

TENTATIVE AGREEMENT

LABOR AGREEMENT

BETWEEN

THE CITY OF PORTLAND

AND

**THE PORTLAND FIRE FIGHTERS'
ASSOCIATION**

LOCAL 43

July 1, 20075 - June 30, 20107

TENTATIVE AGREEMENT
CITY OF PORTLAND & PORTLAND FIRE FIGHTERS ASSOCIATION

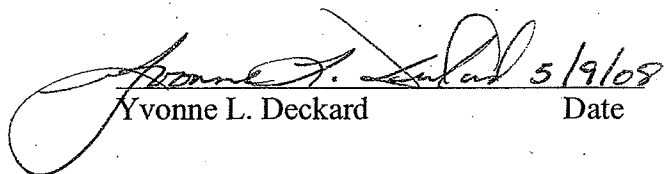
The City of Portland (hereinafter "City") and the Portland Fire Fighters Association (hereinafter "PFFA") agree to the following terms and conditions for a successor collective bargaining agreement to their labor contract of July 1, 2005 to June 30, 2007:

1. The terms and conditions as set out in the attached interlineated Collective Bargaining Agreement, July 1, 2007 to June 30, 2010, with the following clarifications:
 - a. the 2007-2008 Wage Schedule at Schedule A shall be the 2006-2007 Wage Schedule increased by 2.7%;
 - b. the 2008-2009 Wage Schedule at Schedule A shall be the 2007-2008 Wage Schedule increased by 3.8%;
 - c. The Longevity section of the Wage Schedules at Schedule A shall be altered to reflect the new structure of 2% of Top Step Firefighter after completion of Fifteenth year of service, 4% of Top Step Firefighter after completion of Twentieth year of service, and 6% of Top Step Firefighter after completion of Twenty-Fifth year of service;
 - d. Paid Funeral Leave under the expanded definition of relative shall be prospective only.

2. In addition to the terms and conditions set out in the attached interlineated Collective Bargaining Agreement, the PFFA agrees to withdraw with prejudice the following Demands To Bargain and Grievances:
 - a. Demand To Bargain dated December 20, 2007, regarding FLSA Work Period;
 - b. Demand To Bargain dated December 27, 2007, revised January 10, 2008, regarding 2008 Multnomah County EMS Protocols & ROC Study;
 - c. Grievance dated February 27, 2008, regarding FLSA Work Period (SD&O file No. 2384; CoP L/ER File No. 2008-018);
 - d. Grievance dated February 27, 2008, regarding EMS Protocols (SD&O File no. 2384; CoP L/ER File No. 2008-019);
 - e. Grievance dated February 27, 2008, regarding Company Inspection Workload (SD&O File No. 2384; CoP L/ER File No. 2008-017).

For the City:

For PFFA:


Yvonne L. Deckard Date

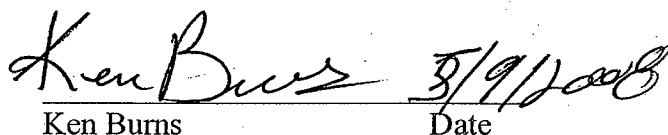

Ken Burns Date

TABLE OF CONTENTS

ARTICLE 1 PURPOSES.....

ARTICLE 2 RECOGNITION

ARTICLE 3 MANAGEMENT RIGHTS

ARTICLE 4 PRODUCTIVITY

ARTICLE 5 CREDIT FOR LEGISLATED BENEFITS

ARTICLE 6 UNION SECURITY

ARTICLE 7 HOURS OF WORK.....

ARTICLE 8 WAGES, SALARIES AND ALLOWANCES

ARTICLE 9 HOLIDAYS

ARTICLE 10 VACATION LEAVE.....

ARTICLE 11 SICK LEAVE

ARTICLE 12 OTHER LEAVES

ARTICLE 13 EXISTING CONDITIONS.....

ARTICLE 14 GRIEVANCE, COMPLAINTS AND ARBITRATION

ARTICLE 15 NO DISCRIMINATION.....

ARTICLE 16 SENIORITY.....

ARTICLE 17 EDUCATION BENEFITS.....

ARTICLE 18 HEALTH AND WELFARE.....

ARTICLE 19 LIFE INSURANCE

ARTICLE 20 POLYGRAPH EXAMINATION

ARTICLE 21 DEFERRED COMPENSATION PROGRAM.....

ARTICLE 22 SAVINGS CLAUSE.....

ARTICLE 23 RELEASE TIME

ARTICLE 24 PENSION BOARD TIME

ARTICLE 25 PAYROLL BANKING.....

ARTICLE 26 DISCIPLINE.....

ARTICLE 27 VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION

ARTICLE 28 COMPANY INSPECTIONS.....

ARTICLE 29 DRIVING PRIVILEGES.....

ARTICLE 30 TERMINATION AND DURATION

SCHEDULE A - SALARY RATES.....

LABOR MANAGEMENT COMMITTEE

ATTACHMENT A

ATTACHMENT B

ARTICLE 1 PURPOSES

This Agreement, entered into by the City of Portland (hereinafter referred to as the City) and the Portland Fire Fighters' Association, Local 43, IAFF (hereinafter referred to as the Union), respectively, has as its purposes the establishment of wages, hours and working conditions of members of the bargaining unit and the promotion of mutual understanding between the parties.

ARTICLE 2 RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours and working conditions for all sworn personnel of the Bureau of Fire, excluding the City Fire Chief, Fire Marshal, Division Chief, Deputy Chief, and Assistant Fire Marshal.

ARTICLE 3 MANAGEMENT RIGHTS

The City retains all rights except as those rights are limited by specific provisions of this Agreement. Nothing anywhere in this Agreement (for example, but not limited to, the recognition provisions) shall be construed to impair the right of the City to conduct its business in all particulars except as modified by the specific provisions of this Agreement, and subject to applicable laws, civil service, and other regulations. Except as especially modified or restricted by this Agreement the City's reserved rights include, by way of description and not by way of limitation, the exclusive right in accordance with its judgment to reprimand, suspend, demote, discharge, or otherwise discipline employees for just cause except as modified in Article 26 of this agreement; hire, promote, transfer, lay off and recall employees to work; maintain the efficiency of employees; (install incentive bonus plans); or expand, reduce, alter, combine, transfer, subcontract out; assign or cease any job, operation or service, inside or outside the City limits of Portland; control and regulate the use of equipment and other property of the City; determine the number, location and operation of bureaus, divisions, and other units of the City, or services to be provided, the schedules of service, the assignment of work, and the size and composition of the work force; introduce new and improved research, development, maintenance, services and methods, materials, and equipment, and otherwise generally manage the City and direct the work force.

The City's not exercising any function hereby reserved to it, or by exercising any such function in a particular way, shall not be deemed a waiver of its rights to exercise such functions or preclude the City from exercising this Agreement, if not in conflict with the terms of this Agreement.

Nothing in this Agreement shall preclude the City Council from exercising its authority to classify, or reclassify positions and to establish entrance and promotional examination requirements. Employees shall perform all work assigned that is reasonably within the scope and terms of the classification specification, though not specifically described therein.

ARTICLE 4 PRODUCTIVITY

It is the intent of the parties to achieve and sustain maximum productivity per employee within his/her classification during the term of this Agreement. In return to the Employer for the wage rates and conditions herein provided and consistent with the principle of a fair day's work for a fair day's pay, the Union pledges its agreement with the objective of achieving the highest level of employee performance and efficiency consistent with safety, good health and sustained effort.

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.

ARTICLE 6 UNION SECURITY

A. **Check Off.** The City agrees to deduct the Union membership dues once each month from the pay of those employees who individually authorize, in writing, that such deductions be made. The amounts to be deducted will be certified to the City by the Treasurer of the Union.

B. **Fair Share.** All employees covered by this Agreement shall within thirty (30) days following appointment, either (1) become and remain a member of the union, or (2) tender to the Union his/her fair share of the cost of negotiating and administering the Labor Agreement. If the employee has not joined the Union by the required time, the Fair Share will be automatically deducted from the employee's paycheck by the City and paid to the Union. Provided that no employee will be required to pay a fair share pursuant to this Article if the employee's refusal is based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount of money equivalent to regular dues and initiation fees and assessments, if any, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the City that this has been done. 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.
- 2) Five (5) eight (8) hour days, 2 consecutive days off
- 3) Any schedule presently regularly worked by Association members.
or
- 4) Any other schedule mutually agreed upon by the parties.

B. The standard work schedule:

- 1) ~~Effective July 1, 2005, t~~The standard work schedule for suppression employees is an approximately 52.08 53-hour work week.
- 2) ~~Effective June 28, 2006, two (2) additional Kelly Days will be added to the standard work schedule for suppression employees resulting in an approximately 52.08-hour work week.~~

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

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.

B. Apparatus Operator Certification. All unit 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 and a valid state Drivers License. Effective July 1, 2007, all unit members who earn and maintain DPSST Apparatus Operator certification and hold a valid state Drivers License shall receive an Apparatus Operator's Premium of two percent (2%) of the top step Fire Fighter base hourly rate. Effective July 1, 2008, all unit members who earn and maintain DPSST Apparatus Operator certification and hold a valid state Drivers License shall receive an Apparatus Operator's Premium of three percent (3%) of the top step Fire Fighter base hourly rate.

