

Exhibit A

PPA Review 8/7/23

PORTLAND POLICE ASSOCIATION
&
CITY OF PORTLAND
COLLECTIVE BARGAINING AGREEMENT
AND
MEMBER INFORMATION



July 1, 2023 – June 30, 2027

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

IF YOU ARE BEING QUESTIONED ABOUT A MATTER THAT YOU BELIEVE COULD LEAD TO DISCIPLINE:

- 1) Ask to know what the charges are and whether you are facing potential discipline.
- 2) Immediately contact your PPA Representative if you reasonably believe that the questioning could lead to discipline
- 3) Ask for the opportunity to meet with your PPA Representative to discuss the situation prior to being questioned. If you cannot obtain a PPA Representative immediately, ask for the meeting to be postponed.
- 4) Do not provide information without consulting with your PPA Representative. Do not submit a polygraph, drug test, or other procedure without first consulting your PPA Representative.
- 5) If you are denied representation, do not answer any questions unless you are ordered to do so under the threat of possible discipline. Do Not provide information beyond any direct questions.
- 6) If you are questioned by a supervisor, provide information only if there is a direct order to do so and you are threatened with being disciplined if you decline. In such a case, immediately request a PPA representative.

PPA Representatives

If you need to contact your PPA Representative, check the Union bulletin board for a current list of officers.

PPA Representatives will be happy to:

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

RESOURCES

PPA OFFICE:

P.O. Box 11314 | Portland, OR 97211 (503) 225-9760
(503) 225-1158 (fax)
manager@ppavigil.org

Commented [KMA1]: Needs updating

Commented [AK2R1]: Done.

PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS):

(503) 598-7377

CITY OF PORTLAND BENEFITS OFFICE:

(503) 823-6031

**LABOR AGREEMENT
BETWEEN
THE CITY OF PORTLAND
AND
Portland Police Association**



**CONCERNING
CERTAIN EMPLOYEES OF THE
BUREAU OF EMERGENCY COMMUNICATIONS
July 1, 2023 - June 30, 2027**

Table of Contents

Commented [KMA3]: Will need to be updated

Preamble	1
Article 1. Recognition	1
Article 2. Union Security	1
Article 3. Non-Discrimination	2
Article 4. Management Rights	3
Article 5. Shifts	3
Article 6. Lunches and Breaks	7
Article 7. Overtime.....	8
Article 8. Reporting Pay and Minimum Pay.....	15
Article 9. Working Out of Classification	16
Article 10. Seniority	16
Article 11. Annual Leave.....	25
Article 12. Health and Life Insurance	30
Article 13. Sick Leave	37
Article 14. Leaves.....	46
Article 15. Jury Duty	50
Article 16. Safety.....	51
Article 17. Union Representation.....	53
Article 18. Payday	62
Article 19. Overpayment	62
Article 20. Strikes and Lockouts Barred	63
Article 21. Maintenance of Standards	64
Article 22. Wage Scales.....	64
Article 23. Premium Pay for Work on Certain Holidays.....	67
Article 24. Clothing	68
Article 25. Training, Schools and Conventions	68
Article 26. Bulletin Boards.....	70
Article 27. Discipline and Discharge	70
Article 28. Grievances, Complaints and Arbitration.....	70
Article 29. Domestic Partners.....	77
Article 30. Policies and Procedures	73
Article 31. Committees.....	73

Article 32. Critical Incident Stress Management (CISM) 79
Article 33. Warrant of Authority 75
Article 34. Savings Clause 80
Article 35. Effective Date and Duration of Agreement..... 80
Article 36. Negotiations for a Successor Agreement..... 81
Article 37. Part-Time Positions 82
Article 38. Retiree Program..... 90
Schedule A Wages 89
Attachment 1. Drug and Alcohol Policy..... 102

Schedule B – Alternative Schedules

Schedule C - Guardian Tracking

Schedule D -- One Year Respite Pilot

Letter of Agreement - Double Overtime Pilot Extension (2023-2024)

Commented [AK4]: Pilot touches on more than Art. 10, so removed that reference.

PREAMBLE

This collective bargaining agreement is entered into between the City of Portland, an incorporated city of the State of Oregon, herein called the City, and the Portland Police Association, herein called the Union, for the purpose of establishing wages, hours and other terms and conditions of employment for certain employees of the Bureau of Emergency Communications (herein called the Bureau).

Article 1. RECOGNITION

Commented [KMA5]: CCL

- 1.1 The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and conditions of employment, for probationary and permanent employees in the classifications listed in Schedule "A", but excluding all temporary, supervisory or confidential employees, department heads, officials, or officers of the City. (Reference February 7, 1986 Recognition Agreement, UC-10-86; and June 4, 2019 Order Certifying Exclusive Representative, RC-003-19; except as modified herein.)
- 1.2 The classifications or job titles used in Schedule "A" are for descriptive purposes only. Their use is neither an indication nor a guarantee that they will continue to be utilized by the City. The City agrees not to change job titles or classifications covered by this agreement for the purpose of avoiding the terms of this agreement.
- 1.3 The City shall notify the Union of its decision to implement any and all new classifications pertaining to work of a nature performed by employees in the bargaining unit. If the new classification is a successor title to a classification covered by this agreement, and the job duties are not significantly altered or changed, the new classification shall automatically become part of this agreement.

