

6/9/10

6/9/10

*TA Tuck / JES
VW*

10.6 Permanent shift trades may be made by mutual agreement between the employees and the City, provided such changes are posted and there are no objections.

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

10.6.1.1 Trades ~~must~~ ^{must} be approved by ~~any~~ ^A supervisor of the employee originally assigned the shift to be traded.

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

10.6.1.3 The City is not required to keep a record of the hours of the substitute work. However, the City may develop and require the use of pay codes to facilitate its knowledge of when an employee has substituted or is being substituted and when an employee did not report to work for what was an approved substitution shift.

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

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

10.6.1.6 If the employee who has agreed to work for

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

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

184146

7.8 Pagers

7.8.1 To facilitate contact with eligible employees who have completed the lead worker PPC and indicated a willingness to work short-notice ECS overtime, the parties agree the Bureau will provide either a pager or access to text messaging notification on a voluntary basis.

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

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

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

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

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

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

7.8.6 The process of equalizing ECS overtime is not a subject of this article and is dealt with in section X.X of this contract.

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

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

3/09/10

3/9/2010

184146 *JAS* 3/9/2010
JAS 3/9/10

Final:

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

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

EXHIBIT A PAGE 4/47

184146

City of Portland – AFSCME, Local 189-2

Negotiations Ground Rules

City of Portland (City) and AFSCME, Local 189-2 (Union) agree to the following rules for the conduct of negotiations for a successor agreement to their Labor Agreement that expires June 30, 2010.

1. Take turns finding a facility.
2. Distribute an agenda a week in advance.
3. Each side to take notes to capture intent.
4. Use IBB problem solving methods.
5. Any communication be jointly agreeable, but parties reserve the right to communicate with their respective constituencies.
6. Issue joint communications.
7. Revisit ground rules as needed.
8. Voice issues to the group, not in sidebars.
9. Treat each other with respect and courtesy.
10. Jointly support any decisions made in IBB.
11. Respect confidentiality during brainstorming.
12. Jointly chart progress.
13. Cell phones and pagers on vibrate; no texting.
14. One person speaks at a time.
15. Bargaining sessions are open to public.
16. James and Jerrell will speak to the media upon ratification.
17. No peanut butter
18. Tentative agreements to be reduced to writing ASAP.
19. Focus on issues, not personalities.
20. Use subcommittees as needed.
21. Keep caucuses to a minimum; caucuses at the beginning of the day and at the end by mutual agreement.

184146

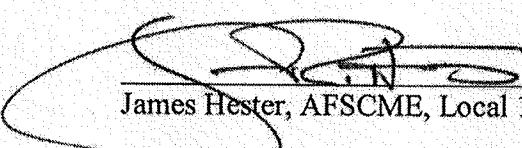
City of Portland/AFSCME Local 189-2
Ground Rules Agreement
Page 2 of 3

22. Limit each side to two laptops for note taking.
23. First day of bargaining was January 29, 2010.
24. Mixed seating
25. Compensation of up to 5 (five) Union bargaining team members through the 2/9/10 session: The Union and City will contribute 50% of total [including hours already paid by the City] hours at straight time for up to five people who attended bargaining related sessions on December 18, 2009, January 29, 2010, and February 9, 2010. The union is responsible for any remaining cost.
26. Compensation of the five Union bargaining team members from 2/22/10: Team members will be moved to four 9.50 hour shifts with TFS or FSS off for the duration of the process. Any adjustment for union team members due to odd shift hours (night before) will be handled via UTR time. UTR time for bargaining will not be counted against the 25 day total/yr cap on UTR time; all bargaining will be scheduled on team members' work days.
27. Mondays and Tuesdays are designated as bargaining days, from 0900 to 1700, unless otherwise agreed upon.
28. Compensation for five union team members will be at straight time whether the bargaining day is short or long: if the bargaining session lasts 7 or more hours members are excused from returning to work; if the session lasts less than 7 hours they will return to work. If there is "return to work" time still owed to the City, Union team members may make up the time the same day, another agreed upon day within the pay period, or have the option of using Vacation, OTC, or UTR time.
29. Contract language regarding pay for the union bargaining team for future negotiations will be created using the IBB process. Current language, whether it changes or not, will be adhered to when bargaining the next contract unless changed by mutual agreement.