C.B. 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 Lieutenants, Harbor Master, Fire Fighter Specialists, Fire Battalion Chiefs (40-hour), Fire Investigators, certified Fire Inspector Specialists, Special Hazards Inspector, Public Assembly Inspector, and Senior Inspector Specialists will receive six (6) percent over the regular wage for the basic classification. Personnel below the rank of Captain assigned as Driver Instructor in Training, Uniform & Equipment Officer, or Recruiter in Human Resources and work a 40-hour week will be paid the same rate as Fire Training Officer. Upon being promoted to a higher line classification, such employees will be appointed at the entry rate for the new class. Should the rate for the premium pay assignment be higher than the entry rate for the new promotion class, the employee's salary (including premium) upon promotion shall be set at the lowest step which results in a pay increase, and will remain at that step until the employee has served sufficient time in grade to be eligible for a pay increase. Employees assigned as an EMS Specialist from the rank of Fire Lieutenant will be placed on the step in the pay range for EMS Specialist which reflects their time in grade as a Fire Lieutenant and they shall retain their Fire Lieutenant anniversary date for future salary increases while assigned as EMS Specialist. If an employee is assigned as an EMS Specialist from the rank of Fire Fighter, the rules for promotion as stated above shall apply.
- 3) **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) **EMS Division.** EMS Coordinator hourly salary rate shall be based on the following formula: (Staff Captain salary plus a premium of 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 11% of top step Fire Fighter base hourly rate).
- 5) **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 ("assigned paramedics") shall receive a premium of 11% of top step Fire Fighter base hourly rate over their regular rate for the period of time assigned as a paramedic. ~~Effective July 1, 2005, the number of assigned paramedics receiving the 11% premium shall be limited to 136 as determined by seniority as paramedic. Effective October 6, 2005, the number of assigned paramedics receiving the 11% premium shall be limited to 137 as determined by seniority. Effective June 28, 2006,~~ the number of assigned paramedics receiving the 11% premium shall be limited to 138 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 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.
- 6) Paramedics assigned to the EMS Section as an EMS Specialist or EMS Coordinator will be included in the cap of ~~136~~/138 paramedics. However, FF/Paramedics and Lt./Paramedics assigned to the EMS Section as EMS Specialists will not receive the 11% premium as it is already figured into their wage structure. This cap of ~~136~~/138 paramedics may increase or decrease depending on whether additional companies are opened or existing companies are closed. In the event a certified unassigned paramedic substitutes for an assigned paramedic, s/he shall receive the 11% premium on an hour-for-hour basis. Vacancies in the assignment of paramedics in EOPs shall be filled by the most senior certified paramedic indicating an interest in such an assignment.

The parties agree that paramedic officers currently receiving the 11% premium will have their premium rate "red-lined" (i.e., frozen) until the paramedic premium exceeds the paramedic officer's red-lined premium rate.

- 7) **Technical Rescue Team.** Certain employees who perform additional work by serving in the Technical Rescue Team shall receive a premium of six percent (6%). To be eligible for this premium, the employee must meet all of the following criteria:
- a) Be assigned to Station 1, *and*
 - b) Meet DPSST requirements for *all* of the following:
 1. Rope Rescue
 2. Trench Rescue
 3. Confined Space Rescue
 4. Vehicle/Mechanical Rescue

5. Structural Collapse Rescue

6. Tunnel Rescue

c) 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.

- 8) 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.
- 9) 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.
- 10) Marine Operations – Water-based. Effective July 1, 2009, those employees certified for and assigned to one of the Water-based Marine Operations units (presently Stations 6 & 17) in the assignment of Deckhand or Officer shall receive six percent (6%) over their regular wage rate for their Firefighter or Officer classification. Pilots and Engineers assigned to Water-based Marine Operations in those capacities will not receive the premium, as their Marine Operations duties are already figured into their wage structure.

Assignment and required certifications shall be at the sole discretion of the Bureau. Additionally, the Bureau may require that incumbents to Water-based Marine Operations assignments successfully pass an annual evaluation based on criteria established by the Bureau.

- 11) Marine Operations – Land-based. Effective July 1, 2009, those employees certified for and assigned to the Land-based Marine Operations unit (presently Station 24) shall receive six percent (6%) over their regular wage rate for their classification.

Assignment and required certifications shall be at the sole discretion of the Bureau. Additionally, the Bureau may require that incumbents to Land-based Marine Operations assignments successfully pass an annual evaluation based on criteria established by the Bureau.

- 12) Dive Rescue Team. Effective July 1, 2009, those employees certified for and assigned to the Dive Rescue Team shall receive additional pay of six percent (6%) of the top step Fire Fighter base hourly rate. Assignment to the Dive Rescue Team shall be limited to thirteen (13) members or such other number as the Bureau, in its sole discretion, may establish, and may be restricted to employees assigned to a designated Dive Rescue Team station(s).

Assignment and required certifications shall be at the sole discretion of the Bureau. Additionally, the Bureau may require that incumbents on the Dive

Rescue Team successfully pass an annual evaluation based on criteria established by the Bureau.

D. Investigators

1. Effective June 13, 1996, the Investigators will receive a 6.3% premium over their base pay of Fire Inspector/Fire Lieutenant.
2. Investigators who failed to become certified and remain in the unit shall receive a discounted premium until they are certified. However, in the event an Investigator is unable to become certified due to scheduling difficulties with DPSST or UFC, the premium will continue.
- 2.3. Investigators who are assigned to standby will receive \$4.75 per hour for standby time. Effective July 1, 2008, investigators who are assigned to standby will receive \$7.80 4.75 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.
- 3.4. Investigators on standby will carry a pager beeper, 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.
- 4.5. 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.
6. If after the initial 9 months of the new schedule, Investigators on standby have been called back to work on average in excess of twice per weekend, the parties' agree to reopen these standby provisions in order to determine if modification are needed in order to maintain the parties' intent that standby time is not compensable hours worked for overtime purposes.
- 5.7. Call shifts to replace the night 4-10 Investigator will be paid at time and a quarter at the 40-hour rate.
- 6.8. The following practices will continue:
 - a. Investigators on the 4-10 40-hour schedule will be paid at the 40-hour rate.

- b. Shift Investigators on the 14/10 42 hour schedule will be paid at the 42 hour rate.
- c. Employee held over beyond their shift will be paid at time and one half for hours actually worked.
- d. Call back pay will be at time and one half for hours actually worked with a minimum of 4 hours of pay.
- e. Call shifts to replace the Shifts Investigators will be paid at time and one quarter at the 42 hour rate.
- f. Investigators will be paid overtime in accordance with the Police exemption under the Fair Labor Standards Act; time and one-half for hours worked in excess of 171 hours in a 28 day period.

E. Fire Investigation Canine. A Portland Fire & Rescue Canine Handler who has a Fire Investigation Canine kenneled at their residence shall be paid one-half (½) hour of pay at his/her regular wage rate for performing kennel duties on each on-duty day and one (1) hour of pay at his/her regular wage rate for performing kennel duties on each off-duty day. Handlers shall receive the off-duty kenneling pay rate for each day while on the following paid status: vacation, jury duty, compensatory time off, or deferred holiday. Handlers shall not receive additional kenneling pay for days while on the following paid or unpaid status: military leave, sick leave, or injury leave.

F.C. Court Time. When required to testify in court during their normal work shifts, bargaining unit members shall be allowed time off for this purpose at no loss of wages. When a bargaining unit member is required to testify in court on a holiday or on the bargaining unit member's regular day off or outside the bargaining unit member's regular work shift, the bargaining unit member shall be compensated at time and one-half the bargaining unit member's regular pay for the actual time spent in court, or four (4) hours, whichever is more, provided the court time is a direct result of official duties performed for the Portland Bureau of Fire, Rescue and Emergency Services.

G.D. Call Back. Off-duty employees covered by this Agreement, regardless of their pay range, when responding to a call back for "Greater Alarm" or other emergency, and if the off-duty employees report to their assignment within one hour of the official time of call, as registered on the Greater Alarm Call List and Report, PFB Form 100.13, shall be compensated at their base rate for six hours' duty, or for one and one-half times the actual time served on call back, whichever is greater. Those members pre-assigned by General Order 3 to the fire line and who receive their time cards at the scene of the emergency location, shall be allowed to subtract 30 minutes from the fire line check-in time to allow for travel time from their home station to the fire line.

All members who respond to a call back and whose check-in time indicates a response later than one hour from the official notification of the call back as registered on PFB Form 100.13, and all other employees held over for duty from an on-duty status, shall be compensated at their base rate at one and one-half time the actual time served.

H.E. 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.

I.F. Clothing Allowance. The City will continue its present policy with respect to the furnishing and cleaning of uniforms for employees covered by the Agreement. A clothing allowance of \$390.00 per year will be furnished to those personnel whose assigned duty usually requires the wearing of civilian clothing. **Effective July 1, 2008, a 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.

J.G. Call Time. All call time worked in circumstances presently requiring a callman shall be compensated at 1 ¼ the base rate normally earned for such work.

K.H. 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 between the employee and his/her supervisor. However, with the understanding that employees work in a public safety environment, the taking of compensatory time off will not be unreasonably denied. Any compensatory time remaining at the end of the fiscal year will be paid in cash or, by mutual agreement, may be carried over into the next fiscal year. In the event that an employee transfers from one bureau to another, any compensatory time will be paid or used before such transfer or, at the employee's request, accrued compensatory time shall be transferred, along with necessary funds to cover such compensatory time, to the bureau receiving the transferred employee. Employees may receive once per fiscal year, at their request, a payout of any amount of accrued compensatory time.

L.I. Longevity. Employees who have completed their **Fifteenth (15th)** ~~twenty-third~~ year of service as a sworn member of the bureau shall receive longevity pay of 2 3.4215% of the top step Fire Fighter base hourly rate in addition to their regular rate. **Employees who have completed their Twentieth (20th) year of service as a sworn member of the bureau shall receive longevity pay of an additional 2% of the top step Fire Fighter base hourly rate in addition to their regular rate, for a total longevity pay of 4%.** **Employees who have completed their Twenty-Fifth (25th) year of service as a sworn member of the bureau shall receive longevity pay of an additional 2% of the top step Fire Fighter base hourly rate in addition to their regular rate, for a total longevity pay of 6%.**

ARTICLE 9 - HOLIDAYS

A. Those employees who work a regular 40-hour work week (as distinguished from those who work a 52.08 53-hour work week as noted above) shall receive the following paid holidays:

| | |
|------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Veteran's Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

Three (3) days per calendar year to be taken at a time mutually agreeable to the employee and the City and every day appointed by the President or the Governor of the State of Oregon as a universal holiday for all citizens.

B. Whenever one of the above-listed holidays falls on a Saturday, the Friday before shall be considered as a holiday and paid for as such. Whenever a holiday falls on Sunday, the following Monday shall be considered a holiday and paid for as such.

Employees whose regularly scheduled work day falls on the Friday or Monday noted above should not report for work on that holiday. He/she shall be paid for that holiday based on his/her regular rate of pay and the number of hours he/she is normally scheduled to work on that day. Employees whose regular work schedule results in the Friday or Monday noted above being a normally-scheduled day off shall receive deferred holiday time for the number of hours of a regular work day. Deferred holiday time shall only be scheduled for use at a time that is mutually agreed upon by the employee and his/her supervisor.

Notwithstanding the foregoing, employees assigned to those functions which operate seven (7) days per week, twenty-four (24) hours per day, will observe Christmas on December 25 and New Year's on January 1.