Article 2. UNION DUES, CHECKOFF, & ORIENTATION

Commented [KMA6]: CCL

- 2.1 All employees covered under the terms of this Agreement may voluntarily join the Union as a member.
- 2.2 The City agrees to deduct each pay period from the pay of each member those Union membership dues, Political Action Committee contributions, and other Union charges, fees, and assessments that have been authorized in

writing by the member. The amount to be deducted shall be certified to the City by the treasurer of the Union, and the aggregate deductions of those members shall be remitted, together with an itemized statement to the treasurer of the Union each pay period after such deductions are made. The member's authorization shall be terminable upon 30 days' written notice to the City and the Union.

- 2.3 The Union agrees that it will indemnify and save the City harmless from all suits, actions, and claims against the City or persons acting on behalf of the City whether for damages, compensation or any combination thereof, arising out of the City's faithful compliance with the terms of this Article, both parties will actively defend the suit or action at their own expense. However, in the event any determination is made by the highest court having jurisdiction that this Article is invalid, the Union shall be solely responsible for any reimbursement.
- 2.4 The City shall provide a (1) one hour union orientation on paid time to all new employees during academy. The City shall provide paid time for one (1) Union representative to present the orientation.

Article 3. NON-DISCRIMINATION

- 3.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual orientation, religion, race, color, creed, national origin, disability, gender identity, source of income, familial status, political affiliation, or any other protected class recognized by the City under its Human Resources Administrative Rules. The Union shall share equally with the City the responsibility for applying this provision of the agreement. Nothing in this section, however, shall be construed to prohibit actions taken because of bona fide job qualifications.
- 3.2 The parties recognize that both are subject to the Americans with Disabilities Act (ADA) and that nothing in the Labor Agreement may supersede the requirements of that Federal Law. The parties agree to meet and confer regarding circumstances where the ADA and the Labor Agreement appear to conflict. A showing that a person is

disabled and that action taken as a reasonable accommodation is an absolute defense to a contract violation claim.

Article 4. MANAGEMENT RIGHTS

Commented [KMA7]: CCL

- 4.1 The City shall retain the exclusive right to exercise the customary functions of management, including but not limited to directing the activities of the work force; determining the levels of service and methods of operation, including contracting and the introduction of new equipment; the right to hire, layoff, transfer, and promote; to discipline and discharge for cause; to determine work schedules and assign work; and any other such rights not specifically referred to in this agreement. Management rights, except where abridged by specific provisions of this agreement, are not subject to the grievance procedure.
- 4.2 It is recognized that the City and Bureau of Emergency Communications are contractors in providing emergency communications services to other public entities. As such, nothing within this agreement shall limit management's right to enter into, alter or amend such contractual relationships. The Union does not waive any right to negotiate over the impact of such decisions as they may exist under State law.

Article 5. SHIFTS

Commented [KMA8]: CCL

- 5.1 A shift is defined as the period between the time an employee begins work and the time the employee ends work, including all rest breaks and the unpaid lunch period. The standard shift is considered four (4) consecutive work days of ten (10) hours each. No shift shall begin earlier than 0500 or later than 2300.
- 5.1.1 Shifts shall be defined by the following start times:

Shift:	Starting no earlier than:	and no later than:
Day	0500	1159
Swing	1200	1859
Night	1900	0459

- 5.2 The Bureau may offer alternative shifts at each shift sign-up, provided that the alternative shifts do not exceed FLSA workweek standards. The amount of alternative shifts shall be no less than 15% and no greater than 40% of all shifts offered. No more than 5% of the total shifts offered may be an alternative shift of five-eighths (five (5) consecutive work days of eight (8) hours each). There will be no minimum of alternative shifts should the total number of available sign-up slots be less than 80. Examples of alternative shifts that the Bureau may offer at each shift sign-up are listed in Schedule "B" of this Agreement.
- 5.2.1 An employee experiencing personal hardship on an alternative shift will be allowed to revert back to a standard shift provided that the employee gives one full pay period's notice of intent to move. The standard shift shall not have a start time of more than two (2) hours' difference from the originally bid alternative shift. This considered a voluntary shift change.
- (A) Days off for employees changing from a non-rotating alternative shift to a standard shift will be inclusive of the original bid days off, and will be assigned by mutual agreement between the employee, the Bureau and the Union.
- (B) Changes to days off for employees changing from a non-rotating alternative shift to a standard shift will incorporate the employee's alternative shift hours with necessary additions or subtractions to create a standard shift as outlined in 5.2.1. Days off will be assigned by mutual agreement between the employee, the Bureau and the Union.
- 5.2.2 Newly hired trainees who are attending BOEC's training academy will work a thirty-eight (38) hour work week. Newly hired trainees who are attending the DPSST training academy will work a forty (40) hour work week. The Training Department may assign trainees any shift schedule that expedites the certification process. The Training Department will provide written notice of training moves as soon as possible. No trainee will be required to move with less than two weeks' written notice
- 5.2.3 Involuntary change is defined as an employee not having the option to remain on the employee's current shift/days

off, and/or trainees moved at the direction of the Training Department. In the event of an involuntary shift change or adjustment, no employee will be required to work more than five (5) days in a row, or more than six (6) days in a nine (9) day period from the Saturday before the change to the Sunday following the shift change (inclusive of Saturday and Sunday) without two (2) consecutive days off

- (A) If an involuntary shift change results in an employee working six (6) days in a nine (9) day period without two (2) consecutive days off, the Bureau will move one of the employee's days off so the employee receives two (2) consecutive days off. If the employee's day off is moved, the employee shall work the original day off that was moved.
- (B) If it is not possible to move an employee's day off so that the employee has two (2) consecutive days off, the employee will be carried special duty (SDU) for one (1) shift in conjunction with another day off.