184146

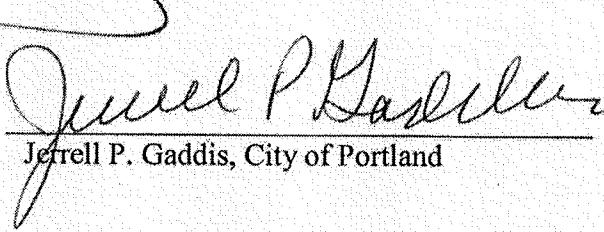
City of Portland/AFSCME Local 189-2
Ground Rules Agreement
Page 3 of 3

30. Alternates will be used when an absence of three or more consecutive sessions occurs. Educating alternates on the IBB process and issues is the responsibility of their team. Alternates attending prior to appointment to the team will observe only. Replacements will be permanent to minimize schedule disruption. New bargaining team members will go to the modified schedule and departing members will return to their current signup schedule.
31. Tentative agreements are subject to ratification by both parties as soon as possible.
32. Upon ratification the City will prepare the document for signature; both sides to agree on color and format; City to print and bind at P&D, and if not printed at P&D, a union print shop will be used; cost to be split.
33. Deadline for presenting new proposals: April 5, 2010
34. Either party may use experts.
35. Follow all ground rules for behavior as established by trainer for training.
36. The Union and the City have a contractual obligation to pre-schedule a mediator.



James Hester, AFSCME, Local 189-2 Council Rep.

3/15/10
Date



Jerrell P. Gaddis, City of Portland

3/15/2010
Date

Change
to

NOV 2 6 2006

Jewell
3/18/2010TA 3/18/10
SACB

LETTER OF AGREEMENT

Premium Pay for Work on Certain Holidays

Bureau of Human Resources

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Bureau of Emergency Communication (Bureau) and AFSCME Local 189-2 (Union).

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

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

This Agreement shall become effective upon ratification by the Union and approval by the City Council; thereafter, this agreement will become part of the July 1, 2006 – June 30, 2010 Collective Bargaining Agreement.

For the Bureau of Emergency Communications:

Lisa Turley
Lisa Turley, Director10-31-2006
Date

For the City of Portland:

Yvonne Deckard
Yvonne Deckard, Director
Bureau of Human Resources10-31-2006
Date

For the Union:

Susan Skites
Susan Skites, Council Representative10-31-06
Date

Approved as to Form:

Catherine Riffe
Catherine Riffe
Deputy City Attorney10/31/06
Date

BOEC TENATIVE AGREEMENT

Union Signature City Signature Date: 04/19/10
Date: 4/12/10**16. JURY DUTY**

- 16.1 All employees shall be granted leave with pay and without loss of any benefits of his/her employment, to serve as a juror or witness in response to subpoena or similar service issued out of a State or Federal court, subject to the following provisions:
- 16.2 The employee granted such leave shall pay all money received for his/her service as juror or witness to the City Treasurer, less any travel allowance received.
- 16.3 Where the employee is required to serve as a juror or witness on a scheduled day off or annual leave day, and such day cannot reasonably be rescheduled, he/she may retain the fee paid for service as a juror or witness on his/her day off or annual leave day.
- 16.4 If an employee is subpoenaed to appear on a civil or criminal case, as a consequence of their official duties, on their off duty time; they shall receive a minimum of four (4) hours at the overtime rate, and if more than four (4) hours, they shall receive overtime pay for the time actually spent in court rounded to the next hour, and they shall be allowed to retain the witness fee.
- 16.5 An employee required to report as a juror shall be released with pay from any shift that begins on the day of his/her jury duty. To provide 12 hours off-duty between the end of the previous shift and the start of jury duty, (or the end of jury duty to the start of the next shift), the employee and the bureau will mutually agree to adjust the employee's shift hours or allow the **employee to make up time within the pay period, or to use appropriate leave banks, or a combination thereof**. The overtime provisions of this agreement shall not apply to an employee undergoing a shift change to go on or come off jury duty.
 - 16.5.1 **An employee released from jury duty prior to 1400 will call in to advise a supervisor of their early release. The employee will be required to return to work for the duration of their shift, or to make up the remaining hours at a mutually agreed time within the pay period, or to use appropriate leave banks, or any combination thereof. Their scheduled shift for that day will be deemed to have started at the time they were scheduled to report to jury duty.**
 - 16.5.2 **If an employee is scheduled to serve on jury duty two or more consecutive days, their schedule will be adjusted to day shift Monday through Friday for the duration of jury duty service, unless otherwise agreed by the employee and management.**

184146

7/19/10

7/19/10

City to Union
Proposal 7/19/10
4:55 p.m. - final

Schedule "A" Wages
(Rates for July 1, 2010 – June 30, 2013)