Eligible 40-hour-per-week employees shall receive their regular pay for each of the holidays set forth above on which they perform no work. In addition to an employee's holiday pay s/he shall be paid the overtime rate for any holiday s/he is required to work or shall receive compensating time and one-half off.

Deferred holiday and holiday Such compensating time off shall be scheduled by mutual agreement between the employee and the Employer. However, if the taking of **deferred holiday or holiday** compensatory time would result in the bureau's having to provide a replacement employee, the request for such **deferred holiday or holiday** compensatory time may be denied. The **deferred holiday and holiday** compensatory time, **together** not exceeding sixty (60) hours, may be carried from one calendar year to the next.

~~**B. Those employees who are scheduled on a 42 or 53 hour per week basis, twenty-four (24) hours on duty and forty-eight (48) hours off duty, etc. shall continue to receive extra vacation time in lieu of holidays.**~~

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) **~~53~~— APPROXIMATELY 52.08 – HOUR WEEK UNIFORMED MEMBERS:**

| <u>Years of Service</u> | <u>Accrual Hours Per Pay Period</u> | <u>Hours of Vacation</u> | <u>Shifts of Vacation</u> |
|-------------------------|-------------------------------------|--------------------------|---------------------------|
| 0 thru 4 | 9.23 | 240 | 10 |
| 5 thru 9 | 10.15 | 264 | 11 |
| 10 thru 14 | 11.08 | 288 | 12 |
| 15 thru 19 | 12.92 | 336 | 14 |
| 20 thru 24 | 13.85 | 360 | 15 |
| 25 thru 29 | 14.77 | 384 | 16 |
| 30 or more | 15.69 | 408 | 17 |

2) **42-HOUR WEEK UNIFORMED MEMBERS:**

| <u>Years of Service</u> | <u>Accrual Hours Per Pay Period</u> | <u>Hours of Vacation</u> |
|-------------------------|-------------------------------------|--------------------------|
| 0 thru 4 | 7.30 | 190 |
| 5 thru 9 | 8.02 | 209 |
| 10 thru 14 | 8.75 | 228 |
| 15 thru 19 | 10.21 | 265 |
| 20 thru 24 | 10.94 | 284 |
| 25 thru 29 | 11.67 | 303 |
| 30 or more | 12.40 | 322 |

3) **40-HOUR WEEK UNIFORMED MEMBERS**

(Ref.-Mun. Code 4.16.020, Eff. 8/31/78):

| <u>Years of Service</u> | <u>Accrual Hours Per Pay Period</u> | <u>Hours of Vacation</u> | <u>Shifts of Vacation</u> |
|-------------------------|-------------------------------------|--------------------------|---------------------------|
| 0 thru 4 | 3.08 | 80 | 10 |
| 5 thru 9 | 4.62 | 120 | 15 |
| 10 thru 14 | 5.38 | 140 | 17 ½ |
| 15 thru 19 | 6.15 | 160 | 20 |
| 20 thru 24 | 6.92 | 180 | 22 ½ |
| 25 or more | 7.69 | 200 | 25 |

B. Employees shall be allowed to carry over vacation time from one calendar year to the next, up to an amount equivalent to the **annual** vacation allowance earned by the employee in the preceding **twenty-four (24) months calendar year**. The only exceptions to this section are provided in sections **C, I, and K 3, 9 and 10**, below.

C. Employees who sign a commitment to retire in a specific calendar year shall be allowed to accrue vacation in addition to the provisions of section 2 of this article for the purposes of vacation payment upon termination of employment as provided for in General Order 39, section 6. The amount of vacation paid shall not exceed three years accrual and all vacation in excess of

three years accrual shall not be considered accrued vacation. Employees making a commitment to retire shall specify the date of their retirement and shall lose any accrued vacation in excess of the carry-over limit set in section 2, above if they do not retire on that date.

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 members 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 employees previous years total accumulation.

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

G. Except for Battalion Chiefs, the vacation sign up will be held during the last ten (10) days in January, for the next year's vacation usage; employees will make their selections for the period February 1 through January 31.

H.

1) Except for Battalion Chiefs, the maximum number of ~~53~~approximately 52.08-hour members, including company officers, allowed on vacation shall be no more than one-fifth (1/5) of the total suppression personnel on each day.

2) ~~Effective upon ratification, t~~The maximum number shall be 35 ~~until June 28, 2006. Effective June 28, 2006 through June 30, 2007, the maximum number shall be 33. This subsection expires on June 30, 2007.~~

I. No member shall lose any vacation as a result of the lack of vacation slots. To this end employees agree to make a reasonable effort to use their vacation to avoid exceeding the maximum accumulation allowed in this article.

If an employee has made a reasonable effort to use their vacation but is unable to schedule the minimum shifts necessary to stay under the maximum accumulation, the following steps will be taken. First, after the regular rotations described in section 5, above, are completed, these employees will select among any remaining vacation slots in the bureau based on their bureau-wide seniority on the same rotational basis. Employees will be required to select at least one shift per rotation. Second, any vacation remaining to these employees after all City vacation slots are filled will be held over until the next year's selection. Any vacation held over in this manner

must be used with one additional shift of vacation for the employee's first selection of the next year.

J. An employee who is regularly scheduled to work forty (40) hours per week may elect to "bank" vacation leave in a manner similar to that which is provided in subsection 11 below. Employees who elect to "bank" said vacation leave shall notify the bureau of their intent to do so no later than the end of the first pay period ending in December of each year. Said notification shall clearly state the number of hours to be "banked," certify that said hours are vacation hours as provided herein and be signed by the employee.

~~K. When an employee transfers from a 42 or 53 to a 40-hour schedule, the vacation balance will be converted to a 40-hour equivalent. If the converted vacation total is in excess of the 40-hour maximum accrual, the employee may immediately elect to have the excess amount removed from the employer's computerized report to be reinstated when they transfer back to a 42 or 53-hour schedule. Effective June 28, 2006 those employees who are scheduled on a 42 or approximately 52.08-hour-per-week basis~~ when an employee transfers from a 42 or approximately 52.08 to a 40-hour schedule, the vacation balance will be converted to a 40-hour equivalent. If the converted vacation total is in excess of the 40-hour maximum accrual, the employee may immediately elect to have the excess amount removed from the employer's computerized report to be reinstated when they transfer back to a 42 or approximately 52.08 hour schedule. This additional time will not be used or lost for the duration of the 40-hour assignment and can only be used for retirement payoff or pursuant to subsection 3 above.

~~L. The conversion factor for employees who transfer between the 53 and 40-hour shifts is 1.325 (.7547) and 53 and 42 is 1.262 (.7925). Effective June 28, 2006~~ the conversion factor for employees who transfer between the approximately 52.08 and 40-hour shifts is 1.302 (.768) and 52.08 and 42 is 1.24 (.806).

M. An employee regularly scheduled to work forty (40) hours per week who has vacation "banked" pursuant to subsection 10 and who retires may receive a pay off 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. To be eligible for the benefit provided in this subsection, the employee must sign a commitment to retire as provided in Article 10, Section 3 of this Agreement.

~~N. If an employee who has vacation "banked" pursuant to subsection 10 above subsequently retires before transferring back to a 42 or 53-hour schedule, up to 270 hours of the excess vacation that was "banked" shall be paid off at the 40-hour rate. Effective October 6, 2005 if an employee who has vacation "banked" pursuant to subsection 10 above subsequently retires before transferring back to a 42 or 52.54-hour schedule, up to 270 hours of the excess vacation that was "banked" shall be paid off at the 40-hour rate. Effective June 30, 2006~~ if an employee who has vacation "banked" pursuant to subsection 10 above subsequently retires before transferring back to a 42 or 52.08-hour 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.

For an employee who has signed a commitment to retire as provided in Article 10, Section 3, the maximum of non-banked vacation hours would not exceed 600 hours.

O. If an employee who has vacation "banked" pursuant to subsection 11 or subsection 10 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.

ARTICLE 11 - SICK LEAVE

A. 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 ~~5.3 hours for those working a fifty-three (53) hour-per-week shift.~~ **Effective June 28, 2006, sick leave credit shall be accumulated at a bi-weekly rate of** approximately 5.208 hours for those employees working an approximately 52.08 hour-per-week shift.

Sick leave utilization shall be available after three (3) months' employment.

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 a physician's certificate. A physician's certificate is required when off duty more than fourteen (14) consecutive calendar days.

~~Fifty-three (53) hour employees will be permitted to use a maximum of four (4) consecutive twenty-four (24) hour shifts' sick leave without a physician's certificate.~~ **Effective June 28, 2006, A**pproximately 52.08 hour employees will be permitted to use a maximum of four (4) consecutive twenty-four (24) hour shifts' sick leave without a physician's certificate. A physician's certificate is required when off duty more than four (4) consecutive twenty-four (24) hour shifts.

The required certificate mentioned above must be submitted upon return to duty but in no case longer than the 31st day from the initial day of sick leave. A certificate must also be submitted for each continuous 60-day period that an individual is off following the 31st day. The 60-day certificate requirement can be waived at the Bureau's discretion for those on extended sick leave.

At the time a certificate is submitted, the member shall provide the Battalion Administrative Captain with one of the following: date of return to duty, date of anticipated return to duty, or date of next physician appointment.

Notwithstanding the above, the Fire Bureau may request, for cause, an employee to provide a physician's certification for sick leave.

There shall be no requirement that an employee stay at home during his/her normal working hours while he/she is on sick leave.

~~Effective upon ratification, an employee who has used forty-eight (48) hours or less of sick leave during the previous calendar year, shall have the option of converting twenty-four (24) hours of accumulated sick leave to twenty-four (24) hours of vacation. An employee who elects to convert said sick leave shall notify the bureau of their intent to do so no later than the end of the first pay period ending in December of each year. The notification shall state the number of hours to be "converted" and be signed by the employee. The conversion of hours will be included in the employee's accrued vacation balance and be available for use after the second pay period in January of each year. This provision expires on June 30, 2007.~~

B. An employee who has accumulated sick leave at the time of his/her 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 53-hour-per-week work schedule shall receive payment in an amount equal to thirty (30) percent of the first six hundred and thirty six (636) hours of accumulated sick leave, fifty (50) percent of the second six hundred and thirty six (636) hours, and seventy (70) percent of all accumulated sick leave in excess of twelve hundred and seventy two (1272) hours up to a maximum of 2,735 hours.~~
 - 3) ~~Effective June 28, 2006, a~~ An employee on an approximately 52.08-hour-per-week work 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 2,688735 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.
- 4) The City will pay lump sum cash payment equal to one hundred percent (100%) of unused sick leave to the surviving dependents, or an estate established for the sole purpose of caring for such dependents, of any employee who dies prior to retirement.
 - 5) 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 incurred at the emergency scene within one month of the incident the City will furnish to his/her widow or heirs the sum of \$12,000.00 ~~7,500.00~~ to help with the funeral costs.
 - 6) 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. A maximum of five (5) days or 2 shifts of sick leave per year may be used as provided in this section. The employee shall be required to submit a doctor's certificate for any absence of three (3) days or more within a period of five (5) working days or more than one (1) shift.