5.2.4 Voluntary change is defined as the employee having had the opportunity to keep the current shift/days off and taking another opportunity.

- (A) In the event a voluntary shift change results in the employee working more than five (5) days in a row at the switch, the employee may request a vacation day outside of the normal vacation bid process in order to provide respite.
- (B) If an employee makes a change of more than four (4) hours earlier to the start of their schedule, they will have a paid adjustment off their schedule the preceding night in order to provide a twelve (12) hour respite between shifts. If the employee makes a change of more than four (4) hours later to the start time of their schedule, they may request a schedule adjustment in order to help facilitate the change.
- (C) Exceptions to these rules may be made by mutual agreement between an employee and Management for voluntary mid-pay period changes and special request adjustments. Another exception will be provided for training adjustments in and out of academies that do

not result in a trainee working more than their regularly scheduled hours within a pay period.

- 5.3 Employees who work on a swing bid shift or a night bid shift shall receive the following applicable shift differential in addition to their established hourly rate for all hours worked on the bid shift:

Shift	Differential
Swing	Two percent (2%) of the employee's base rate of pay.
Night	Four percent (4%) of the employee's base rate of pay.

- 5.3.1 Shift differential will not be paid on overtime or hours not worked, including but not limited to, sick leave, annual leave, compensatory time off, administrative leave, or other leaves of absence.
- 5.3.2 Shift differential does not apply when an employee's schedule has been altered for less than a pay period.
- 5.4 Emergency Work Scheduling. Changes of an employee's scheduled working hours (i.e., shift) which do not affect the employee's working days and days off can be made by the City in case of an emergency situation; provided, however, that the first shift on the new schedule shall be paid at the overtime rate. Such change may remain in effect during the duration of the emergency. Any overtime resulting from the change will be paid in accordance with Article 7.
- 5.4.1 The employees shall maintain rights to their regular shift and may be transferred to their normal shift at the end of the emergency without penalty, provided the employee has at least an eight (8) hour rest period. If the rest period is not provided, then the Employer shall pay the employee the overtime rate for the first shift of the employee's regular schedule.
- 5.4.2 Emergency shall be defined as a situation beyond the control of the City for which the City could not pre-plan. Emergencies shall not include those day-to-day situations which require immediate action which have been normally performed by bargaining unit employees.

- 5.4.3 Any disagreement between the City and the Union on what constitutes an emergency shall be taken up at Step 2 of the grievance procedure.
- 5.5 The City may change shift starting times outlined in 5.1 up to one hour earlier or up to one hour later, provided the City notifies the Union a minimum of two (2) weeks prior to any changes.
- 5.6 Each employee shall be assigned to a regularly scheduled workweek and shift unless changes are made by mutual agreement between the employer and the Union.
- 5.7 Except as noted in Article 10.3.4 of this Agreement, employees transferred from a regular scheduled shift to another, unless relieved from work at least ten (10) hours before their new shift, shall be paid overtime for the first such new shift worked.
- 5.8 Employees covered by this Agreement assigned to work in administrative areas shall have a regular schedule consisting of consecutive days on followed by consecutive days off.
- 5.9 Employees may request an occasional shift adjustment; however, at no time will the employee be required to adjust their shift in lieu of overtime.

Article 6. LUNCHEES 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 ensure that employees receive a duty-free lunch period. In the event an employee cannot be relieved for their lunch period, the employee shall receive pay at the normal overtime rate of one and one-half (1-1/2) times their normal hourly rate for the part of the one-half hour lunch period the employee worked. Alternatively, the employee shall be allowed to take the lunch period at a different time, if such time is available. Any employee who works a twelve-hour shift will be guaranteed a duty-free lunch period.
- 6.1.1 Furthermore, if the City is unable to provide a duty-free lunch in accordance with this Section of Article 6, the employee may take lunch at their assigned duty station.

- 6.2 Break Time. Break Times shall be scheduled by the City and will allow the employee fifteen (15) minutes of duty free time off with pay. At least one employee shall be allowed off the floor at any one time.
- 6.3 All employees shall receive paid breaks and unpaid lunches as follows:
 - 6.3.1 Two (2) hours, no lunch/no breaks.
 - 6.3.2 More than two (2) or more hours but less than six (6) hours, one break but no lunch.
 - 6.3.3 Six (6) or more hours up to and including ten (10) hours, two breaks and one lunch.
 - 6.3.4 Employees working beyond those hours specified above shall receive one additional break for each two (2) hours.
- 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 may leave the floor twice per shift for de minimis purposes.
- 6.5 Milk Expression. The Bureau shall provide lactating members up to an additional sixty (60) minutes of paid breaks each day to express milk for the member's child. Milk expression breaks should be taken adjacent to the member's scheduled breaks and unpaid lunch when possible.
 - 6.5.1 Members shall notify a supervisor or HR Business Partner in writing of their intent to express milk at work.