	Entry	9 Mo	18 Mo				
ECO Trainee	19.97	20.98	23.12				
EC Call Taker	Step 1 19.97	Step 2 20.98	Step 3 22.02	Step 4 23.12	Step 5 24.28	Step 6 25.99	
EC Call Taker Coach/Lead	21.57	22.66	23.78	24.97	26.22	28.06	
EC Lateral Police Dispatcher Trainee	22.02	23.13	24.28	25.50	26.77	28.65	
EC Fire Dispatcher	22.02	23.13	24.28	25.50	26.77	28.65	
EC Fire Dispatcher Coach/Lead	23.78	24.98	26.22	27.54	28.91	30.94	
EC Police Dispatcher	24.63	25.85	27.15	28.50	29.94	32.03	
EC Police Dispatcher Coach/Lead	26.60	27.92	29.31	30.79	32.32	34.59	
EC Dispatcher Senior	25.59	26.87	28.23	29.62	31.11	33.29	
EC Dispatcher Senior Coach/Lead	27.64	29.02	30.49	31.99	33.60	35.95	

ECO Trainees:

After Upon completion of Call Taking, Police Dispatch and Fire Dispatch certifications, employees shall be automatically advanced to the Sr. Dispatcher classification, Step 1. The City will notify the Union in writing, in advance, if the City reinstates the Fire/EMS certification as a requirement to be promoted to ECO II. The inclusion of the Fire/EMS certification as a requirement to be promoted to ECO II will only apply to ECOTs hired after the date of the notice by the City. The City may reinstitute the Fire/EMS certification requirement without any additional compensation. This agreement does not impact the Bureau's right to train any ECO II or ECO I in Fire/EMS.

ECO I:

When an ECO I becomes eligible and is appointed to ECO II, he/she will advance one step on the ECO II salary range which is at a higher rate than the step he/she was at on the ECO I schedule.

Call Takers:

When a Call Taker is BOEC certified on phones the Call Taker will receive a step increase and move to step two on the ECCT salary schedule.

Each year thereafter, using the BOEC certification anniversary date, Call Takers will receive a salary increase to the next step until they reach the top of the scale.

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

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

July 1, 2010 – June 20, 2011: No across the board increase – 0% COLA.

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

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

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

TA June 11/11 7/19/10

City to Union
7/19/10 ✓

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

D. V. Keph 7/19/10

7/19/10
oo

XX. Premium Pay for Work on Certain Holidays

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

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

5/19/10

TJ June 2010 7/19/10

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

XX.1 The premium does not apply to overtime worked as a supervisor, attending classes, meetings, special events details or other off-floor assignments. ~~or ordered overtime~~. Employees may earn one bonus per pay period.

XX.2 The vacation request must be made within 6 months from the date the supervisor notifies the employee of the eligibility. One additional Annual Leave request may be approved per shift grouping per day, excluding the following days: Fat Tuesday (Mardi Gras), St. Patrick's Day, Cinco de Mayo, Independence Day, Halloween, Thanksgiving, Christmas Eve, Christmas, New Year's Eve, and New Year's Day. All other rules will be followed regarding Annual Leave requests under Article 11.

S. Velp 7/19/10

TA General P. Bell 7/19/10
184146

EXHIBIT A PAGE 15/47

City to Union
7/19/10

15.2.1.2 Medical Layoff

It is not in the City's interest to agree to contract language that may conflict with the HR Administrative Rules. However, the City is willing to develop a policy that is consistent with the HRARs that addresses the union's interest in transparency.

Ruth Volk 7/19/10

TA Jumper 184146 7/19/10

EXHIBIT A PAGE 16/47

City to Union
7/19/10

JK

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

Ful Vals 7/19/10

6/15/10 Final

TA Fule Dla 6/15/10
TA Hm 6/15/10

Bargaining Project: ECO I/ECOII language

EXHIBIT A PAGE 17/47

5.7. Change "ECOs" to Employees covered within this agreement.

10.3.2.5 Change to "An ECCT or ECOT who is approaching final certification at phones or dispatch may be included in the applicable signup."

10.3.3.1 Change to "An ECOT or ECCT who certifies between signups..."

10.3.3.2 Change the last sentence to "The original vacation bids of newly certified ECCTs and newly promoted EC Police Dispatcher(s), EC Fire Dispatcher(s), and EC Sr Dispatcher(s) will be honored on their new shifts."

10.4: 10.4.1.1 , 10.4.1.2, 10.4.1.3, 10.4.1.4: Change ECO I/ECOII to ECCT, EC Police Dispatcher, EC Fire Dispatcher, EC Senior Dispatcher

10.5.7 Change ECO Trainees to ECCT or ECOTs in both the first and last sentence.

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

~~***** No regular permanent will be laid off while an ECOT trainee or part-time employee (if part-time positions are maintained) is working. It is further agreed that those classified as ECOT shall be laid off before any ECO II is laid off. *****~~

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

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

ECCT(s) trainee

ECOT(s) not certified in Calltaking.