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 Leaves.** An employee absent from duty by reason of the death of his or her 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-grandparent** grandchildren, sister, brother, father-in-law, mother-in-law, sister-in-law, **and brother-in-law, or equivalent relative of an employee with a domestic partner** shall be allowed three (3) days' funeral 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 for forty (40) hour personnel and one (1) twenty-four (24) hour shift for **fifty-two point zero eight three (52.083)** hour personnel shall be allowed for necessary funeral travel time or, under exceptional circumstances, any other purpose relative to a funeral.

D. Upon proper notification to 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.

ARTICLE 13 EXISTING CONDITIONS

A. All mandatory conditions of employment relating to wages, hours, and working conditions not specifically mentioned in this Agreement shall remain at not less than the level in effect at the time of the signing of this Agreement. Any disagreement between the Union and the City with respect to this section shall be subject to the Grievance Procedure.

B. Issuing Changes in Orders, Rules or Procedures.

The following number General Orders are agreed may affect working conditions, and The City agrees to notify the Union prior to implementing changes in any such General Orders. The City agrees to confer about the results of such changes if requested to do so, within ten (10) days of receipt of the notice to the Union.

Nos. 6, 13, 15, 27, 28, 31, 34, 38, 39, and 42.

C. The Association shall have the right to appoint one member to the Fire Bureau's Administrative Publications Committee (General Orders Committee). The duties and responsibilities of the Committee will be determined by the Chief. The Association member of the Committee shall have all the rights and privileges accorded other members.

ARTICLE 14 GRIEVANCE, COMPLAINTS AND ARBITRATION

Section 1. General. To promote better employer-employee relationships, both parties pledge their immediate cooperation to settle any grievance or complaints that might arise out of the application of this Agreement and the following procedure shall be the sole procedure to be utilized for that purpose. Any settlement of a grievance under this Article, which would alter or amend the terms of this agreement or any side bar agreement or memorandum of understanding shall not be binding on either party unless the settlement, or memorandum of understanding or a side bar agreement, is approved in writing by the president of the Association and the Director of the Bureau of Human Resources. Facts and practices that occurred prior to October 28, 1994 shall not be relevant nor used as a basis for any grievance raised by any Fire Battalion Chief.

Section 2. Process.

Step 1. The aggrieved employee or the Association, with or without the employee, may take up the grievance or dispute with the employee's supervisor outside the bargaining unit within fourteen (14) calendar days of its occurrence.

Step 2. If the matter is not settled within fourteen (14) calendar days of reference to the supervisor, the matter shall be reduced to writing, including but not limited to the nature of the grievance, the section of the contract allegedly violated, specifically how the contract has been violated, and any requested action, and presented to the Chief within fourteen (14) calendar days of the expiration of the fourteen (14) calendar-day period for settlement with the supervisor.

Step 3. If the matter is not settled within fourteen (14) calendar days of receipt by the Chief, the Association shall have the right to submit the grievance in writing to the Human Resources Director within fourteen (14) calendar days of the expiration of the fourteen (14) calendar-day period for settlement with the Bureau Head. The Human Resources Director shall make a recommendation to the Commissioner in charge.

Step 4. Should the parties fail to settle the dispute at the level of the Human Resources Director and Commissioner in charge within fourteen (14) calendar days from the date of submission to the Human Resources Director, the Association shall have the right to submit the matter to arbitration. In the event the Association elects to do so, it must notify the Human Resources Director of its decision in writing within fourteen (14) calendar days from the expiration of the fourteen (14) calendar day period for settlement with the Human Resources Director. After the grievance has been so submitted, the parties or their representatives shall jointly request the Employment Relations Board for a list of names of seven (7) arbitrators. The parties shall select an arbitrator from that list by such method as they may jointly select, or if they are unable to agree upon a method, then by the method of alternate striking of names under which the grieving party shall strike the first name objectionable to it, and the Employer shall then strike the first name objectionable to it. The final name left on the list shall be the arbitrator.

The arbitrator's decision shall be final and binding on both parties, but the arbitrator shall have no power to alter in any way the terms of this agreement. The decision of the arbitrator shall be within the scope and terms of this agreement and the arbitrator shall be requested to issue the decision in writing, indicating findings of fact and conclusion, to both parties within thirty (30) days after the conclusion of the proceedings, including filing of briefs, if any. It may

also provide retroactivity not exceeding sixty (60) days prior to the date the grievance was filed and shall state the effective date.

Expenses for the arbitrator's services and the proceedings shall be borne by each party in equal share. However, each party shall be responsible for any other expenses incurred by them.

The parties agree that the grievance procedure is the exclusive remedy for disputes regarding issues covered by the bargaining agreement. As such, the parties agree not to represent or support actions by employees, outside of the grievance procedure, on issues covered by the bargaining agreement. This does not prohibit the Union from using any outside process, as provided by ORS 243.650 to 243.782, for enforcement of the contractual grievance procedure.

ARTICLE 15 NO DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, sexual orientation, creed, national origin, handicap status, religion, political affiliations, or Union affiliation. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees. The Union shall share equally with the City the responsibility for applying the provisions of this Article.

The City agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the City or City representatives against any employee solely because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause, provided such activity or other cause does not interfere with the effectiveness and efficiency of City operations in carrying out its responsibility to the public.

ARTICLE 16 SENIORITY

The Fire Bureau shall maintain, in their General Orders, a procedure for review of probationary employees. The Association President shall receive notice of revisions in the Probationary General Order 10 days prior to its implementation. All members that are involved in a one (1) year probationary period will be excluded from traveling status until they have successfully passed that probationary period, at which time they will enter the traveling pool. It is not the intention of the City to use probationary employees to replace Paramedics on ALS rescues.

In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any employee who is to be laid off who has advanced to his/her present classification from a lower classification in which s/he held a permanent appointment shall be given a position in a lower classification. His/her seniority in the lower classification shall be established according to the date of his/her permanent appointment to that classification. Employees shall be called back from layoff according to seniority in the classification from which the employee was laid off. No new employees shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work.

ARTICLE 17 - EDUCATION BENEFITS

The parties agree that:

- A. With prior approval, the City will reimburse tuition costs for successful completion of approved courses taken at an accredited college.
- 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.
- C. The bargaining unit 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 nine (9) 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 100 percent of the cost of tuition, not to exceed the current cost of nine (9) under-graduate credit hours at Portland State University. **Effective July 1, 2008, 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) under-graduate credit hours at Portland State University. Disbursement shall only be made to City employees.**
- E.
- F. Reimbursement is authorized for tuition and registration fees only. Other expenses will not be covered.
- G. **Effective July 1, 2008, the City's maximum obligation shall be Twelve Thousand Dollars (\$12,000) per year for eligible applications submitted by the appropriate due date.**
- H. Class attendance will be non-compensable time.
- I. The Chief or his/her designee may require additional education which will not be charged against the **thirteen-and-a-half nine (13.59)** quarter hours maximum.
- J. The City will provide a copy of all listed promotional study material to each station for their library. In addition, **effective July 1, 2008, the City will provide copies of all study 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. twenty (20) copies will be maintained at a central library and will be available for loan to personnel who are studying for promotional examinations.**

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 12 members. One member shall be appointed from each of the following labor organizations: the District Council of Trade Unions (DCTU), the Portland Fire Fighters' Association (PFFA), the City of Portland Planning and Engineering Employees Association (COPPEA), AFSCME, Local 189 representing Emergency Communications Operators (BOEC), Municipal Employees, Local 483 representing Recreation Instructors (Recreation) and the Portland Police Commanding Officers Association (PPCOA). The remaining six members shall be appointed by the city.
- 2) A quorum of ten 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.
- 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 10 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.
- 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** ~~have a Standard Hours designation of~~ at least seventy-two hours **per in-a** 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** ~~has a Standard Hours designation of~~ at least forty hours but less than seventy-two hours **per in-a** 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** ~~are in-a pay status for less than~~ 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:
 - a) CityCore/Vision (VSP)/Dental (ODS),
 - b) CityCore/Vision (VSP)/Dental (Kaiser),
 - c) Kaiser NW HMO/Kaiser Vision/ Kaiser NW Dental, or
 - d) Kaiser NW HMO/ Kaiser NW Vision/ODS Dental
 - e) ODS Dental, or
 - f) Kaiser NW Dental

C. Benefit Costs City Contributions 2005-2006

- 1) ~~Effective July 1, 2005 the City shall make contributions to the Health Fund for each self-insured medical plan participant in the amounts set forth below adjusted by the full annual percentage increase in the Portland-Salem OR WA medical care component in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) current base period measured by the reported percentage change between the second half of 2003 and the second half of 2004 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%)~~

| | | |
|---------|-----------|--------------------|
| Medical | One Party | \$277.90 per month |
| | Two Party | \$547.76 per month |
| | Family | \$737.84 per month |
| Dental | One Party | \$45.46 per month |
| | Two Party | \$78.51 per month |
| | Family | \$139.50 per month |
| Vision | One Party | \$4.51 per month |
| | Two Party | \$8.22 per month |
| | Family | \$10.95 per month |
| Total | One Party | \$327.87 per month |
| | Two Party | \$634.49 per month |
| | Family | \$888.29 per month |

- 2) ~~The City's total contribution for insured plan participants shall be limited to the actual insured plan premium rate, not to exceed the amounts set forth above. Should the insured plan premiums exceed the cost of the City's self-insured core plan, the parties agree that the Benefits Manager and the Labor/Management Committee will use their best efforts to control the cost of the insured plans, including consideration of benefit redesign, replacement of the current insured plan with other insured plans, or with new self-insured plans.~~
- 3) ~~If the City's contribution plus the employee contribution in C1 and D1 is less than the self-insured or insured plan costs, the difference shall be paid by employees through a pre-tax payroll deduction each payday (except for the third payday in a month). In the alternative, if the City's contribution plus the employee contribution in C1 and D1 is less than the self-insured core plan or insured plan costs, the Committee may recommend to require the difference be paid from any available excess reserves in the Health Fund. For purposes of these calculations, "plan costs" for the self-insured and insured plans shall be defined to include domestic partners insurance, and insured and self-insured medical, dental, vision and prescription drug benefit plans.~~
- 4) ~~The amount the city shall contribute to the Health Fund for each self-insured medical plan participant shall be established annually and will be documented in the form of a Memorandum of Agreement.~~

