA HSR Plan or 457 Plan/No Cash Option.*

The transfer of unused leave, as stated in subsections 1(a)(ii) or 1(b)(ii) above, shall be mandatory for all employees meeting the applicable classification definition above. No individual employee can opt out or increase or decrease the percentage of sick and/or vacation leave transferred to the PFFA HSR Plan on his or her behalf, except that an individual employee may direct that the City transfer a portion of the sick and/or vacation leave to his or her 457 plan account. No employee may receive a cash payout of a portion of the mandatory transfer of sick and/or vacation leave; the City must transfer the entire mandatory sick and/or vacation leave transfer amount to the PFFA HSR Plan and/or the 457 plan. If the employee does not direct the City, in writing on a form specified for that purpose, to transfer a portion of the mandatory transfer of sick and/or vacation leave to his or her 457 plan account ~~at least 30 days prior to retirement, then~~ the City will transfer the entire mandatory transfer of sick and vacation leave to the PFFA HSR Plan.

2) Transfer of Wages from Payroll to PFFA HSR Plan

- a) *Amount of PFFA HSR Plan Contributions from Wages.*

For every employee who is classified as FPD&R Tier 1 and 2, and FPD&R Tier 3/PERS/OPSRP, and PERS Tier 2, but not PERS Tier 1, the City shall automatically withhold 2% of the

gross wages on a pre-tax basis of all active employees employed in such classifications and transfer those withholdings into the PFFA HSR Plan.

b) *Changes to Contributions from Wages.*

The PFFA may modify the percentage of wages contributed to the PFFA HSR Plan under this section in its sole discretion. The PFFA agrees to notify the City on or before December 1 each year of any changes to apply the following July 1 and on or before June 1 each year of any changes to apply the following January 1. The City shall withhold the amounts specified above per pay period unless the PFFA notifies the City in writing, by the dates stated above, of any modifications to the frequency of withholding.

c) *Contributions from Wages to PFFA HSR Plan Mandatory.*

The contribution of percentage of wages to the PFFA HSR Plan established under subsections 2(a) and 2(b) above shall be mandatory for all employees employed in the classifications identified in subsection (a) above. No individual employee can opt out or increase or decrease the percentage of wages withheld for transfer to the PFFA HSR Plan. No employee may receive a cash payout of the wage contribution in lieu of contribution to the PFFA HSR Plan.

- D. The City shall remit the above wage contributions and accrued leave transfers directly to the PFFA HSR Plan within 30 days of the date the payment would have been payable to the employee.
- E. If at any time during the operation of the Plan it is determined that (1) transfers may not be made on a pre-tax basis or (2) that plan earnings are not tax-exempt or (3) payments from the Plan are not tax exempt or if (4) participation in the Plan or operation of the Plan is in violation of any federal or state law or regulation, then in that event the parties agree to negotiate a substitute provision in order to carry out the original intention of the Agreement. Either the City or the Union will notify the other party that the PFFA HSR Plan may violate a provision of this paragraph. The parties will then meet and discuss the issue with each other and their professional advisors. The parties will attempt to

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April 15th, 2019 (3rd Proposal of the day)

reach a mutual agreement within 45 days. If the parties do not agree within 45 days, the Union will determine the issue subject to Section F, below.

- F. At any time during the life of this contract and subject to dialog in Labor-Management, the review of the parties' counsel and the Bureau of Human Resources (BHR), the PFFA may replace the PFFA HSR plan with another form of non-qualified deferred compensation program, such as a medical savings account plan. All provisions in this article shall apply to the new plan, unless otherwise agreed by the parties.
- G. The PFFA agrees that it will indemnify, defend and save the City harmless from all suits, actions, proceedings, compliance orders, citations and claims or regulatory sanctions against the City or persons acting on behalf of the City, whether for damages, compensation, reinstatement, fees, penalties or any combination thereof, arising out of the application of this Article. This paragraph shall not apply in the circumstance of liabilities arising from either action or inaction on the part of the City in fulfilling its obligations under this Article.
- H. The Union will provide full disclosure prior to implementation and will assume any penalties, including costs associated with errors. The Union is required to implement a program that is compliant with the City's administration of benefits. If the program/plan that the Union chooses is not compliant with City of Portland Benefits Administration, the Union must agree to change to a compliant program and assume all the costs in doing so.