ECOT(s) certified in Calltaking.

ECCTs.

ECOT(s) certified in 2 disciplines.

EC Police Dispatchers/EC Fire Dispatchers

Lastly, EC Sr Dispatcher(s) (to include red-circled EC Police Dispatchers).

11.8.3 Last sentence: Change ECOT to ECCT or ECOT.

Jane P. Darden *J.P. Darden*
TA
5/10/10

5/10/10

Final Language between City of Portland and AFSCME Local 189-2 BOEC

TA for signing

Date: 05/10/10

X.X Article 5, Sections 5.1 and 5.1.1 establish work weeks of either four (4) consecutive work days of nine and one-half (9.5) hours each day followed by three (3) consecutive days off, or five (5) consecutive work days of seven and one-half (7.5) hours each day followed by two (2) consecutive days off.

X.X The '2-3-2' schedule, under which an employee works the following shift is as follows:

- Two (2) days with eleven and one-half (11.5) hour shifts each day, followed by
- Three (3) days off, followed by
- Two (2) days with eleven and one-half (11.5) hour shifts each day, followed by
- Two (2) days off, followed by
- Two (2) days with eleven and one-half (11.5) hour shifts each day, followed by
- One (1) day with a seven and one-half (7.5) hour shift, followed by
- Two (2) days off.

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

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

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

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

TA Paul Velt 06/15/10
TA Jim H 06/15/10

ECCT language – FINAL06/15/2010

X.X—ECCTS will bid on shifts by seniority. For employees hired as ECCTS, seniority is determined by bureau date of hire; for employees transferring into the classification, seniority will be adjusted based on their date of transfer. The practice of pairing ECCTS for bid shifts shall be eliminated.

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

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

TA Final Ver 6/7/10
TA Jungs Man 6/7/10

EXHIBIT A PAGE 21/47

Final Tentative Agreement Lunches and Breaks
City of Portland and AFSCME Local 189-2 BOEC
June 9, 2010

6. LUNCHES AND BREAKS

6.1 Lunch Periods. Lunch Periods shall be scheduled by the City, and will allow the employee one-half hour time off without pay to eat lunch. Management will make every reasonable effort to insure that employees receive a duty-free lunch period. In the event an employee cannot be relieved for their lunch period, the employee shall receive pay at the normal overtime rate of one and one-half (1 ½) times their normal hourly rate for the one-half hour lunch period he/she worked. Any employee who works a twelve-hour shift will be guaranteed a duty-free lunch period.

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

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

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

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

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

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

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

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

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

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

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

Jewell Shultz
TA
5/10/10 RL C.C.
5/10/10
05/10/10

Final Language

City of Portland and AFSCME Local 189-2 BOEC

Overtime Equalization

Agreement reached: 04/05/10

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

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

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

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

Union Signature: S. Ulrich

Date: 5/17/10

City of Portland Signature: J. M. R.

Date: 5/17/10

TENTATIVE AGREEMENT
City of Portland – BOEC / AFSCME Local 189-2

OVERTIME EQUALIZATION

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

7.2.1 An employee who believes that he/she has not received a fair share of available overtime shall review the matter with his/her immediate supervisor and Union representative. Corrective action will be taken through future assignments of overtime if a bona fide inequity exists in the employee's opportunity to receive a fair share of the overtime available in the employee's work unit.

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

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

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

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

184146

TA June 10
6/15/10
Frank W. (6/15/10)

Tentative Agreement Article 9.3 (?)

EXHIBIT A PAGE 24/47

TA – When External Dispatcher Laterals are hired the same training will be offered to current employees who have not yet had the opportunity .

TA Paul Vdfr 6/1/10
TA Jan/LR - 6/7/10

EXHIBIT A PAGE 25/47

May 26, 2010
Final Language Annual Leave Selection
City of Portland and AFSCME Local 189-2 BOEC

Article 10.4

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

Formatted: No Spacing, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

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

10.4.1.1 There shall be one (1) annual leave slot for every ten phone certified dispatcher employees as of January 25th and July 25th (the date shift and days off selections in 10.3.2.3 are made available to the Union). the number of fully certified ECO I/IIs as of August 1, 2003 2010 is 99, there shall be 9 annual leave slots available for the upcoming September 1st sign-up. For example:

3 leave slots for 30-39 bargaining unit dispatcher employees
7 leave slots for 70-79 bargaining unit dispatcher employees
10 leave slots for 100 – 109 bargaining unit dispatcher employees
13 leave slots for 110 ~~-129~~ 120 bargaining unit dispatcher employees
1150 - 139 1m

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

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

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

One (1) Annual Leave slot for each shift assigned nine (9) eleven (11) or less more employees.
10.5.2 Two (2) Annual Leave slots for each shift assigned ten (10) eighteen (18) or more but less than twenty-three (23) thirty (30) employees.
10.5.3 Three (3) Annual Leave slots for each shift assigned twenty-three (23) thirty (30) or more employees.
10.5.4 Before implementation, the bureau will provide the Union a draft of the leave slot configuration for review and comment.