Article 7. OVERTIME

- 7.1 Overtime Rate. Overtime at the rate of one and one-half (1½) times an employee's established hourly rate as set forth in Schedule "A" shall be paid for all work performed outside of or in excess of an employee's established shift hours except under the following circumstances:
 - 7.1.1 Newly hired trainees attending BOEC's training academy shall be paid at the overtime rate of one and one-half (1½) times the employee's established hourly rate for all work performed in excess of 40 hours per week.

- 7.1.2 Employees who use unpaid leave for any portion of a day or week during a pay period shall be paid at the straight time rate for all hours of voluntary overtime worked, equal to the number of hours taken as unpaid leave.
- 7.1.3 Employees required to work around the clock (24 hours) and required to continue to work through their regular assigned shift shall continue to receive pay at the overtime rate for working their regular assigned shift.
- 7.1.4 **Bounty Overtime.** A bounty shift is defined as an anticipated period of staffing shortage, as determined by the Bureau in advance. Bounty shifts can be offered in a variety of hourly increments. For example, the Bureau may identify a two (2) hour shot as a bounty shift. Employees have four (4) calendar days from the date the Bureau notifies them of available bounty shifts to sign up. All hours worked on a bounty shift shall be paid at two and a half (2.5) times an employee's established hourly rate ("bounty overtime"). Bounty overtime only applies to floor overtime, as defined in Article 7.2. Bounty overtime will be hired in accordance with Article 7.5.2.
- 7.1.5 There shall be no pyramiding of overtime rates.
- 7.2 **Floor Overtime.** Floor overtime is overtime worked on the operations floor as a call taker, police or fire dispatcher. Time worked as a supervisor, attending classes, meetings, special events or other off-the-floor assignments is excluded from the definition of "floor overtime."
- 7.3 **Notification of Overtime.** Notification is accomplished when the City (i) provides actual notice to the employee in person, via telephone conversation, or via electronic communication (text or email) where the employee confirms receipt of the notice or (ii) leaves a voicemail at the employees preferred phone number.
- 7.4 **Voluntary Overtime.** Voluntary overtime work shall be offered equally among employees, provided the employee is qualified to perform the work required, except under the following circumstances:
 - 7.4.1 Employees may be restricted from working voluntary overtime for bona fide training purposes, as determined by Bureau management.

- 7.4.2 Trainees who are not certified as police dispatchers may not work more than twelve (12) consecutive hours unless a critical situation is in progress.
- 7.4.3 Employees who fail to work preapproved voluntary overtime, including bounty overtime, for a minimum of twenty (20) hours or four (4) occurrences, whichever comes first, in a six (6) month period may be restricted from signing up in advance for voluntary overtime in the subsequent six (6) months, with the following exceptions:
- (A) Employees who have been preapproved for voluntary or bounty overtime may give back some or all of the hours with seven (7) days' notice. Employees may provide coverage for their preapproved voluntary or bounty overtime hours. The above instances do not count as an occurrence under this section.
 - (B) Employees restricted from signing up for voluntary overtime in advance under this section are not prohibited from responding to and working requests for short notice voluntary overtime. Short notice overtime is defined as overtime that is worked within twenty-four (24) hours of the time the voluntary overtime is offered.

7.5 Overtime Equalization.

- 7.5.1 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 two (2) pay period reports.
- 7.5.2 Employees shall be selected for bounty overtime by choosing the employee, among those volunteers, with the greatest amount of overtime hours worked in the last two (2) pay period reports.
- 7.5.3 The parties agree that when two employees with an equal number of overtime hours worked have signed up for the same overtime opportunity, seniority shall rule as the tie breaker in all cases.
- 7.5.4 Prior to awarding overtime outside the equalization process, management will call or otherwise attempt to

contact those employees who have signed up for overtime. If none are available, then on duty employees will be given 15 minutes to respond to the overtime request prior to forcing an employee to work overtime. Seniority shall rule as a tie breaker in all cases.

- 7.5.5 The parties agree that alternative methods for overtime equalization may be developed by the Labor Management Committee.
- 7.5.6 An employee who believes that he/she has not received a fair share of available overtime shall review the matter with the 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.
- 7.6 Compensatory Time Off. In providing compensation for employees who have worked overtime, the City will grant the employee's preference for either pay at the applicable overtime rate or compensatory time computed at the applicable overtime rate for the overtime hours worked up to a total accrual of one hundred twenty (120) hours per calendar year.
 - 7.6.1 Accrued compensatory time off may not be used for bidding vacation selection but may be used in lieu of vacation.
 - 7.6.2 Compensatory time off may be taken or used in lieu of vacation at other times by mutual agreement between the employee and the employee's supervisor.
 - 7.6.3 Employees may receive twice per year, at their request, a payout of any amount of accrued compensatory time.
 - 7.6.4 Any accrued compensatory time remaining at the end of the calendar year automatically applies to the cap of one hundred twenty (120) hours in the following calendar year, unless the employee requests an end of the year cash payout. Employees must notify timekeeping of their request for a cash payout by completing the required form on or before December 15.

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

7.7 **Forced Overtime.** As provided in the classification specifications covered by this agreement, forced overtime is an essential function of the job. Supervisors will give advance notice whenever possible. Except as provided in Article 7.9, employees may be subject to discipline for failure to work forced overtime. Employees who provide coverage for their forced overtime hours will not be subject to discipline.