ARTICLE 28 – COMPANY INSPECTIONS

- A. Company Fire Inspections shall be limited to no more than 72 per year/per shift/per company and 36 per year/per shift/per RRV.
 - 1) Re-inspections shall be limited to no more than one per occupancy.
- B. During the term of this agreement, data entry duties will be performed by bargaining unit members assigned to the Prevention Division, including light duty personnel.
- C. Companies with 3000 responses per year will do 24 per year/per shift/per company. These companies include: E1, T1, E3, E4, E7, T7, E11, E12, E13 E19, E31
- D. Companies with extra workload during daytime hours (0800-1700) that do not already have a reduction will do 24 per year/per shift/per company. These companies include: E1, T1, S1, E12 (Technical Rescue Program); E22, T22, E27 (Forest Park Patrols); E28 (Cadet Program).
- E. E2 and T2 will be exempt from CFIPs while assigned trainees.
- F. It is the intention of the City to phase out the CFIP program by the expiration date of this contract. The City will provide quarterly updates in writing to the PFFA informing them of the status of the program. The first update will be provided no later than October 30, 2019 and it shall be the first (1st) quarter update inclusive of time period July 1, 2019 – September 30, 2019. Updates will be provided every quarter thereafter.

Intent: Remove outdated language (programs that no longer exist)
 Intent: Spread the workload to ease stations with heavy call volume (stations with 3000 calls or more)
 Intent: State the City’s intention to phase the program out and provide updates to the Union throughout the phase out process

ARTICLE 29 – DRIVING PRIVILEGES

A. Definitions

1. “Restricted” means hardship permits, driver improvement restrictions, limited route licenses, or Ignitions Interlock Device requirements.
2. “Reinstated” means unrestricted and free from conditions such as Ignition Interlock Devices.
3. “Temporary demotion” and “transfer” mean temporary assignment to a lower classification. When so assigned, members will receive the pay of the lower classification.

B. All members are required to maintain a current, unrestricted valid state Driver’s License. Members must report the restriction, suspension or revocation of their driving privileges no later than their next shift. A member whose license has been restricted, suspended or revoked employee will be accommodated for thirty (30) calendar days by non-assignment of Apparatus Operator duty and/or placement in an assignment in which driving duties, in the judgment of bureau management, can be temporarily avoided. Such placement may be in the same or lower job classification; if placement is made into a lower job classification, the employee shall be temporarily demoted until reassigned to his/her previous classification.

C. If the member’s driving privileges have not been reinstated at the end of the thirty (30) day accommodation period, and if the bureau can continue to provide placement in an assignment in which driving duties can be temporarily avoided without, in the sole judgment of bureau management, any adverse impact to the bureau carrying out its mission, the member shall be assigned accordingly. If, however, such accommodation cannot be made in the judgment of bureau management without adverse impact, the bureau may transfer the member to another assignment in the same or lower job classification. If transfer is made to an assignment in a lower job classification, the member shall be temporarily demoted and their pay reduced to the top step last held in the demoted classification until reassigned to their previous classification.

D. Members shall not be eligible for Apparatus Operator premium pay under Article 8.B while their licenses are restricted, suspended or revoked.

ARTICLE 34 – TERMINATION AND DURATION

This Agreement shall be effective July 1, 201~~9~~⁶ or upon ratification by both parties, whichever is later, except as otherwise noted in the Agreement, and shall remain in full force and effect until the 30th day of June, 201~~9~~²⁰²². Non-bargaining unit members who are still City employees at the time of ratification of this agreement by both parties or at the time of issuance of an interest arbitration award will receive wages and benefits for their service time in the bargaining unit retroactive to July 1, 2019 to the same extent as bargaining unit members. Persons who are no longer working for the City at the time of an award or ratification shall not receive any retroactive wage or benefit payments under this agreement.

This contract ~~It~~ shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than the March 1 prior to the date of termination that it wishes to terminate or modify this Agreement for any reason. Notification of intent to modify shall include the substance of the modifications desired. In the event that such notice is given, those provisions not reopened shall automatically renew from year to year. Negotiations shall begin no later than March 15. This Agreement shall remain in full force and effect during the period of negotiations.