~~D. Employee Contributions 2005-2006~~

- 1) ~~Effective July 1, 2005, each payday (except for the third payday in a month) each employee on the self-insured plan shall pay the following amount through a pre-tax payroll deduction:~~

One Party \$6.00 per payday
Two Party \$12.00 per payday
Family \$18.00 per payday

~~E. City Employee Contributions 2006-2007~~

- 1) Effective July 1, 2007~~6~~, the City shall contribute ninety-five percent (95.0%) of the combined of the total medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies) for ~~each of the options 4(a), (b), (c), or (d)~~ provided in Section B, 4 above. Each employee shall contribute five percent (5.0%) of the combined total rates adopted by the City Council for the one party, two party or family enrollees (whichever applies).⁴ Contributions for part-time employees shall be prorated as provided in Subsection B.2. of this Article. Once plan rates for the 2006-2007 benefit year have been adopted by the City Council, the respective City and Employee contribution amounts shall be computed and be entered into the appropriate lines below:

~~a. CityCore Medical /VSP Vision /ODS Dental Option~~

- ~~1) City contribution shall be: _____.~~
~~2) Employee contribution shall be: _____.~~
~~3) Actual Total Rates equal: _____.~~

~~b. CityCore Medical /VSP Vision /Kaiser NW Dental Option~~

- ~~1) City contribution shall be: _____.~~
~~2) Employee contribution shall be: _____.~~
~~3) Actual Total Rates equal: _____.~~

~~c. Kaiser NW HMO /Kaiser NW Vision / Kaiser NW Dental Option~~

- ~~1) City contribution shall be: _____.~~
~~2) Employee contribution shall be: _____.~~
~~3) Actual Total Rates equal: _____.~~

~~d. Kaiser NW HMO /Kaiser NW Vision /ODS Dental Option~~

- ~~1) City contribution shall be: _____.~~
~~2) Employee contribution shall be: _____.~~
~~3) Actual Total Rates equal: _____.~~

- 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 eEmployees who elect only ODS 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.

⁴ Contributions for part-time employees are also governed by Section B, 2.

Contributions for part-time employees shall be prorated as provided in Subsection B.2. of this Article.

D.F. Opt Out

- 1) Effective upon enrollment eligibility in the health benefit plan options described in **B.4. E** above, **full-time a benefits eligible** employees who **has** alternate group medical coverage may choose to opt out of City provided medical coverage. A full-time employee who chooses to opt out shall not be required to pay the employee premium contributions **in E** 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 |

Employees **opting out of plans under B.4.(a), (b), (c), or (d)** may elect to receive the cash payment as cash (subject to withholding) or as a pre-tax contribution into a Flexible Spending Account (MERP or DCAP).

- 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 2007-08 will be** as follows:

| | | |
|-------------------|-----------|---|
| City Contribution | One Party | <u>\$123.36110.94</u> per payday |
| | Two Party | <u>\$98.4688.54</u> per payday |
| | Family | <u>\$76.6568.93</u> per payday |

- 3) Effective July 1 **of each year, 2006**, the City contribution in **D. F, 2.** shall be adjusted to reflect the full annual percentage in the Portland -Salem OR WA medical care component in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) current base period measured by the reported percentage change between the second half of **each of the prior two years 2005 and the second half of 2004** 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.G. Domestic Partners

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

F.H. Health Fund Reserves

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

I.K. 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 continuation** 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 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 K~~ 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 K~~ 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 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.
 - 8) Article 18 ~~I K~~ 1 through 8 will expire June 30, 20107. Any employee who is covered by the provisions of Article 18 ~~I K~~ 1 will however continue to receive the insurance benefit contained in this section.

J.L. 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) year's service.

ARTICLE 19 LIFE INSURANCE

- A. The city shall provide each benefits eligible employee with a life insurance policy; said policy shall be secured and maintained in accordance with the city's existing practices.
- B. The value of the policy shall be no less than \$50,000, and if greater, shall be such amount as established by the City Council upon the recommendation of the Labor/Management Benefits Committee.
- C. The city shall make available supplemental life coverage on a voluntary, employee paid basis.

ARTICLE 20 POLYGRAPH EXAMINATION

As a condition of employment, no Fire Fighter shall be required to take a polygraph examination for any reason.

ARTICLE 21 DEFERRED COMPENSATION PROGRAM

The City shall allow employees covered by this Agreement to participate in the Deferred Compensation Program.

ARTICLE 22 SAVINGS CLAUSE

Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of said court shall apply only to the specific article, section or portion thereof, directly specified in said decision. Upon the issuance of such a decision, the parties agree to negotiate immediately a substitute, if possible, for the invalidated article, section or portion thereof.

ARTICLE 23 RELEASE TIME

A. Paid Release Time. The Employer and the Association 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 484 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 Association leave time will be reported on an appropriate time reporting form provided by management.

It is understood that all members of the Union's negotiating team up to a total of seven members will also be granted paid release time for purposes of collective bargaining and as such paid release time shall not be counted towards the 484 hour limitation.

B. Reimbursable Release Time. 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, 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 (1) in the event that total paid release time exceeds the maximum as listed in paragraph (a).

The Union agrees that it will make every good faith effort where possible to schedule such activities at a time which will not interfere with regularly scheduled work time of the responsible Union official.

Release time under this subsection shall be reported to management in the same format as paid release time as described above in paragraph (a). The release time shall not be denied to Association officers so long as operational considerations are met.

Officers and members of the Association who are granted release time under this section shall be paid at their regular hourly rate if they were performing their regular duties for the City. The Association shall reimburse the City at straight time rate for all release hours granted. The City shall submit a monthly statement to the Association itemizing the amount of the

Association's reimbursement obligation. The Association shall reimburse the City within ten (10) days of the receipt of the statement.

C. Non-paid release time. Authorized Union representatives, upon written requests from the Union, shall be given short term leaves of absence (less than (30) days) without pay to transact business for the Union in which they are a represented member. The Union will cooperate with the City by controlling requests for short term leaves to a maximum of three (3) employees off at any given time and in a manner which will minimize interference with the bureau's operations.

D. Release time for the Association President if the president is working on a 40-hour work week shall be dealt with as follows:

- 1) The City agrees to continue to pay the president full-time wages, fringe benefits and any other benefit a full-time represented employee would accrue, in order to protect his/her pension accrual. Provided that in consideration of a half-time release of the president from City duties, the Association agrees to reimburse the City for fifty percent (5 hours per day, 4 days a week) of the president's salary except for those days the president is on a recognized holiday, vacation, sick leave, injury or jury duty. If the president is a member of the Public Employees Retirement System, the City and the Association agree to abide by the rules and regulations of PERS regarding compensation and service credit.
- 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 Association 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 Association 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 section 5.
- 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:

- Paid or reimbursable release time attending disciplinary hearings, court, negotiations, arbitrations, City scheduled meetings, Executive Board meetings or attending to the serious injury or death of an Association member;
 - 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.
 - 7) In the event either party determines that the circumstances have changed to the extent that they wish to change this agreement, the parties will meet to discuss alternative arrangements.
 - 8) Exempt Release Time. The parties acknowledge that there are certain activities other than those specified in paragraphs (a) and (b) above that the association member may be required to attend. Generally, these meetings are for the benefit of the bureau or City. Normally, association members attending these types of meetings are considered on detail assignments. These types of activities will now be classified as Exempt Release Time (ERT). The parties agree that ERT must be approved by the Fire Chief or his/her designee and ERT shall not be considered reimbursable by the association nor shall it be counted towards the 450 484 hours accumulation in paragraph (a) above. Association officers attending investigatory interviews and those assigned to attend committee meetings where assignment to said committee was made through the labor management process will be granted Exempt Release Time (ERT).

E. If the Association President is working on a 52.08 hour work week, upon mutual agreement, the Association President's work schedule may be a combination of assigned work and Non-Paid Release Time. The Union shall provide payment to the City for that portion of Union President hours and medical, vision, dental and life insurance. Payment shall be made quarterly, calculated on the percentage of the total hours designated as President Release Time (PRT) in relation to the assigned work schedule for the position held by the Association President during the duration of his or her term.

ARTICLE 24 PENSION BOARD TIME

A. Exempt Release Time for Pension Activities During Scheduled Work Time.

- 1) No more than ~~one two~~ (1 2) trustees assigned to attend Pension Board meetings, conventions or similar Pension Board sponsored training sessions will be granted exempt release time.
- 2) Any other release time requested by Pension Board Trustees must be approved in advance by the, appropriate Division manager or designee.
- 3) Advance notice of meetings and permission for release from duty must be cleared with the appropriate Division manager or designee. It will also be necessary to notify Battalion Headquarters so that arrangements can be made to cover the member's absence.

B. Paid Time for Pension Activities During Free Time.

- 1) No more than ~~one two~~ (1 2) trustees will be allowed up to ~~ten six~~ (10 6) hours of paid time each month for time actually spent at Pension Board meetings, provided that the member is off duty.
- ~~2) No more than two (2) trustees assigned to the Expediting Committee will be allowed up to four (4) hours of paid time for time actually spent at each Committee meeting, provided that the member is off duty.~~
- 3) No more than ~~one two~~ (1 2) trustees will be allowed paid time for time actually spent at special hearings that are an extension of regular Board business, provided that the member is off duty.

ARTICLE 25 PAYROLL BANKING

A. ~~The City shall pay bargaining unit members on the 53-hour schedule equalized bi-weekly paychecks of 106 hours through the current payroll and pension banking systems. Effective June 28, 2006~~ the City shall pay bargaining unit members on the approximately 52.08-hour schedule equalized bi-weekly paychecks of approximately 104.16 hours through the City's standard current payroll and pension banking systems.

B. ~~Employees who work during a payroll cycle will receive 106 hours of pay from a combination of their regular work hours and, if necessary, payroll bank. All regular hours worked over or under the 106 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.~~

~~Effective June 28, 2006~~ employees who work during a payroll cycle will receive approximately 104.16 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 52.08 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 106 hours of pay from the pension fund. Effective June 28th, 2006~~ 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 104.16 hours of pay from the pension fund.