7.7.1 Forced overtime shall be scheduled in up to two (2) hour blocks except under the following circumstances:

- (A) The City shall avoid situations which require forcing an employee to work more than two (2) hours past their scheduled shift or more than twelve (12) consecutive hours, unless a critical situation of major proportions is in progress. The employee shall be compensated at the rate of two (2) times the established rate for the hours worked in excess of sixteen hours (16) hours.
- (B) Unless a critical situation of major proportions is in progress, the City shall not require an employee to work forced overtime more than two (2) hours beyond their scheduled shift and subsequently require the employee to work forced overtime more than two (2) hours early for the beginning of their next shift if the result is that the employee does not have twelve (12) hours' rest between the shifts.
- (C) When 13-hour shifts are in place, the City may schedule forced overtime in a one (1) hour block adjacent to the 13-hour shift start and/or end time.

Commented [AK9]: Typo

7.8 **Forced Overtime Process.** Supervisors will begin with a list of names of employees for each shift in descending seniority order. The list will be updated daily. Each time an employee works floor overtime for two (2) hours or more, that employee's name will go to the bottom of the list. If more than one employee from the same shift works overtime during the same overtime period, their names will

be listed in order of seniority when placed at the bottom of the list (the most senior employees at the bottom).

7.8.1 Employees shall be credited with working floor overtime for one (1) hour or more and their name moved down the list when the City schedules forced overtime as outlined in 7.7.1(C) of this Article.

- 7.9 If the need arises to force an employee, the supervisors will start at the top of the list and work downward to force the number of people needed. Supervisors will notate the date and time of the force on the list to effectively move the employee that has been given advance notice to the bottom of the force list. If the Bureau needs to force the same employee on short notice, the supervisor will start at the top of the list and work downward, initially passing over that employee. Employees working on their Friday will be forced last when the forcing occurs at the end of their shift. Supervisors will attempt, when possible, to avoid forcing employees multiple days in a row. An employee who does not fulfill an advance notice force will have the notation removed and remain at the top of the force list.
- 7.9.1 Except as provided in Section 7.7.1(a) and (b) of this Article, an employee is exempt from being forced but will remain on the top of the list, if the slot in question is not in conjunction with an employee's regularly scheduled shift, if the employee is on vacation or on a scheduled day off, if the employee is already scheduled to work twelve (12) hours that day, or if the block of overtime is following the employee's regular scheduled work week.
- 7.9.2 If there are no other eligible employees for the block of overtime, the City may force the employee highest on the list who had been made exempt on the basis that the block of overtime was following the employee's regularly scheduled work week
- 7.9.3 Supervisors will attempt to contact unapproved overtime applicants for that day prior to forcing overtime.
- 7.9.4 If an employee has signed up and been approved for overtime, the City may cancel the overtime in order to

Commented [AK10]: Corrected reference; please double-check.

force that employee for a different slot only with the agreement of the employee.

- 7.10 Forced Overtime Exemptions. A forced employee may be exempted from a given overtime assignment for the following reasons:
- 7.10.1 for bona fide training purposes, as determined by the Bureau.
 - 7.10.2 For any reason, one (1) time per six (6) month sign-up period.
 - 7.10.3 Employees may earn one (1) force refusal card for every eight (8) forces worked in a six (6) month sign-up period. Force refusal cards will expire six (6) months from the issue date.
 - 7.10.4 For instances of personal hardship. Supervisors will evaluate personal hardship situations on a case-by-case basis, with an aim toward making decisions as consistent and uniform as possible. Supervisors shall not unreasonably withhold deferment. If the employee believes the supervisor was unreasonable, the employee may file a grievance after the overtime has been worked. This exemption only applies after the employee has exercised the employee's forced overtime exemptions set forth in subsections 7.10.2 and 7.10.3 above.
 - 7.10.5 When an employee has a medical condition for an extended period of time that does not qualify as a disability under the ADA, the Bureau may provide a temporary job modification if the employee provides sufficient medical documentation that is deemed acceptable by the Bureau that shows that the employee is unable to perform the essential function of working forced overtime. Under those circumstances, the Bureau may provide a temporary job modification that allows the employee to continue to work with limitations on forced overtime hours. Prior to each shift sign-up, the Bureau and/or Human Resources and the employee will meet and evaluate whether a continued job modification can be provided to the employee. The Bureau and/or Human Resources may require the employee to provide updated medical documentation at each sign-up. This section

Commented [AK11]: Corrected references; please double-check.

applies only if the Bureau determines that it does not create a hardship to the Bureau's operational needs.

Article 8. REPORTING PAY AND MINIMUM PAY

Commented [KMA12]: CCL

- 8.1 Reporting Pay. Any employee who is scheduled to report for work, and who presents themselves for work as scheduled shall be excused from duty and paid at the applicable rate for that scheduled time where work is not available, or not made available for the employee.
- 8.2 Stand-by Pay. Before the City requires bargaining unit employees to "stand-by" during their off duty hours, the City and the Union will meet and determine the appropriate compensation.
- 8.3 Travel Time. If an employee is called back on an emergency, pay will commence at the time the employee leaves home, with a maximum of one (1) hour's travel time permitted. Travel time does not apply to normal Center operations.
- 8.4 Mileage Reimbursement. Employees are authorized special mileage allowances under the following conditions: When such employees are required or authorized to use their personal automobile to report directly to a work site other than their normal reporting place, they will file a mileage pay request for any miles that are in excess from their current home address to their normal reporting place. Mileage payments will be at the applicable IRS rate per mile for using a personal automobile on City business. Payment will be made for the excess distance both going to work and returning home. Employees will keep their supervisors advised of their current home address and number of miles from their home to their regular reporting place.
 - 8.4.1 Any employee who is required or authorized to use a personal automobile in the course of employment will be paid mileage reimbursement at the applicable IRS rate. Unless specifically authorized in advance, employees will not be paid mileage reimbursement for using their personal automobile to attend voluntary training.
- 8.5 Civil Service Examinations. Where the employee cannot arrange alternative schedules with the Bureau of Human Resources, the employee will be allowed to take Civil

Service examinations without loss of regular pay for the duration of the time spent in the examination.