10.4.1.4 For the purposes of annual leave bids, shift of nine (9) or fewer employees may will be combined with another adjacent shift. The Bureau will designate which shifts shall be combined. If the bureau and Union cannot agree on the distribution of the remaining leave slots they will be distributed to the shifts with the highest employee to annual leave slot ratio.

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

Formatted: Not Strikethrough

10.5 All bargaining unit employees, including trainees certified in at least one area, who are scheduled to work on a shift shall be included in these Annual Leave ratios. Prior to certification, employees will be approved by the training department for annual leave. Upon certification, employees will be subject to the same annual leave bid process as other certified bargaining unit employees.

10.5.1 Once certified in phones call taking, an employee shall be counted for purposes of allocation and distribution of annual leave slots per 10.4.1.1 and 10.4.1.2. in their respective classification. Prior to certification such employees will be approved by their detail supervisor for annual leave.

Formatted: No Spacing, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

10.5.1 Approved vacations for trainees who has signed up for vacation will be allowed to take that vacation time with them when they will move with them when they change to a new coaches. If there is an open leave slot, the slot will be filled by the trainee. If there is no open slot then there will be an exceptional additional slot opened for that trainee. If the days off have changed in the move the actual block of time off will be honored, even if the days of leave have to be adjusted.

Formatted: Font: Not Bold

Formatted: Font: Not Bold

10.4.1.2 If the number of fully certified bargaining unit dispatcher employees ECO I/IIs as of February 1, 2004 2011 is 109 90, there shall be 10 9annual leave slots available for the upcoming March 1st sign up.

10.4.1.3 If the number of fully certified ECO I/IIs as of August 1, 2004 drops down to 88, there shall be 8 annual leave slots available for the upcoming September 1st sign up. 10.4.1.4 If the number of fully certified ECO I/IIs as of August 1, 2004 increases to 100, there shall be 10 annual leave slots available for the upcoming September 1st sign up.

10.5 Leave ratios to be used in accordance with this Article shall be: 10.5.1 One (1) Annual Leave slot for each shift assigned nine (9) eleven (11) or less more employees. 10.5.2 Two (2) Annual Leave slots for each shift assigned ten (10) eighteen (18) or more but less than twenty three (23) thirty (30) employees. 10.5.3 Three (3) Annual Leave slots for each shift assigned twenty three (23) thirty (30) or more employees. 10.5.4 Before implementation, the bureau will provide the Union a draft of the leave slot configuration for review and comment. If the bureau and Union cannot agree on the distribution of the remaining leave slots they will be distributed to the shifts with the highest employee to annual leave slot ratio. 10.5.5 All bargaining unit employees, including trainees certified in at least one area, who are scheduled to work on a shift shall be included in these Annual Leave ratios.

10.5.7 ECO Trainees who have not certified in any certification area, at the time of an annual leave bid, shall not be counted as an employee on a shift for annual leave bid slots, nor shall they be counted as using one of the annual leave slots when they are using annual leave. Application for annual leave for such ECO Trainees shall be approved via the Training Unit.

Formatted: No Spacing

Formatted: No Spacing, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

10.5.8 Each employee will be entitled to exercise his/her Annual Leave selection once each sign-up period, except as provided in 10.3.3.

PA
JULY 2010
5/26/10
8/20/10

Voluntary Permanent Part-time Positions

EXHIBIT A PAGE 28/47

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

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

Additional Hours

Employees may sign up for voluntary additional hours within the limit of maximum allowable hours for part-time employees under this program.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Permanent part-time employees working a static schedule will be considered for purposes of calculating the number of annual leave slots based on FTE for hours scheduled.

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

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

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

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

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

Other Provisions.

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

Annual Leave. Notwithstanding the provisions of Article 11.2 of the collective bargaining agreement relating to full-time employees, program employees who share a budgeted full-time position and serve for 38 hours each pay period shall be allowed one half the annual leave accrual rates outlined in Article 11.2 of the collective bargaining agreement; program part-time employees who serve at least 38 hours but less than 58 hours each pay period shall accrue vacation in accordance with the number of hours served. Overtime hours shall not count toward the accrual of annual leave hours.