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Portland Fire Fighters' Association, IAFF Local 43 to The City of Portland
Counter Proposal
June 26th, 2019

City TA *[Signature]* 6/26/2019
Union TA *Alan Gerchew* 6/26

NEW ARTICLE A – PROMOTIONAL DUE PROCESS

A. Promotional Vacancy

- 1) PF&R is committed to filling promotional vacancies as soon as a vacancy is created. A promotional vacancy is created the first calendar day after the position becomes vacant. For example, if an officer's last shift is the 22nd, the promotional vacancy is considered "created" on the 23rd. This definition applies to all promotions regardless of work schedule (i.e. 40, 42, or 51.69 hours per week.) Payroll will process the promotion within a reasonable amount of time.
- 2) The promotion of the next qualified member from the City's official eligible list will take place as soon as the appropriate and necessary selection process occurs. The eligible list used will be the list active at the time the vacancy occurred.
- 3) An exception to this will be if eligibility lists are set to expire before the next pay period. In such circumstances, the promotion will be considered official as of the date of the vacancy as defined above. Eligibility of members to take the next promotional exam will not be affected by this agreement.

B. Fair Access to Promotional Materials

- 1) The Bureau will provide a copy of all promotional study material to each station for its library. In addition, the Bureau will provide copies of all study materials for each declared promotional candidate in printed form. Any original textbook shall be considered to be on loan, may not be marked in or defaced, and must be returned at the end of the promotional process in substantially the same condition as issued.
- 2) Study material will be available to the candidates 90 days prior to a written exam.
- 3) The Bureau may hold meetings to describe the promotional exam process. The Bureau shall provide accurate and complete information in such meetings.

C. Pre-Promotional Interviews

- 1) Pre-promotion (or Chief's) Interviews for internal promotional positions are part of the selection process and are Pass or Fail. Candidates on the eligibility list shall be offered promotions in the order they are placed on the civil service list, unless they are eliminated as a result of the Pre-promotion or Chief's interview.
- 2) Any member that fails a Pre-Promotion or Chief's Interview will be provided with a summary of improvement areas to assist the member in future processes. This information will be provided to the affected member within thirty days of the failure date.

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Portland Fire Fighters' Association, IAFF Local 43 to The City of Portland
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City TA _____
Union TA _____

- 3) Any member that fails the Pre-Promotion or Chief's Interview will not be eligible for another interview until one year has passed from the date of the failed interview. An interview may occur earlier at the Fire Chief's discretion.
- 4) A vacancy must be available in order for a promotional candidate to receive the opportunity for a Chief's interview.

D. Compliance with Law

The City will follow the requirements of arbitral and ERB awards regarding maintaining past promotional procedures and rights which are mandatory subjects of bargaining.

NEW ARTICLE B – Retire/Rehire Program

Effective upon ratification, the City will implement a retire-rehire program in which an employee may, upon permission by the Chief of the Fire Bureau, retire from the Fire Bureau as a sworn employee and then be rehired by the Fire Bureau as a sworn employee.

The following articles of the Portland Fire Fighters' Association Collective Bargaining Agreement shall apply to Rehired retirees.

Article 1 – Purposes *applies*

Article 2 – Recognition *applies*

Article 3 – Management rights *applies*

Article 4 – Productivity *applies*

Article 6 – Union Security *applies*

Article 7 – Hours of Work *applies*

Article 8 – Wages, Salaries, and Allowances *applies**

Longevity will be frozen at the step last held

Article 9 – Holidays *applies*

Article 10 – Vacation Leave *applies**

Vacation will be frozen at the step last held.

Article 11 – Sick Leave *applies**

Excludes Article 11 Section N and O of the tentative agreement dated 5/9/19

Article 12 – Other Leaves *applies*

Article 13 – Existing Conditions *applies*

Article 15 – No Discrimination *applies*

Article 18 – Health and Welfare *applies*

Article 19 – Life Insurance *applies*

Article 20 – Polygraph Examination *applies*

Article 21 – Deferred Compensation Program *applies*

Article 25 – Payroll Banking *applies*

Article 27 – Health Reimbursement Program *applies**

Excludes Article 27 Section C, subsection 1

Article 28 – Company Inspections *applies*

Article 29 – Driving privileges *applies*

Article 32 – Overpayments *applies*

Article 33 – Legal Fees *applies*

Article 34 – Termination and Duration *applies to those articles specifically referenced in this Article as applying for employees who avail themselves of the retire / rehire program*