Article 9. WORKING OUT OF CLASSIFICATION

Commented [KMA13]: CCL

- 9.1 Assignments to a higher classification will be paid in accordance with Schedule "A" COACHING/LEAD.
- 9.2 An employee who is appointed to act in the capacity of a supervisor remains a member of the bargaining unit, but the employee shall assume all of the duties and be subject to the working conditions of other supervisors of similar rank for the duration of the appointment, except there shall be no issuing of discipline by such an individual.
- 9.3 Promotions. The City agrees that employees within the Bureau shall have first opportunity for bargaining unit promotions within the Bureau, subject to qualifications through proper Bureau of Human Resources procedures.
- 9.4 When external lateral hires are made to the police, fire, or senior dispatcher classifications, training offered to the external hires will also be offered to current employees who have not yet had the opportunity.

Article 10. SENIORITY

Commented [KMA14]: See Respite Pilot Addendum

- 10.1 In the matter of layoff and recall of employees, as well as in the matter of selections of jobs or opportunities to work on new jobs, processes or job locations and the selection of work shifts and vacation periods within a given classification, within a bureau, department or division thereof, the City shall prefer those employees who have permanent status with the greatest length of service with the City within a given classification subject to the following conditions:
- 10.2 Layoff. Reductions in force shall be accomplished by removing from the classification in which the oversupply exists, the junior person in that classification. An employee so removed shall be entitled to work in a lower classification in which the employee has previously held permanent status in the order of the employee's seniority in that classification.
- 10.2.1 No layoffs or reduction to a lower classification shall be executed so long as there are temporary employees serving within the affected classification.

- 10.2.2 Employees laid off in one bureau shall have the right to employment in another bureau on the basis of total seniority.
- 10.2.3 If an employee has been transferred as a result of a layoff, that employee shall have the right to transfer back to the employee's former classification in the employee's former bureau or division from which the employee was transferred, if the City is going to re-employ an employee in that classification in that bureau or division. The transfer back shall be on a strict City-wide seniority basis in the classification of the employee at the time the transfer occurred.
- 10.2.4 The City shall re-employ laid off employees in a strict seniority basis for the classification from which the employee was laid off.
- 10.2.5 If two or more employees were employed in any classification on the same day, seniority shall be determined by their position on the eligible register at the time of their appointment.
- 10.2.6 It is recognized that from time to time a seniority inequity may exist in multiple appointments in a bureau and classification, where an employee is required by the City to delay the starting date in a new position. In those instances, the employee may submit to the Human Resources Director a request for the seniority adjustment within thirty (30) days of permanent appointment.
- 10.2.7 On re-employment of laid off employees, the City shall notify the employee by Certified Letter, with a copy to the Union, mailed to the employee's last known address. The employee shall have five (5) days to report the employee's intentions to the City and shall report to work within two (2) weeks after notification to the City.
- 10.3 Shift Selection. Employees within each classification shall have a right to select their work shift and days off, on the basis of their position on the Union Employee List. Shift selection sign-up shall occur twice per year, to be implemented on the first day of the pay period closest to March 15th and September 15th of each year. The Union will receive the sign-up from management by the 26th of

the month prior to the start of the sign-up for review and input (January 26 and July 26 of each year).

- 10.3.1 Out of Union Employee List order shift assignments may be made: (1) for employees in a training status; (2) to accommodate personal hardship requests by mutual agreement between the City and Union not to exceed three (3) months; or (3) short-term special assignments to accommodate medical conditions by mutual agreement between the City and the Union.
- 10.3.2 Shift Sign-up Shift sign-ups will be conducted by the Union with a supervisor available to answer questions.
- (A) The Union member responsible for conducting the sign-up will be released from work to conduct the sign-up with pay.
 - (B) Shift sign-ups will be completed by the Union and delivered to the Bureau by March 1st and September 1st of each year.
 - (C) Shift and days off selections will be made available to employees by the Bureau and the Union for the start of the shift sign-up process on February 1 and August 1 of each year.
 - (D) The Union member conducting the sign-up will be responsible for selecting the shift/days off for any bargaining unit member not present during the sign-up and/or any bargaining unit member who did not leave their selections with the Union member responsible for conducting the sign-up.
 - (E) An ECDT or ECCT who is approaching final certification at phones or dispatch may be included in the applicable sign-up.
- 10.3.3 Modified sign-up. An ECDT or ECCT who certifies between sign-ups shall be included in a modified sign-up. The modified sign-up shall be accomplished by posting the shifts/days off to allow those employees who did not have the opportunity to bid for that slot on the previous sign-up to bid for that slot. The modified sign-up shall be completed as soon as practicable and implemented at the beginning of the first pay period which occurs at least seven (7) days following completion of that sign-up.