Annual leave accrual rates. The progression to higher accrual rates for annual leave shall be based on serving the number of hours equivalent to the time periods designated in Article 11.2 of the collective bargaining agreement. Overtime hours shall not count toward the higher accrual rates for annual leave hours.

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

Layoff seniority. Notwithstanding the provisions of Article 10.2 of the collective bargaining agreement, for purposes of layoff or bumping, seniority for permanent

part-time positions under this program shall be prorated on the basis of hours in paid or prorated status.

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

Article 14- Sick Leave between City of Portland and AFSCME Local 189-2 BOEC**Revised *** June 7, 2010****Draft Final ** Time 15:4516:00***July 6/2/10
PA Dale Vl**6/7/10***14. SICK LEAVE**

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

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

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

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

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

14.5 Employees who have insufficient sick leave to cover absences due to illness or injury shall use annual leave or overtime compensation (OTC) hours to cover absences, except as provided by Article 11.12.

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

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

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

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

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

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

1. Absences that are not bona fide sick leave purposes as outlined in Article 14.1 .
2. Sick leave absences in conjunction with scheduled days off, vacation days, "prime days" (an employee's regularly scheduled day(s) off, or some other specific pattern of usage. Patterns of sick leave use shall not be the sole basis for a determination of sick leave misuse.
3. Sick Leave usage above the annual accrual for sick leave usage during the previous 12 months.
4. Repeated use of sick leave as soon as the leave is accrued.

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

14.10.1 Non disciplinary notices of excessive sick leave use and/or letters of counseling regarding sick leave use will not become part of the EEs permanent personnel record.

14.11 Letter of Counseling

The employee will be provided with a plan of action for improvement which will allow for the employee to use up to a maximum of 3534.50 hours of non protected sick leave during the four month period subsequent to receiving the letter of counseling.

Failure to meet requirements of the plan of action will move the Employee into Step 1. Successfully meeting the requirements of a plan of action will hold an employee at the Counseling level for the duration of the counseling period (two years).

14.11.1 Action for absenteeism will begin once an employee has exceeded 110 104 hours of non protected sick leave per calendar year. Disciplinary action is intended to be progressive in nature and allow for an improvement period.

184146

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

14.11.3 Step 1- Oral Warning.

Employee will be restricted to no more than six (6) hours of voluntary overtime per pay period. Such overtime must be scheduled adjacent to an employee's designated shift. If the employee exceeds 3534.50 hours in the four months following oral warning, employee will be subject to Step 2.

14.11.4 Step 2 - Written Warning.

Employee will be subject to overtime restrictions of Step 1, PLUS, Employee will be placed on a shift trade restriction for six-four months. Exception will be granted at management's approval for a maximum of two (2) trade pay back shifts during the six-four month period. If the employee exceeds 3534.50 hours in the four months following written warning, employee will be subject to Step 3.

14.11.5 Step 3-Sick Leave Probation.

Employee will be subject to overtime and trade restrictions of Step 2, PLUS, An employee on sick leave probation will not be compensated for the first (1st) work day lost for each non protected sick leave occurrence.

If the employee exceeds 3534.50 hours in the four months following sick leave probation, employee will be subject to Step 4.

14.11.6 Step 4- Sick Leave Probation plus 3 day unpaid suspension.

Employee will be subject to overtime and trade restrictions in addition to all disciplinary action related to Step 3, PLUS,

Employee will be required to obtain a doctor's note certifying return to work for each non protected sick leave occurrence.

Employee will be-receive a three (3) day unpaid suspension.

If the employee exceeds 3534.50 hours in the four months following sick leave probation plus unpaid suspension, employee will be subject to Step 5.

14.11.7 Step 5- Termination.

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

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

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

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

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

11.12 Employees shall exhaust all paid leave before being permitted to be on an unpaid status except that an employee may maintain and protect a total of 80 hours of annual leave per calendar year for FMLA, OFLA, and parental leave extension as outlined in Article 15.