Schedule A – *applies*

Exhibit A

Joint Mediation Proposal
July 30th, 2019

City TA: _____
Union TA: _____

- A. An employee must apply to the retire-rehire program. The Chief of the Fire Bureau retains full discretion to decide whether to rehire an employee into the program.
- B. An employee who retires on or after ratification may apply to participate in the program. The employee must provide the Chief of the Fire Bureau with 30 days' written notice of the employee's ~~intent~~ desire to participate in the program.
- C. The duration of the employee's participation in the program will be not less than oOne (1) year, with the Chief of the Fire Bureau retaining the option to extend the employee's participation in the program for up to two (2) additional years, for a total of not more than three (3) years.
- D. A participating employee must return to duty the day after retirement; there can be no break in service. There will be no break in service for the purposes of Health and Welfare coverage under Article 18 or for the purposes of other benefits under this Agreement.
- E. Upon rehire, participating employees will be covered under Oregon's Workers' Compensation laws, not under FPDR, and will be eligible for supplemental workers' compensation benefits under City Human Resources Administrative Rule 6.13.
- F. ~~A p~~Participating employee's' seniority dates will be the date of their rehire into the program.
- G. ~~A p~~Participating employee's' anniversary dates will be the date of their original (pre-retirement) hire date.
- ~~H.~~ Upon rehire into the program, the participating employee will hold the rank of Fire Bureau firefighter or will hold the same rank as the employee held upon retirement.
- ~~L.H.~~ Upon rehire into the program, fFor purposes of rank and wages, a participating employee will be rehired at top step firefighter or step last held upon retirementof the classification being hired for. A participating employee holding officer rank that returns as a firefighter will be placed at top step firefighter. A participating employee holding ~~officer~~ the rank of officer that returns to their previously held rank will be paid at the same pay rate they were paid upon retirement.
- ~~J.I.~~ Participating employees are not eligible for promotion.
- ~~K.~~ A participating employee will ~~accrue~~ accrue vacation only at the "9 years" of service rate under Article 10.

Exhibit A

Joint Mediation Proposal
July 30th, 2019

City TA: _____
Union TA: _____

~~L.J.~~ Members or the Union can grieve any of the applicable articles specifically listed above as applicable to employees hired under the retire/rehire program, but cannot grieve any other articles of this collective bargaining agreement, including but not limited to, disciplinary action under Article 14 of this collective bargaining agreement.

NEW ARTICLE F – ESSENTIAL EMPLOYEES

A. Essential Employees.

1. All sworn PFFA members are considered essential employees. When the mayor or his designee declares a citywide closure the BHQ staff, fire liaison, fire investigators and all Emergency Operations personnel will be required to report to duty as normal. No other PFFA members will be required to report to duty on an inclement weather day unless directed by the Fire Chief or their designee.

PORTLAND FIRE BUREAU OFF DUTY DUII POLICY

SUMMARY

The City's goals for this guideline are to assist the Fire Chief with determining the appropriate level of discipline, provide consistency and transparency, support PF&R employees, and to apply a progressive deterrent to any action that could result in a DUII.

DUII Guideline

This guideline is intended to assist the Fire Chief in determining an appropriate level of discipline in cases where a PFFA member has committed a DUII offense. The Fire Chief has final authority to determine levels of discipline based on their own judgment. DUII's are NOT subject to article 26 (D) of the collective bargaining agreement.

First Offense
1. Mandatory SAP counseling
2. Successfully complete treatment program as recommended by SAP
3. Unannounced follow up testing if recommended by SAP
4. Ineligible for promotional hire for 1 year from date of offense
5. Loss of 3% apparatus pay and/or other premiums until license is reinstated without restriction(s)
6. Loss of take-home vehicle until license is reinstated without restriction(s)
7. Written Reprimand – 1 shift suspension without pay for employees on a suppression schedule and 20 hours if on a 40- or 42-hour schedule.

Second Offense
1. Mandatory SAP counseling
2. Successfully complete treatment program as recommended by SAP
3. Unannounced follow up testing if recommended by SAP
4. Ineligible for promotional hire for 3 years from date of second offense
5. Loss of 3% apparatus pay and/or other premiums until license is reinstated without restriction(s)
6. Loss of take-home vehicle – length to be determined by Fire Chief
7. 5 shift suspension without pay for employees on a suppression schedule and 80 hours if on a 40- or 42-hour schedule.
8. 5-year Last Chance Agreement

Violation of Terms following Second Offense
1. Termination

Intent: Establish a DUII guideline to assist the Fire Chief with determining the appropriate level of discipline while maintaining a consistent application.