- (A) When an employee changes shifts because of a modified sign-up the employee's unused vacation time on the vacated shift will revert back to the shift and be open for vacation sign-up as provided for in 11.9.
 - (B) When a vacation slot is reopened within sixty (60) days of the slot, the slot will remain open up to forty-eight (48) hours prior to and including that date. The employee who moves to a new shift may sign up for any open vacation prior to the beginning of the new shift as provided for in 10.5.8. The original vacation bids of newly certified ECCTs and newly promoted EC Police Dispatchers, and EC Sr. Dispatchers will be honored on their new shifts.
- 10.3.4 Any shift change related to a modified sign-up will follow the same provisions as in 5.2.3 for adjustments and pay.
- 10.3.5 The Union Employee List shall be maintained by the Union for the purpose of shift and selection and will be provided to the Bureau. It shall be the responsibility of the Union to resolve any employee disputes regarding the List.
- 10.4 Annual Leave Selection. Annual Leave selections shall be on the basis of position on the Union Employee List. Each employee will be entitled to exercise an Annual Leave bid once each sign up period, except as provided in 10.3.3.
- 10.4.1 The following Annual Leave language applies to all bargaining unit employees within their classification.
- (A) There shall be one (1) annual leave slot for every ten (10) phone certified call-taker and dispatch employees as of January 26 and July 26 (the date shift and days off selections in 10.3.2(C) are made available to the Union). For example:
 - Three (3) annual leave slots for 30-39 bargaining unit employees
 - Seven (7) annual leave slots for 70-79 bargaining unit employees
 - Ten (10) annual leave slots for 100-109 bargaining unit employees
 - Thirteen (13) annual leave slots for 130-139 bargaining unit employees

- (B) Distribution as determined by 10.4.1 will be guided by the following:
 - One (1) Annual Leave slot for each shift assigned nine (9) or less employees
 - Two (2) Annual Leave slots for each shift assigned ten (10) or more but less than twenty-three (23) employees
 - Three (3) Annual Leave slots for each shift assigned twenty-three (23) or more employees
 - (C) For the purposes of annual leave bids, shifts of ten (10) or fewer employees may be combined with another adjacent shift. The Bureau will designate which shifts shall be combined.
 - (D) Before implementation, the Bureau will provide the Union a draft of the leave slot configuration for review and comment. If the Bureau and Union cannot agree on the distribution of the remaining slots they will be distributed to the shifts with the highest employee to annual leave slot ratio.
- 10.5 Prior to certification, employees will be approved by the Training Department for annual leave. Upon certification, employees will be subject to the same annual leave bid process as other certified bargaining unit employees.
- 10.5.1 Approved annual leave for trainees will move with them when they change coaches. If there is an open leave slot, the slot will be filled by the trainee. If there is no open slot an additional slot will be opened for the trainee. If the days off have changed in the move the actual block of time, including previous off-duty days, will be honored.
- 10.5.2 Annual Leave Sign-up. Annual Leave sign-ups will be for approximately six (6) month periods which will coincide with the shift selection periods as specified in Article 10.3 above.
- 10.5.3 Annual Leave sign-ups will be conducted by the Union.
- 10.5.4 The Union shall complete the Annual Leave sign-up as quickly as possible after the shift/days off selection sign-up. In no case shall it be completed later than one week prior to the sign up implementation date.

- 10.5.5 The Union will devise the method for conducting Annual Leave sign-ups.
- 10.5.6 Bargaining unit members shall be required to follow the prescribed method for Annual Leave sign-up as established by the Union.
- 10.5.7 Bargaining unit members who fail to sign-up for an Annual Leave period in the manner established by the Union will be considered to have exercised a pass for that leave period.
- 10.5.8 The Union will provide the Bureau with the results of the Annual Leave sign-up in a timely fashion so that scheduling problems are minimized.
- 10.6 Permanent shift trades may be made by mutual agreement between the employees and the City, provided such changes are posted and there are no objections. Any such mutually agreed changes shall not be subject to the overtime provisions of this agreement.
- 10.6.1 Shift Trades. Individual trades of full or partial shifts may be made under the provisions of the Fair Labor Standards Act.
- (A) Trades must be approved by a supervisor.
- (B) 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 they had worked their normal work schedule for that shift. Notwithstanding the provisions of ORS 653.268, no time shall any hours worked under a trade agreement be paid at the overtime rate. Lunches and breaks earned in conjunction with a shift trade can be combined as allowed under Article 6.4, and to remain FLSA compliant.
- (C) 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.

- (D) 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.
 - (E) Employees are responsible for ensuring that their assigned shifts are covered.
 - (F) 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 they had worked their 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 their annual leave accrual, and if none, from future annual leave accrual until the deficit is erased.
 - (G) Failure to work a trade twice in six months shall result in termination of all trade privileges for the subsequent six months. Failure to fulfill a trade may also result in the termination of trade privileges and/or disciplinary action.
- 10.7 Injured Worker Return to Work. The parties jointly recognize the desirability of returning an injured worker, whose condition is not medically stationary, to some form of available work at the earliest possible time consistent with the ability of the worker to return as certified by the treating physician. Employees may be temporarily assigned available work other than in their regular job classification as soon as released to do so by the treating physician.
- 10.7.1 An injured worker whose condition is medically stationary will be given the opportunity to return to the employee's original classification if medically able to do so. If the injured worker's condition does not permit return, the City will make reasonable effort to accommodate such condition and to return the injured worker to available and suitable work in accord with State law. Such accommodation efforts shall include a City-wide search

in accordance with Human Resources Administrative Rules and other collective bargaining agreements.