TA Full Valley 6/9/10
TA Juroph 6/9/10

Final Parental Leave Language
City of Portland and AFSCME Local 189-2 BOEC
June 9, 2010

EXHIBIT A PAGE 36/47

- 15.3.4. Parental Leave. In cases where an employee is eligible for Oregon Family Leave and has been granted leave to care for an infant or newly adopted child under 18 years of age, or for a newly placed foster child under 18 years of age, or for an adopted or foster child older than 18 years of age if the child is incapable of self care because of a mental or physical disability ("parental leave").
- 15.3.4.1. Such employee shall be allowed to use sick leave, annual leave credits or compensatory time during the period of leave for the above purpose, as provided by State law.
- 15.3.4.2. An additional period of unpaid leave or accrued annual leave shall be granted upon request to extend the period to a total of 6 months.
- 15.3.4. Leave for the birth and care of new child. Employees will be granted leave for pregnancy related disability and parental leave as defined by and required by law.
- 15.3.4.1. Employees will be eligible to use accrued leave as required by law, to include sick leave, annual leave credits and compensatory time. Use of such leave is governed by the provisions of this contract.
- 15.3.4.2. If legally mandated pregnancy disability leave following the birth of a child plus parental leave come to less than a total of six months of leave altogether, employees will, upon timely request, be granted additional (non-mandated by law) leave under this contract to bring the total to six months.
- 15.3.4.3. Employees may take legally mandated parental leave and any additional leave granted by contract in a continuous block of time. Employees may request to take parental leave intermittently or on a reduced schedule. Management shall approve requests submitted 30 days or more in advance; requests submitted less than 30 days in advance will be by mutual agreement. All parental leave, including any additional leave granted by contract, must be taken with a year of the date of birth, adoption, or custody of the child.
- 15.3.5. If an employee taking intermittent leave will miss more than one half of the sign-up in which they intend to take the extended leave, the employee shall be assigned as a shadow on the annual sign-up, and will work a subsection of their bid shift.
- 15.3.6. The parties have further agreed that an employee who is granted family leave under the above laws shall be entitled to utilize accrued compensatory time for that leave.

As part of this agreement, the reference in Article 15.3.3.1 to "Article 11.13" will be changed to "Article 11.12."

Jennell Hodder
TA
6/10/10 Te Vee
5/10/10

Draft Language City of Portland and AFSCME Local 189-2 BOEC
UTR

Article 18. Union Representation

18.1-18.4 Unchanged

18.4.1 Eliminated in TA – Future Negotiations

18.5-18.5.2 Unchanged

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

Formatted: Not Strikethrough

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

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

18.6.3 (previously 18.6.2) Unchanged

18.6.4 (previously 18.6.3) Unchanged

18.6.5 (previously 18.6.4) Unchanged

Memorandum of Understanding
Date 05/10/10

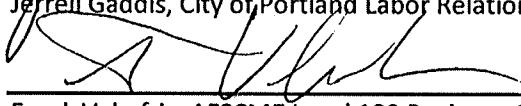
AFSCME Local 189-2 BOEC and the City of Portland

The parties agree to discuss lead work overtime equalization through the Labor Management process.

Signed,



Jerrell Gaddis, City of Portland Labor Relations



Frank Vehaflic, AFSCME Local 189 Business Agent

184146

Current Language

32. Critical Incident Stress Management (CISM) Critical Incident/Traumatic Event Support

32.1 The City and the Union recognize the benefits of the CISM program to its employees and the bureau. The parties agree they will continue to support the program and its concepts.

32.2 When the bureau is contemplating changing the CISM S.O.P., the CISM Steering committee shall have the opportunity to participate in making changes and shall have an opportunity to review and comment on any final drafts before they are implemented.

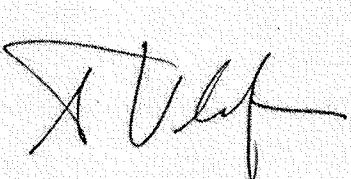
32.3 One member of the CISM Steering Committee shall be appointed by the Union.

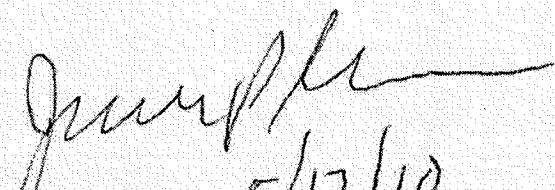
Proposed Language

32. Critical Incident Stress Management (CISM)/Peer Support Program

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

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

 5/17/10

 5/17/10

BOEC Tentative Agreement**Union Signature:****Date:** 5/10/10**City Signature:****Date:** 5/10/10**36. NEGOTIATIONS FOR SUCCESSOR AGREEMENT/FUTURE CONTRACT**

36.1 Prior to the expiration of this contract in accordance with Article 35, the parties agree to the following process for purposes of negotiating a successor Agreement:

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

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

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

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

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

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

18.4.1 The parties agree for the purposes of negotiating a successor Agreement to this Labor Agreement, and any mid term bargaining which occurs during the life of this Agreement, that the City will release up to four (4) bargaining unit members to participate in negotiations. Of the four (4) unit members released, two shall be released with pay.