Intent: Support PF&R employees

Exhibit A

City Counter-Proposal
5/9/2019-6-11-2019

City TA: ML Date: 6/11/2019
Union TA: Alan Ferschwald Date: 6-11-2019

SCHEDULE A SALARY RATES

Salary rates for classifications in Schedule "A" for the period July 1, 2019~~8~~ to June 30, 2020~~19~~ are to be increased by three and nine tenths percent (3.9%) which reflects the one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers for large western U.S. cities (CPI-W West – Size A) (as measured by the annual change in the index between the 2nd Half 2017~~6~~ and the 2nd Half 2018~~7~~) ~~for Portland, Oregon~~ published by the Bureau of Labor Statistics, U.S. Department of Labor. ~~However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).~~

YEAR TWO - Effective July 1, 2020~~17~~, Schedule "A" wage rates will be revised as follows:

Salary rates for classifications in Schedule "A" for the period July 1, 2020~~18~~ to June 30, 2021~~19~~ are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers for large western U.S. cities (CPI-W West – Size A) (as measured by the annual change in the index between the 2nd Half 2018~~6~~ and the 2nd Half 2019~~7~~) ~~for Portland, Oregon~~ published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

YEAR THREE - Effective July 1, 2021~~18~~, Schedule "A" wage rates will be revised as follows:

Salary rates for classifications in Schedule "A" for the period July 1, 2021~~18~~ to June 30, 2022~~19~~ are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers for large western U.S. cities (CPI-W West – Size A) (as measured by the annual change in the index between the 2nd Half 2019~~6~~ and the 2nd Half 2020~~17~~) ~~for Portland, Oregon~~ published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

Intent: Capture change from CPI-W to CPI-W West Size A

Intent: All Schedule A salary rates will be updated to reflect July 1, 2019 as determined by class comp

Intent: Salary Rates effective July 1, 2019 or upon ratification (or upon mutual agreement) by both parties whichever is later

Exhibit A

City Counter-Proposal
5/9/2019

City TA: _____ Date: _____
Union TA: _____ Date: _____

~~YEAR FOUR—Effective July 1, 2018, Schedule “A” wage rates will be revised as follows:~~

~~Salary rates for classifications in Schedule “A” for the period July 1, 2018 to June 30, 2019 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index between the 2nd Half 2016 and the 2nd Half 2017) for Portland, Oregon published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).~~

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 signatory labor organizations 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.

**Schedule A—Salary Rates
July 1, 2016—June 30, 2017**

Hrs/Wk	Prem Pay	Classification Title	Entry	€ month	1-year	2-year	3-year	4-year	5-year
40.00	-	Fire-Fighter	21.59	27.20	29.34	31.65	34.29	36.57	39.00
51.92	-	Fire-Fighter	16.70	21.05	22.71	24.49	26.53	28.30	30.18
40.00	*	Fire-Fighter-Specialist	22.88	28.83	31.11	33.55	36.34	38.76	41.34
51.92	*	Fire-Fighter-Specialist	17.71	22.31	24.07	25.96	28.12	29.99	31.99
40.00	-	Fire-Liutenant	39.74	-	40.88	42.10	43.42	44.84	-
42.00	-	Fire-Liutenant	37.85	-	38.93	40.10	41.35	42.70	-
51.92	-	Fire-Liutenant	30.75	-	31.63	32.58	33.60	34.70	-
40.00	*	Fire-Training-Officer	42.12	-	43.33	44.63	46.02	47.53	-

Intent: Capture change from CPI-W to CPI-W West Size A

Intent: All Schedule A salary rates will be updated to reflect July 1, 2019 as determined by class comp

Intent: Salary Rates effective July 1, 2019 or upon ratification (or upon mutual agreement) by both parties whichever is later