D. At the time of (1) a transfer between different hourly work weeks or (2) the permanent separation from the Bureau, an employee's bank will be settled.

- 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 the following manner.
 - 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 be used, if it is available.
 - c. If vacation is not available or insufficient, the remaining reimbursement will be deducted from the employee's sick leave payoff.

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

F. There will be no change in the manner of paying callshifts.

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 Association 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.

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.

ARTICLE 27 VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION

A. The City shall allow Portland Fire & Rescue employees to participate in Plans which are defined to include a Voluntary Employee Benefit Association (VEBA), hereinafter known and referred to as the PFFA VEBA Plan, a section 457 plan, or any other form of non-qualified deferred compensation program.

B. ~~Effective July 1, 2005, t~~The PFFA VEBA Plan shall be a VEBA Plan selected by the PFFA. Further, the PFFA is the sponsor of the PFFA VEBA Plan and expressly agrees that it shall retain or delegate all legal and fiduciary responsibility for the PFFA VEBA Plan and its operation on behalf of the employees covered as provided herein. Further, it is expressly agreed that neither the City, the Fire Bureau, nor the Fund have any legal or fiduciary responsibility whatsoever for the PFFA VEBA Plan or its operation.

C. There shall be 2 funding options for the PFFA VEBA Plan:

Option 1: For every employee who is covered under the Fire and Police Disability and Retirement Fund (hereinafter referred to as the Fund), the City shall, upon that employee's retirement, deposit into the PFFA VEBA Plan account of the employee covered by the Fund a maximum of 100.0% of the unused sick leave which is eligible to be cashed out under Article 11 at the time of the employee's retirement, a maximum of 100% of vacation leave which is eligible to be cashed out under Article 10 at the time of the employee's retirement, and a maximum of 100% of compensatory time off which is eligible to be cashed out under Article 9 of this Agreement.

The percentage of unused sick leave, vacation and compensatory time to be deposited into the PFFA VEBA Plan upon retirement of an employee shall be established by the Association no later than June 1 of the year prior to retirement. The amount established will be documented in writing on a form specified for that purpose. The documentation shall specify what portion of unused sick, vacation or compensatory time shall be deposited into an employee's account in the PFFA VEBA Plan, 100% of all unused sick, vacation, and compensatory time shall be deposited into a retiring employee's account in the PFFA VEBA Plan if the City is not advised of a different percentage by June 1 of the year prior to retirement.

Option 2: For every employee who is covered under the Fund, a portion of the wages of eligible active employees shall be automatically deposited into the PFFA VEBA Plan. The PFFA shall have the right, in its sole discretion, to determine employee group categories in compliance with Local, State, and Federal law and shall advise the City in writing no later than December 1 each year of any changes to apply to payroll periods on or after July 1. It is understood that contribution amounts under this section may also be modified by the PFFA in its sole discretion and the PFFA agrees to notify the City **on or before no later than December 1 and/or June 1** of each year of any changes to apply the following July **1/January 1**. The City shall withhold the amounts specified below per pay period unless otherwise notified of any modifications in compliance with this paragraph. The amounts shall be contributed on the employees' behalf to the PFFA VEBA Plan each pay period or monthly, the interval to be determined by the City. **A total of two percent (2.0%) of gross wages** The withholding shall be made on a pre-tax basis.

- ~~a. Effective July 1, 2005 A total of one percent (1.0%) of gross wages.~~
- ~~b. Effective July 1, 2006 A total of two percent (2.0%) of gross wages.~~

D. In order to participate in the PFFA VEBA Plan described above, each individual employee will be required to sign a waiver agreement acceptable to the City and the Association.

E. If at any time during the operation of the Plan it is determined that (1) deposits 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 Association will notify the other party that the PFFA VEBA 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 reach a mutual agreement within 45 days. If the parties do not agree within 45 days, the Association will determine the issue subject to paragraph 6, 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 VEBA 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.

ARTICLE 28 COMPANY INSPECTIONS

A. ~~Effective July 1, 2004, c~~Company inspections shall be limited to no more than 72 per year/per shift/per company, for a total of 8,856 inspections annually. In addition, the City and Association agree to a cap of 9,225 inspections annually, the balance to be performed by non-company bargaining unit personnel.

- 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 normally performed by bargaining unit members assigned to the Prevention Division, including light duty personnel, in occupancies of the type to be included in the company inspection program ~~will be assigned by management utilizing a balanced approach based on the following three options for accomplishing the data entry work:~~

- 1) ~~data entry by company personnel at the fire station;~~
- 2) ~~data entry by company personnel utilizing "hand held" technology as equipment becomes available;~~
- 3) ~~data entry by other bargaining unit personnel, including but not limited to light duty personnel.~~

~~C. The parties agree that the Labor Management Committee shall be the forum for the parties to discuss and resolve issues regarding the assignment of data entry or training associated with the company inspection program, including adjustment to the balance between the options listed in 5. Should the Labor Management Committee determine that any one of the three options is impracticable during the life of the contract, the parties agree that the data entry work will be accomplished by bargaining unit personnel as assigned by bureau management utilizing the remaining option(s).~~

D. ~~Upon expiration of this contract, the parties, through the Labor Management Committee, will evaluate the options for future performance of data entry for company inspections. The parties agree that each retains the right to bargain over the issue of data entry for company inspections in the successor to this contract to the extent that it is a mandatory subject of bargaining.~~

ARTICLE 29 - DRIVING PRIVILEGES

All unit member employees are required to maintain a current valid state Drivers License; an employee must report the suspension or revocation of his/her driving privileges no later than the employee's next shift. A suspended or revoked employee will be accommodated by non-assignment of Apparatus Operator duty and/or placement in an assignment for thirty (30) calendar days 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.

If the employee has not had his/her driving privileges 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 or to not assign Apparatus Operator duty without, in the sole judgment of bureau management, any adverse impact to the bureau carrying out its mission, the employee 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 employee to another assignment in the same or lower job classification. If transfer is made to an assignment in a lower job classification, the employee shall be temporarily demoted until reassigned to his/her previous classification.

ARTICLE 30 29 - TERMINATION AND DURATION

This Agreement shall be effective July 1, 2007~~5~~ or upon execution, except as otherwise noted in the agreement, and shall remain in full force and effect until the 30th day of June, 2010~~7~~. 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 not later than March 15. This Agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto this ____ day of _____, 200_.

**PORTLAND FIRE FIGHTERS
ASSOCIATION LOCAL 43, IAFF**

CITY OF PORTLAND

Ken Burns, President
Portland Fire Fighters Association

Tom Potter, Mayor

Gary A. Blackmer, City Auditor

Yvonne L. Deckard, BHR Director

Approved as to form:

Lory Kraut, Assist. City Attorney

SCHEDULE A SALARY RATES

1. Schedules for 2007-08 and 2008-09 follow on the next two pages of this Schedule
A. Effective July 1, 2008~~5~~, Schedule "A" wage rates will be revised as follows:

~~Salary rates for classifications in Schedule "A" for the period July 1, 2008~~5~~ to June 30~~28~~, 2009~~6~~ 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 index for Second Half 2006~~3~~ and 2nd Half 2007~~4~~ for the City of Portland, Oregon, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the CPI-based salary increase be less than two percent (2%) or greater than five percent (5.0%).~~

~~Effective June 28, 2006, Schedule "A" wage rates will be revised as follows:
Wage rates for the classifications in Schedule "A" for the period beginning June 28, 2006 to June 30, 2006 shall be increased to reflect the workweek reduction effective on this date and shall be considered the "base wage rate" for said classifications.~~

2. Effective July 1, 2009~~6~~, Schedule "A" wage rates will be revised as follows:

Salary rates for classifications in Schedule "A" for the period July 1, 2009~~6~~ to June 30, 2010~~7~~ 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 index for Second Half 2007~~4~~ and 2nd Half 2008~~5~~ for the City of Portland, Oregon, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the CPI-based salary increase be less than two percent (2%) or greater than five percent (5.0%).

3. In the event that City revenue sources should be decreased by the passage or impact of a tax limitation measure, legislatively mandated change, cut back in Federal and/or State revenue sharing, or any other conditions causing a worsening of the City's financial position, the City Council and the 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, 2007⁵ through June 30, 2008⁶