Ride Alongs & Sit Alongs

Final Language between the City of Portland and AFSCME Local 189-2 BOEC
03/15/2010

Article 25. Training, Schools, and Conventions

25.1 Unchanged

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

Not included in language: agreement to write up and post the existing policy before implementation

25.2 Unchanged

25.3 Unchanged

25.4 Unchanged

25.5 Unchanged

From Ann Marie
3/30/10

EXHIBIT A PAGE 42/47

Final Language between the City of Portland and AFSCME Local 189-2 BOEC
03/30/10
DRAFT

Shifts, Article 5.1

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

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

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

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

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

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

✓
written

from Wunder
3/30/10

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

^n

5.1.1.1 In the event a voluntary shift change results in the employee working more than 5 days in a row at the switch, the employee may request a vacation day in order to provide respite.

5.1.1.2 If the employee makes a change of more than 4 hours earlier to the start time of their schedule, they will have a paid adjustment off their schedule the preceding night in order to provide a 10 hour respite between shifts. If the employee makes a change of more than 4 hours later to the start time of their schedule, they may request a schedule adjustment in order to help facilitate the change:

5.1.1.3 Exceptions to these rules may be made by management for: voluntary mid-pay period changes, special request adjustments or training adjustments that do not result in a trainee working more than their regularly scheduled hours within a pay period.

Notes 3130110

EXHIBIT A PAGE 44/47

5. See Wendy's proposal for 5.1.1 [change "by the City" means the same as 'involuntary' as it is currently used; taken from current language.]
6. #5 + 12 hour (5.1.1.2) + 5.1.1.3 by mutual agreement + PAs issued with two weeks advanced notice unless extenuating circumstances
7. Voluntary = employee's previous shift was available & employee chose to select a different shift; involuntary = employee's previous shift was unavailable or at direction of training
8. Involuntary = training move or management removed a shift bid offering (hours & days off)
9. 5 + training will provide written notice of training moves asap, trainees will not be required to move with less than two weeks notice +8
10. 9 + 12 hour adjust + 5.1.1.3 mutual agreement
11. 6 + 7

[Ann Marie did a typed version of this agreement. Issue: 5.1 as typed does not include two weeks' notice for all shift changes, not just changes for trainees. Discussion about PA's not always being in control of management. Trainees can be notified by email. Management is concerned about giving supervisors more to do.]

Toni and Brenda to work on a solution to notices for shift changes for non-trainees.

Article 10.3 Balance of experience on shifts

Major incidents occur in the evening hours, when less experienced people are working; more senior people tend to move to days, when less is going on.

Question

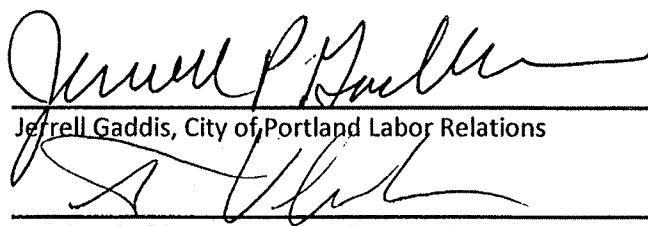
1. How do we entice less senior people to take less premium hours and days off?

Memorandum of Understanding
Date 05/10/10

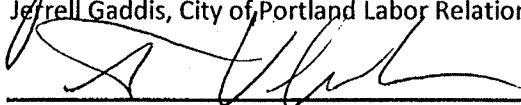
AFSCME Local 189-2 BOEC and the City of Portland

The parties agree to discuss lead work overtime equalization through the Labor Management process.

Signed,



Jerrell Gaddis, City of Portland Labor Relations



Frank Vehaflic, AFSCME Local 189 Business Agent

184146

EXHIBIT A PAGE 46/47

Union Signature:

City Signature:

Date:

5/17/10

Date:

8/20/10

TENTATIVE AGREEMENT

City of Portland -BOEC / AFSCME Local, 189-2
New Article

OVERPAYMENT

In the event that an employee receives wages or benefits from the City to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the City shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:

The City may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of two (2) years before the notification.

Where this process is utilized, the City and the employee, and the ~~Administrator~~ if requested by the employee, shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.

If there is no mutual agreement at the end of the thirty (30) calendar day period, the City shall implement the repayment schedule stated in 66.5 below.

If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves City service before the City fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.

An employee who disagrees with the City's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure. In the event a grievance is filed, recoupment deductions will be held in abeyance pending resolution of the grievance.

This article does not waive the City's right to pursue its legal rights to recoup an overpayment where the employee is no longer in pay status, but does agree that it will attempt to use the procedures outlined in this article before pursuing those rights.