Exhibit A

City Counter-Proposal
5/9/2019

City TA: _____ Date: _____
Union TA: _____ Date: _____

51.92	*	Fire Training Officer	32.60	-	33.53	34.54	35.61	36.78	-
40.00	*	Fire Lieutenant, Staff	42.12	-	43.33	44.63	46.02	47.53	-
40.00	-	Fire Captain	45.63	-	51.53	-	-	-	-
51.92	-	Fire Captain	35.31	-	39.87	-	-	-	-
40.00	*	Fire Training Captain	48.37	-	54.62	-	-	-	-
51.92	*	Fire Training Captain	37.43	-	42.27	-	-	-	-
51.92	-	Fire Battalion Chief	43.86	-	45.85	-	-	-	-
40.00	*	Fire Battalion Chief, Staff	60.08	-	62.81	-	-	-	-
40.00	-	Fire Inspector	39.74	-	40.88	42.10	43.42	44.84	-
42.00	-	Fire Inspector	37.85	-	38.93	40.10	41.35	42.70	-
40.00	-	Fire Inspector, Sr	45.63	-	51.53	-	-	-	-
40.00	*	Fire Inspector/Specialist	42.12	-	43.33	44.63	46.02	47.53	-
42.00	*	Fire Inspector/Specialist	40.12	-	41.27	42.51	43.83	45.27	-
40.00	*	Fire Investigator	42.12	-	43.33	44.63	46.02	47.53	-
42.00	*	Fire Investigator	40.12	-	41.27	42.51	43.83	45.27	-
40.00	*	Fire Inspector, Sr - Specialist	48.37	-	54.62	-	-	-	-
40.00	*	Fire Captain, Staff	54.62	-	-	-	-	-	-
40.00	-	Public Education Officer, Assistant	45.63	-	51.53	-	-	-	-
40.00	*	EMS Specialist	46.41	-	47.62	48.92	50.31	51.82	-
40.00	-	EMS Coordinator	58.91	-	-	-	-	-	-
40.00	-	Harbor Pilot	39.74	-	40.88	42.10	43.42	44.84	-
51.92	-	Harbor Pilot	30.75	-	31.63	32.58	33.60	34.70	-

Premiums Based on Top Step Fire Fighter

	40 Hr	51.69 Hr	42 Hr
Top Step:	\$39.00	\$30.18	\$37.14

<u>Longevity</u>	Prem %	Premium \$		
10 years	1%	\$0.39	\$0.30	\$0.37
15 years	3%	\$1.17	\$0.91	\$1.11
20 years	5%	\$1.95	\$1.51	\$1.86
25 years	7%	\$2.73	\$2.11	\$2.60
Apparatus	3%	\$1.17	\$0.91	\$1.11
Cert Paramedic in Non-EO division	3%	\$1.17	\$0.91	\$1.11
Dive Team	6%	\$2.34	\$1.81	-
Paramedic	11%	\$4.29	\$3.32	-

Intent: Capture change from CPI-W to CPI-W West Size A

Intent: All Schedule A salary rates will be updated to reflect July 1, 2019 as determined by class comp

Intent: Salary Rates effective July 1, 2019 or upon ratification (or upon mutual agreement) by both parties whichever is later