| # | Hrs | Classification | Entry | 6 month | 1 year | 2 year | 3 year | 4 year | 5 year | w/Long. |
|-------|--------------|------------------------------------|---------|----------|---------|-----------|---------|---------|---------|---------|
| 5208 | 40 | Fire Fighter | \$17.95 | \$22.61 | \$24.40 | \$26.32 | \$28.51 | \$30.40 | \$32.43 | \$33.54 |
| 5208 | <u>52.08</u> | Fire Fighter | | | | | | | | |
| | <u>53</u> | | \$13.79 | \$17.37 | \$18.74 | \$20.22 | \$21.90 | \$23.35 | \$24.91 | \$25.76 |
| *5209 | 40 | Fire Fighter Specialist | \$19.03 | \$23.97 | \$25.86 | \$27.90 | \$30.22 | \$32.22 | \$34.38 | \$35.49 |
| *5209 | <u>52.08</u> | Fire Fighter Specialist | | | | | | | | |
| | <u>53</u> | | \$14.62 | \$18.41 | \$19.86 | \$21.43 | \$23.21 | \$24.75 | \$26.41 | \$27.26 |
| 5211 | 40 | Fire Lieutenant | \$33.04 | | \$33.99 | \$35.01 | \$36.10 | \$37.28 | | \$38.39 |
| 5211 | 42 | Fire Lieutenant | \$31.47 | | \$32.37 | \$33.34 | \$34.38 | \$35.50 | | \$36.56 |
| 5211 | <u>52.08</u> | Fire Lieutenant | | | | | | | | |
| | <u>53</u> | | \$25.38 | | \$26.11 | \$26.89 | \$27.73 | \$28.63 | | \$29.48 |
| *5212 | 40 | Fire Training Officer | \$35.02 | | \$36.03 | \$37.11 | \$38.27 | \$39.52 | | \$40.63 |
| *5212 | <u>52.08</u> | Fire Training Officer | | | | | | | | |
| | <u>53</u> | | \$26.90 | | \$27.67 | \$28.50 | \$29.39 | \$30.35 | | \$31.20 |
| *5213 | 40 | Staff Fire Lieutenant | \$35.02 | | \$36.03 | \$37.11 | \$38.27 | \$39.52 | | \$40.63 |
| 5214 | 40 | Fire Captain | \$37.94 | | \$42.84 | | | | | \$43.95 |
| 5214 | <u>52.08</u> | Fire Captain | | | | | | | | |
| | <u>53</u> | | \$29.14 | | \$32.90 | | | | | \$33.75 |
| *5215 | 40 | Fire Training Captain | \$40.22 | | \$45.41 | | | | | \$46.52 |
| *5215 | <u>52.08</u> | Fire Training Captain | | | | | | | | |
| | <u>53</u> | | \$30.89 | | \$34.88 | | | | | \$35.73 |
| 5216 | 40 | Fire Battalion Chief (Staff) | \$49.95 | | \$52.22 | | | | | \$53.33 |
| 5216 | <u>52.08</u> | Fire Battalion Chief | | | | | | | | |
| | <u>53</u> | | \$36.20 | | \$37.83 | | | | | \$38.68 |
| 5220 | 40 | Fire Inspector | \$33.04 | | \$33.99 | \$35.01 | \$36.10 | \$37.28 | | \$38.39 |
| 5220 | 42 | Fire Inspector | \$31.47 | | \$32.37 | \$33.34 | \$34.38 | \$35.50 | | \$36.56 |
| 5220 | <u>52.08</u> | Fire Inspector | | | | | | | | |
| | <u>53</u> | | \$25.38 | | \$26.11 | \$26.89 | \$27.73 | \$28.63 | | \$29.48 |
| 5221 | 40 | Senior Fire Inspector | \$37.94 | | \$42.84 | | | | | \$43.95 |
| *5222 | 40 | Fire Inspector - Specialist | \$35.02 | | \$36.03 | \$37.11 | \$38.27 | \$39.52 | | \$40.63 |
| *5222 | 42 | Fire Inspector - Specialist | \$33.35 | | \$34.31 | \$35.34 | \$36.45 | \$37.64 | | \$38.70 |
| *5230 | 40 | Staff Fire Captain | \$45.41 | | | | | | | \$46.52 |
| 5260 | 40 | Harbor Pilot | \$33.04 | | \$33.99 | \$35.01 | \$36.10 | \$37.28 | | \$38.39 |
| 5260 | <u>52.08</u> | Harbor Pilot | | | | | | | | |
| | <u>53</u> | | \$25.38 | | \$26.11 | \$26.89 | \$27.73 | \$28.63 | | \$29.48 |
| 5347 | 40 | Assist. Public Educ. Off. | \$37.94 | | \$42.84 | | | | | \$43.95 |
| *5248 | 40 | EMS Specialist | \$38.59 | | \$39.60 | \$40.68 | \$41.84 | \$43.09 | | \$44.20 |
| 5349 | 40 | EMS Coordinator | \$48.98 | | | | | | | \$50.09 |
| *5225 | 40 | Fire Investigator | \$35.02 | | \$36.03 | \$37.11 | \$38.27 | \$39.52 | | \$40.63 |
| *5225 | 42 | Fire Investigator | \$33.35 | | \$34.31 | \$35.34 | \$36.45 | \$37.64 | | \$38.70 |
| *5227 | 40 | Sr. Fire Inspector - Specialist | \$40.22 | | \$45.41 | | | | | \$46.52 |
| # | Hrs | Longevity = 3.4215 % | | Top Step | | Longevity | | | | |
| 5208 | 40 | Fire Fighter | | \$32.43 | | \$1.11 | | | | |
| 5208 | <u>52.08</u> | Fire Fighter | | | | | | | | |
| | <u>53</u> | | | \$24.91 | | \$0.85 | | | | |
| 5208 | 42 | Fire Fighter | | \$30.89 | | \$1.06 | | | | |

Schedule A - Salary Rates
July 1, 2008 through June 30, 2009

| <u>#</u> | <u>Hrs</u> | <u>Classification</u> | <u>Entry</u> | <u>6 month</u> | <u>1 year</u> | <u>2 year</u> | <u>3 year</u> | <u>4 year</u> | <u>5 year</u> |
|--------------|--------------|---|--------------|----------------|---------------|---------------|---------------|---------------|---------------|
| <u>5208</u> | <u>40</u> | <u>Fire Fighter</u> | | | | | | | |
| <u>5208</u> | <u>52.08</u> | <u>Fire Fighter</u> | | | | | | | |
| <u>*5209</u> | <u>40</u> | <u>Fire Fighter Specialist</u> | | | | | | | |
| <u>*5209</u> | <u>52.08</u> | <u>Fire Fighter Specialist</u> | | | | | | | |
| <u>*5210</u> | <u>40</u> | <u>Fire Fighter Communications</u> | | | | | | | |
| <u>5211</u> | <u>40</u> | <u>Fire Lieutenant</u> | | | | | | | |
| <u>5211</u> | <u>42</u> | <u>Fire Lieutenant</u> | | | | | | | |
| <u>5211</u> | <u>52.08</u> | <u>Fire Lieutenant</u> | | | | | | | |
| <u>*5212</u> | <u>40</u> | <u>Fire Training Officer</u> | | | | | | | |
| <u>*5212</u> | <u>52.08</u> | <u>Fire Training Officer</u> | | | | | | | |
| <u>*5213</u> | <u>40</u> | <u>Staff Fire Lieutenant</u> | | | | | | | |
| <u>5214</u> | <u>40</u> | <u>Fire Captain</u> | | | | | | | |
| <u>5214</u> | <u>52.08</u> | <u>Fire Captain</u> | | | | | | | |
| <u>*5215</u> | <u>40</u> | <u>Fire Training Captain</u> | | | | | | | |
| <u>*5215</u> | <u>52.08</u> | <u>Fire Training Captain</u> | | | | | | | |
| <u>5216</u> | <u>40</u> | <u>Fire Battalion Chief (Staff)</u> | | | | | | | |
| <u>5216</u> | <u>52.08</u> | <u>Fire Battalion Chief</u> | | | | | | | |
| <u>5220</u> | <u>40</u> | <u>Fire Inspector</u> | | | | | | | |
| <u>5220</u> | <u>42</u> | <u>Fire Inspector</u> | | | | | | | |
| <u>5220</u> | <u>52.08</u> | <u>Fire Inspector</u> | | | | | | | |
| <u>5221</u> | <u>40</u> | <u>Senior Fire Inspector</u> | | | | | | | |
| <u>*5222</u> | <u>40</u> | <u>Fire Inspector - Specialist</u> | | | | | | | |
| <u>*5222</u> | <u>42</u> | <u>Fire Inspector - Specialist</u> | | | | | | | |
| <u>*5230</u> | <u>40</u> | <u>Staff Fire Captain</u> | | | | | | | |
| <u>*5232</u> | <u>40</u> | <u>Fire Lieutenant Spec. (Comm)</u> | | | | | | | |
| <u>5260</u> | <u>40</u> | <u>Harbor Pilot</u> | | | | | | | |
| <u>5260</u> | <u>52.08</u> | <u>Harbor Pilot</u> | | | | | | | |
| <u>5347</u> | <u>40</u> | <u>Assist. Public Education Officer</u> | | | | | | | |
| <u>*5248</u> | <u>40</u> | <u>EMS Specialist</u> | | | | | | | |
| <u>5349</u> | <u>40</u> | <u>EMS Coordinator</u> | | | | | | | |

| <u>#</u> | <u>Hrs</u> | <u>Longevity = 3.4215 %</u> | <u>Top Step</u> | <u>Longevity</u> |
|-------------|--------------|-----------------------------|-----------------|------------------|
| <u>5208</u> | <u>40</u> | <u>Fire Fighter</u> | | |
| <u>5208</u> | <u>52.08</u> | <u>Fire Fighter</u> | | |
| <u>5208</u> | <u>42</u> | <u>Fire Fighter</u> | | |

LABOR MANAGEMENT COMMITTEE

- A. The City and the Association agree to the creation of a Labor/Management Committee. The committee shall consist of the Fire Chief and the Association President plus five (5) more members from each party. The purpose of the committee is to facilitate improved labor/management relationship by providing a forum for the free discussion of the implementation of new PF&R ~~PFBR&ES~~ programs or substantial modifications of PF&R ~~PFBR&ES~~ programs that have an impact on working conditions or duties.
- B. The Committee will meet bi-monthly at mutually scheduled times and at any other mutually scheduled times.
- C. The Chairmanship of the Committee shall be rotated between labor and management members. Members shall, in advance of a meeting, provide the Chair with proposed agenda items. The City shall designate a staff person to provide the members with the meeting agenda in advance of the meeting and to take minutes for the meeting. Agendas shall be distributed to the members one week in advance of the meeting and items may be added to the agenda by mutual agreement at any time.
- D. Association representatives will be allowed to attend meetings of the committee during their work hours without deduction in pay.
- E. The parties agree that this committee does not constitute bargaining. The discussions of the committee do not decrease management's rights or constitute a waiver of any duty to bargain mandatory subjects of bargaining.

Public Information Officer (PIO) Compensation

- A. The primary and backup sworn PIO assignments may be filled by any sworn personnel.
- B. The primary PIO and backup PIO will be assigned by and serve at the discretion of the Fire Chief or designee.
- C. The primary PIO assignment will be compensated at the rate of Senior Inspector. 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.

ATTACHMENT A - PREVIOUS ATTACHMENTS B, C, D & MOA

The parties agree that Attachment B – General Order No. 15, Attachment C – Resolution No. 35326, attachment D – 200.40 & 500.48, and MOA - Workplace Violence Policy, all attached to and published with the July 1, 2005 – June 30, 2007 Collective bargaining Agreement shall not be attached to and published with the successor Collective Bargaining Agreement ~~that the parties are currently negotiating.~~

The parties recognize and agree that the substance and content of these three attachments, as they may have been or may be revised or amended in the ordinary course, remain in full force and effect, and continue to exist and remain in effect in other policy, rules and regulations, general orders, or other form. It is not the parties' intent by this deletion to alter or eliminate the substance and/or content of the attachments.