Schedule A - Salary Rates Effective July 1, 2019 - Hourly 3.9% Cola

Job #	Hrs/Wk	Prem Pay	Classification Title	Pay Scale #	Entry	Entry	6 month	6 Month	1 year	1 year	2 year	2 year	3 year	3 year	4 year	4 year	5 year	5 year	Cola
30000793	40.00		Fire Fighter	SCL04010	22.86	23.75	28.79	29.91	31.07	32.28	33.51	34.82	36.30	37.72	38.72	40.23	41.29	42.90	3.90%
30000793	51.69		Fire Fighter	SCL04010	17.69	18.38	22.28	23.15	24.04	24.98	25.93	26.94	28.09	29.19	29.96	31.13	31.95	33.20	3.90%
30000795	40.00	*	Fire Fighter Specialist	SCL04020	24.23	25.17	30.52	31.71	32.93	34.21	35.52	36.91	38.48	39.98	41.04	42.64	43.77	45.48	3.90%
30000795	51.69	*	Fire Fighter Specialist	SCL04020	18.75	19.48	23.62	24.54	25.49	26.48	27.49	28.56	29.78	30.94	31.76	33.00	33.87	35.19	3.90%
30000798	40.00		Fire Lieutenant	SCL04030	42.08	43.72			43.28		44.58	46.32	45.97	47.76	47.47	49.32			3.90%
30000798	42.00		Fire Lieutenant	SCL04030	40.07	41.63			41.22		42.46	44.12	43.78	45.49	45.21	46.97			3.90%
30000798	51.69		Fire Lieutenant	SCL04030	32.56	33.83			33.49		34.50	35.85	35.57	36.96	36.74	38.17			3.90%
30000800	40.00	*	Fire Training Officer	SCL04040	44.60	46.34			45.88		47.25	49.09	48.73	50.63	50.32	52.28			3.90%
30000800	51.69	*	Fire Training Officer	SCL04040	34.51	35.86			35.50		36.57	38.00	37.71	39.18	38.94	40.46			3.90%
30000801	40.00	*	Fire Lieutenant, Staff	SCL04040	44.60	46.34			45.88		47.25	49.09	48.73	50.63	50.32	52.28			3.90%
30000803	40.00		Fire Captain	SCL04050	48.31	50.19			54.56										3.90%
30000803	51.69		Fire Captain	SCL04050	37.39	38.85			42.22										3.90%
30000805	40.00	*	Fire Training Captain	SCL04080	51.21	53.21			57.83										3.90%
30000805	51.69	*	Fire Training Captain	SCL04080	39.63	41.18			44.75										3.90%
30000806	51.69		Fire Battalion Chief	SCL04100	46.44	48.25			48.55										3.90%
30000807	40.00	*	Fire Battalion Chief, Staff	SCL04110	63.61	66.09			66.50										3.90%
30000808	40.00		Fire Inspector	SCL04030	42.08	43.72			43.28		44.58	46.32	45.97	47.76	47.47	49.32			3.90%
30000808	42.00		Fire Inspector	SCL04030	40.07	41.63			41.22		42.46	44.12	43.78	45.49	45.21	46.97			3.90%
30000811	40.00		Fire Inspector, Sr	SCL04050	48.31	50.19			54.56										3.90%
30000812	40.00	*	Fire Inspector/Specialist	SCL04040	44.60	46.34			45.88		47.25	49.09	48.73	50.63	50.32	52.28			3.90%
30000812	42.00	*	Fire Inspector/Specialist	SCL04040	42.48	44.14			43.69		45.00	46.76	46.41	48.22	47.93	49.80			3.90%
30000815	40.00	*	Fire Investigator	SCL04040	44.60	46.34			45.88		47.25	49.09	48.73	50.63	50.32	52.28			3.90%
30000815	42.00	*	Fire Investigator	SCL04040	42.48	44.14			43.69		45.00	46.76	46.41	48.22	47.93	49.80			3.90%
30000816	40.00	*	Fire Inspector, Sr - Specialist	SCL04080	51.21	53.21			57.83										3.90%
30000817	40.00	*	Fire Captain, Staff	SCL04070	57.83	60.09													3.90%
30000818	40.00		Public Education Officer, Assistant	SCL04050	48.31	50.19			54.56										3.90%
30000819	40.00	*	EMS Specialist	SCL04060	49.14	51.06			50.42		51.80	53.82	53.27	55.35	54.87	57.01			3.90%
30000820	40.00		EMS Coordinator	SCL04090	62.37	64.80										0.00			3.90%
30000822	40.00		Harbor Pilot	SCL04030	42.08	43.72			43.28		44.58	46.32	45.97	47.76	47.47	49.32			3.90%
30000822	51.69		Harbor Pilot	SCL04030	32.56	33.83			33.49		34.50	35.85	35.57	36.96	36.74	38.17			3.90%

TA City: My J 3/25/2020
Union 3/25/2020
Alan Ferschweiler

MEMORANDUM OF AGREEMENT

The parties to this Memorandum of Agreement are the City of Portland (City) on behalf of Portland Fire & Rescue (PF&R) and Portland Fire Fighters Association, Local 43 (Union or PFFA).

BACKGROUND

1. The Parties reached a Tentative Agreement on a successor Collective Bargaining Agreement on March 11, 2020.
2. The City intends to implement a pilot of the Portland Street Response program.
3. The parties have met to discuss the program but have not agreed on whether there is an impact on the Union or the implementation of the program.
4. The parties wish to resolve the existing dispute related to implementation of the Portland Street Response pilot program through this Agreement.

AGREEMENT

1. The Parties agree to the implementation of Portland Street Response pilot program.
2. The Parties agree that the PFFA, by agreeing to implementation of the pilot program, does not waive the right to demand to bargain any mandatory impacts of the Portland Street Response program as implemented in the pilot program. However, such demand to bargain shall occur within fifteen (15) days of the conclusion of the pilot program. Such bargaining shall be subject to the expedited bargaining process under ORS 243.698. The City agrees to notify the PFFA of the conclusion of the pilot program, and such notification shall serve as the start of the fifteen-day period for any demand to bargain from PFFA.

For the City:

Date: _____

Cathy Bless, Interim Director of Bureau of Human Resources

For the Union:

Alan Ferschweiler

Alan Ferschweiler, PFFA, Local 43

President

Date: 3/25/2020

Approved as to form:

Memorandum of Agreement

Retirement Benefits Collecting Bargaining Reopener

The parties to this Settlement Agreement and Memorandum of Understanding (Agreement) are the City of Portland (City) and the Portland Fire Fighters' Association, IAFF Local 43 (PFFA or Union).

Background

- A) The City and the Union are parties to a collective bargaining agreement effective July 1, 2016 to June 30, 2019 (the CBA).
- B) The Union is the sole collective bargaining representative on behalf of employees working in classifications listed in Schedule A of that CBA.
- C) The City and the Union have come to an agreement on a new successor collective bargaining agreement effective July 1, 2019 to June 30, 2022 (the CBA). All of the terms of the new CBA have been resolved and agreed-upon, except for retirement benefits for PERS and OPSRP members.
- D) Effective July 1, 2020, the parties agree to reopen the question of retirement benefits for PERS and OPSRP members of the PFFA and start bargaining on this matter only. Any objections to this reopener based on scope or timeliness are hereby expressly waived.
- E) The parties agree that they will continue to retain Arbitrator Alan Krebs and will use his services if the parties do not resolve this issue in the bargaining listed in this Agreement.

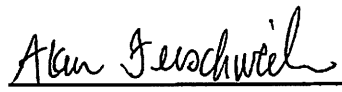
The parties stipulate and agree as follows:

- 1. The parties will engage in bargaining over implementation of Senate Bill 1049 starting on July 1, 2020, pursuant to ORS 243.712. The 150-day period of bargaining shall begin on that date. The scope of bargaining shall be limited to bargaining over offsets to compensate for the loss of pension contributions pursuant to Senate Bill 1049.
- 2. Effective July 1, 2020, the City of Portland will allow PERS/OSPRP members of the PFFA to mitigate the impact of SB 1049 by making voluntary contributions from their pay bi-weekly into their own Employee-funded IAP account pursuant to ORS 238A.330(3). This paragraph is dependent upon the ability of PERS to receive and administer these employee contributions effective on or after July 1, 2020. To the extent PERS provides the opportunity to retroactively credit employee accounts for deductions taken in future pay periods and applied back to the July 1 effective date, the City will work with PERS/OSPRP members of the PFFA and PERS to allow for such retroactive payments, appropriate accounting, earnings crediting, and tax reporting for calendar year 2020.
- 3. If the parties are unable to resolve this issue in bargaining, then they agree to use Arbitrator Alan Krebs for the interest arbitration for resolution.
- 4. This Agreement is based on the particular circumstances of this round of collective bargaining and does not establish precedent for addressing the same or similar situations in the future.
- 5. This MOA is the complete agreement of the parties. This Agreement will be in effect as of the date signed, but no later than July 1, 2020.

Agreement

1. This is an agreement between PFFA and the City of Portland.
2. The Union filed a grievance when the City disavowed the 27th payroll past practice. This grievance has been held in abeyance since 2016.
3. The City hereby withdraws the disavowal with prejudice concerning the 27th pay period with prejudice.
4. The Union hereby withdraws the grievance with prejudice.
5. This agreement is effective when the current Tentative Agreement between the parties is ratified by both sides.

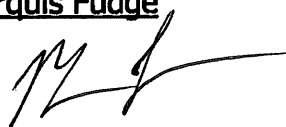
Alan Ferschweiler



PFFA

3/17/2020
Date

Marquis Fudge



City of Portland

3/25/2020
Date

Alan Ferschweiler

From: Brown, Heidi <Heidi.Brown@portlandoregon.gov>
Sent: Thursday, March 12, 2020 10:41 AM
To: Barbara Diamond
Subject: 27th pay period agreement

TA 3/27/2020 Alan Ferschweiler
3/25/2020 [Signature]

Hi Barbara,

Per our conversation, this is to confirm that the parties will include as part of the tentative agreement for resolution of the PFFA CBA that the City withdraws with prejudice the disavowal that was made during 2016 regarding the 27th pay period practice.

Thanks –

Heidi

HEIDI K. BROWN | Chief Dep. City Attorney (She/Her)
PORTLAND OFFICE OF THE CITY ATTORNEY
1221 SW Fourth Avenue, Room 430
Portland, OR 97204
Voice: 503-823-3038 | Fax: 503-823-3089
heidi.brown@portlandoregon.gov

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