**INVESTIGATION UNIT
AGREEMENT BETWEEN
THE CITY OF PORTLAND AND
THE PORTLAND FIRE FIGHTERS' ASSOCIATION**

The Portland Fire Bureau will be implementing a new organizational structure in the Fire Investigations Unit. The City of Portland (City) and the Portland Fire Fighters' Association (PFFA) agree to the following:

1. — ~~Effective June 13, 1996, the Investigators will receive a 3% premium over their base pay of Fire Inspector/Fire Lieutenant.~~
2. — ~~Investigators will have 18 months to become DPSST and Uniform Fire Code (UFC) certified. If they fail to become certified in the 18 month period and they remain in the unit, the premium will be discounted until they are certified. However, in the event an Investigator is unable to become certified due to scheduling difficulties with DPSST or UFC, the premium will continue.~~
3. — ~~Investigators who are assigned to standby will receive \$4.75 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.~~
4. — ~~Investigators on standby will carry a beeper, 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.~~
5. — ~~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.~~

~~6. — If after the initial 9 months of the new schedule, Investigators on standby have been called back to work on average in excess of twice per weekend, the parties' agree to reopen these standby provisions in order to determine if modification are needed in order to maintain the parties' intent that standby time is not compensable hours worked for overtime purposes.~~

~~7. — The parties also agree and acknowledge that Article 22 Savings Clause of the labor agreement will apply to this agreement.~~

~~8. — Call shifts to replace the night 4-10 Investigator will be paid at time and a quarter at the 40-hour rate.~~

~~9. — The following practices will continue:~~

~~a. — Investigators on the 4-10 40-hour schedule will be paid at the 40-hour rate.~~

~~b. — Shift Investigators on the 14/10 42-hour schedule will be paid at the 42-hour rate.~~

~~c. — Employee held over beyond their shift will be paid at time and one half for hours actually worked.~~

~~d. — Call back pay will be at time and one half for hours actually worked with a minimum of 4 hours of pay.~~

~~e. — Call shifts to replace the Shifts Investigators will be paid at time and one quarter at the 42-hour rate.~~

~~f. — Investigators will be paid overtime in accordance with the Police exemption under the Fair Labor Standards Act; time and one half for hours worked in excess of 171 hours in a 28-day period.~~

~~10. — This agreement is subject to City Council approval.~~

Signed by Tom Chamberlain
Tom Chamberlain, President
Portland Firefighters' Association

Signed by David Shaff
David Shaff, Employee Relations Manager
City of Portland

ATTACHMENT B — GENERAL ORDER NO. 15

PORTLAND BUREAU OF FIRE
RESCUE & EMERGENCY SERVICES
Portland Oregon

*DISCIPLINARY PROCEDURES

~~I. — GENERAL~~

- ~~A. — This Order supersedes and rescinds General Order No. 15, February 20, 1992.~~
- ~~B. — The purpose of this order is to outline the procedures and processes to provide fair, reasonable, effective and uniform disciplinary practices in the Bureau both in the interest of the employee and the public.~~
- ~~C. — The basic reasons why discipline should be administered is to help an individual become a better employee and deter employees from engaging in improper conduct or violation of rules and regulations.~~
- ~~D. — Records pertaining to disciplinary proceedings shall be deemed to be confidential in nature and shall be kept in a locked file with access limited to avoid being prejudicial to the best interest of the individual and the Bureau.~~
- ~~E. — Bureau disciplinary actions shall be in addition to, and separate from any civil or criminal action brought in any court or other judicial proceeding. Disciplinary proceedings shall be administrative and not judicial.~~
- ~~F. — Any member may file charges against another member for violations of the Rules and Regulations. The charges are to be filed with the Supervisor of the accused person.~~
- ~~G. — Where there is doubt as to the proper level of authority for the administration of appropriate disciplinary action, Battalion Chiefs, Supervisors and Company Officers shall consult with their immediate superior officer. No member shall be disciplined by any other supervisor for the same offense.~~
- ~~H. — All persons contemplating taking disciplinary action should refer to the City Manual *Administering Employee Discipline: A guide for Managers and Supervisors* for guidance in how to proceed.~~
- ~~I. — All disciplinary action records (Oral Warnings, Written Reprimands, Suspensions, Demotions, and Discharges) will be sent to the Bureau's Personnel Officer, the Employee's Official City Personnel File in the Bureau of Human Resources and the Human Resources Director.~~

J. ~~Nothing in this order shall preclude discretionary action by the Chief of the Bureau or the Commissioner in charge of the Bureau with regard to any offense for which no formal written charges have been filed with the Chief's Office.~~

II. LEVELS OF AUTHORITY

A. COMPANY OFFICERS

1. ~~Subject to review by their Chief Officer, any company officer may take appropriate action for minor offenses, performance deficiencies or behavioral problems of members in their company, not to exceed the following:~~

a. ~~Administer an oral warning.~~

b. ~~Administer a Written Reprimand. If issued, one of the following penalties may also be included:~~

(1) ~~Prescribe extra on-duty station maintenance work, not to exceed two hours for each of ten consecutive working shifts.~~

(2) ~~Withhold trade time and other privileges, not to exceed six months.~~

2. ~~All action taken by Company Officers or supervisors under this authority shall be recorded in the Company Journal or supervisor's disciplinary record, in addition to the "Letter of Reprimand".~~

B. CHIEF OFFICERS, DIVISION HEADS AND SUPERVISORS

1. ~~After consultation with their immediate supervisor, any Chief Officer, Division Head, or Supervisor may take any one of the following actions for offenses, performance deficiencies or behavioral problems of members under their immediate command:~~

a. ~~Administer an oral warning.~~

b. ~~Administer a Written Reprimand. If a written reprimand is issued, one of the following penalties may also be included:~~

(1) ~~Withhold trade time and other privileges for a period of time not to exceed one year.~~

(2) ~~Withhold the opportunity for the member to work up to three consecutive call shifts during a period of time not to exceed one year.~~

(3) ~~Reduce a member's relative position on the "Vacation Seniority Roster" for one vacation year.~~

~~2. Any Chief Officer, Division Head, or Supervisor may recommend one of the following actions, through the chain of command, to the Commissioner in Charge of the Bureau for offenses, performance deficiencies or behavioral problems of members under their command:~~

- ~~a. The suspension of a member without pay.~~
- ~~b. Demote a permanent member of the bureau to a lower rank or job classification.~~
- ~~c. Discharge of a member from City service.~~

~~Robert Wall, Chief
Bureau of Fire, Rescue and Emergency Services~~

ATTACHMENT C
RESOLUTION NO. 35326

~~Change certain disciplinary procedures and practices relating to FLSA-exempt employees.
(Resolution)~~

~~WHEREAS, certain Battalion Chiefs have filed suit against the City of Portland seeking overtime compensation; and~~

~~WHEREAS, the Battalion Chiefs and the City of Portland sought summary judgment on the issue of whether Battalion Chiefs are salaried employees under the Fair Labor Standards Act (FLSA); and~~

~~WHEREAS, United States District Court Judge Robert E. Jones has issued a draft opinion, applying prior Ninth Circuit Court decisions to City of Portland disciplinary procedures and practices, providing that a Battalion Chief's salary is "subject to" disciplinary reductions for rule violations which result in deductions based upon quality or quantity of work performed; and~~

~~WHEREAS, the court found that the City of Portland failed to meet its burden to show that Battalion Chief's fall within an exception to the requirements of the FLSA; and~~

~~WHEREAS, the court's ruling could affect other employees who the City Council considers to fall within the "salary" exception to the requirements of the FLSA; and~~

~~WHEREAS, pending an appeal of the court's ruling or a reversal through legislative or judicial action, the City Council must change certain disciplinary procedures and practices relating to FLSA-exempt employees.~~

~~NOW, THEREFORE BE IT RESOLVED by the Council of the City of Portland, Oregon that given the current judicial interpretation of the FLSA, the following policy shall be in effect:~~

~~*Employees designated by the City of Portland as exempt from the Fair Labor Standards Act (FLSA) are not subject to disciplinary reductions of pay except in the case of major safety violations or in one week increments for violations which warrant discipline.*~~

~~Adopted by the Council November 2, 1994~~

~~BARBARA CLARK~~

~~Auditor of the City of Portland~~

~~By Britta Olson, Deputy~~

~~Mayor Vera Katz~~

~~R. Kirk Berger~~

~~October 26, 1994~~

ATTACHMENT D—200.40 AND 500.48

- ~~200.40~~ — Any officer, manager, or supervisor receiving a report of an arrest or conviction of a crime by any member of the Bureau shall notify the Bureau of Personnel Officer within the next working day. Failure to do so shall be cause for suspension or discharge, depending upon the circumstances.
- ~~500.48~~ — All members must notify their immediate superior when charged with any felony or convicted of any crime. The immediate superior shall notify the Bureau Personnel Officer as required by Rule 200.40. 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.

MEMORANDUM OF AGREEMENT – WORKPLACE VIOLENCE POLICY

~~This agreement has been reached between the City of Portland (“City”) and the Portland Fire Fighters’ Association (“PFFA”). The parties are desirous of resolving all collective bargaining issues arising out of the adoption and/or modification of Sections 4.01.030 of the Portland City Code (“Code”) and the Workplace Violence Policy (“Policy”).~~

~~In consideration of the mutual promises of the parties, the parties agree as follows:~~

- ~~(1) This agreement satisfies all collective bargaining obligations of the parties with respect to the adoption and implementation of the policy and related modifications to the Code (Section 4.01.030) of the Code. The Portland Fire Fighters’ Association accepts implementation of the Code and Policy as stated in this agreement.~~
- ~~(2) The code and policy here referred to do not supercede the current just cause provisions and the rights such provisions protect, nor are they intended to waive PFFA’s right to argue that discipline for purely off duty conduct does not meet the standards of just cause in the absence of a nexus between the conduct and the workplace. The parties agree that Code section 4.01.030 (F) does not mandate a particular level of discipline for violations of this Code provision and/or policy.~~
- ~~(3) The parties acknowledge that they have entered this agreement voluntarily, with full knowledge of their rights and obligations, and that the signatories are authorized to bind their principals.~~
- ~~(4) Unfair Labor Practice complaint number 63-99 is to be withdrawn with prejudice. The underlying PFFA grievance (dated 8/27/99) is also withdrawn. The City will withdraw those portions of the pending unfair labor practice complaint (#21-00) pertaining to the Policy, and the PFFA agrees not to file cross-claims relating to the Policy.~~

~~FOR THE CITY OF PORTLAND~~

~~FOR THE PFFA:~~

~~Signed by Yvonne Deckard _____
Yvonne Deckard, Director _____
Bureau of Human Resources _____~~

~~Signed by Tom Chamberlain _____
Tom Chamberlain, President _____
Portland Firefighters’ Association _____~~

~~Approved as to form:~~

~~Signed by Jeff Rogers _____
Jeffrey L. Rogers, City Attorney~~