- 10.7.2 A job which is vacant by reason of a compensable injury will be treated as a temporary vacancy until the employee is found medically stationary, but in no case shall exceed six (6) months. During this period, an injured worker who has received a full release will be returned to the employee's former job on request. An employee displaced by the return of an injured worker will be entitled to bump pursuant to the employee's seniority and classification. Once found medically stationary or after six (6) months, an employee who is absent due to compensable injury and unable to return to work shall be placed on medical layoff status in the employee's classification.
- 10.8 Employees may request a lateral transfer to another bureau by notifying the Human Resources Bureau of their desires.
- 10.9 Retention and Forfeiture. Job class (layoff) seniority shall continue and accumulate during approved leaves of absence in accordance with the provisions of the City Charter and Human Resources Administrative Rules. All seniority shall be broken by resignation or termination for just cause. In the event an employee is reinstated under the Rules, their job class (layoff) seniority will be established according to those Rules.
- 10.9.1 Any employee who is promoted and fails to qualify for the new position shall have the right to be returned to the employee's former classification and department based on seniority with all the rights and conditions of employment the employee had in the employee's former classification.
- 10.9.2 Within one hundred eighty (180) days of promotion, any employee may elect to return to the employee's former classification and bureau with no loss of rights and conditions of employment; provided, however, a vacancy exists in the employee's former classification and bureau within six (6) months of the promotion.

- 10.10 The City agrees to make available to the Union, upon request, copies of any personnel list the City maintains regarding seniority or classification changes.
- 10.10.1 The Union agrees to make available to the City, copies of the Union Employee List to be used for the purposes of shift/days off and Annual Leave selection.
- 10.11 In the event of a layoff in the Bureau of Emergency Communications, layoffs shall occur in the following order:
Pursuant to Article 10.2, all employees identified within the classification shall be laid off before proceeding to the next classification. Furthermore, those employees who have the least seniority within a classification shall be laid off first, subject to the following exception: Those employees certified at Police Dispatch shall at no time be laid off prior to an employee not certified in Police Dispatch.

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

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

- 10.12 Probationary Period. The entry probationary period is twelve (12) months from date of hire. Entry probationary employees are not permanent, serve at the pleasure of the City, and may be disciplined and discharged without just cause and without recourse to the grievance procedure.
- 10.12.1 After completion of the initial twelve (12) month probationary period, employees may only be disciplined and discharged for just cause. It is specifically understood that just cause shall include inability or failure on the part of an employee to attain certification in accordance with BOEC job requirement prior to completion of eighteen (18) months' service from date of hire.

Article 11. ANNUAL LEAVE

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

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

service anniversaries, leave shall accrue at the following rates:

Anniversary	Accrual Rate Per Bi-Weekly Period	Equivalent Annual Leave
Entry	8.31 hours	216.06 hours
1	8.47	220.22
2	8.62	224.12
3	8.77	228.02
4	8.93	232.18
5	9.08	236.08
6	9.24	240.24
7	9.39	244.14
8	9.54	248.04
9	9.7	252.2
10	9.85	256.1
11	10	260
12	10.16	264.16
13	10.31	268.06
14	10.47	272.22
15	10.62	276.12
16	10.77	280.02
17	10.93	284.18
18	11.08	288.08
19	11.24	292.24
20	11.39	296.14
21	11.54	300.04
22	11.7	304.2
23	11.85	308.1
24	12	312
25	12.16	316.16
26	12.31	320.06
27	12.31	320.06
28	12.31	320.06
29	12.31	320.06
30	12.31	320.06

- 11.2 An employee's Annual Leave is deemed earned and shall be credited each payroll period.
- 11.3 In computing total amount of service as used in 11.2 above:

- 11.3.1 Includes time taken while on leave of absence with pay or for military leave without pay.
- 11.3.2 Includes any time under temporary appointment in City service, employment by the Dock Commission, the Exposition-Recreation Commission, and the Portland Development Commission.
- 11.3.3 Includes absence because of an on-the-job injury up to one year.
- 11.3.4 Excludes time in City service for pension benefits.
- 11.4 Employees shall continue to earn Annual Leave credit for:
 - 11.4.1 A cumulative period of one year because of time lost for each on-the-job injury, provided that the employee returns to work in accordance with the Bureau of Human Resources Administrative Rule 6.03, Vacations. However, should such on-the-job injury result in disability retirement, the employee will be paid for such accrued Annual Leave up to the one-year maximum accrual.
 - 11.4.2 Any authorized leave of absence where an employee continues in paid status.
 - 11.4.3 Any authorized personal leave of absence not to exceed thirty (30) days.
- 11.5 The total number of Annual Leave hours accrued at the end of the first payroll period in January cannot exceed an employee's Annual Leave accrual for the preceding twenty-four (24) month period. Any excess credit at that time will be forfeited. Except, however, if during the month of December, the Employer requires an employee to work a previously scheduled and approved leave period, the amount of leave worked may be carried over in addition to two year's accumulation.
- 11.6 Annual Leave credits will not be available for use until the employee has completed ninety (90) days of service. Whenever an employee with more than ninety (90) days service is laid off or terminated, Annual Leave time shall be paid in a lump sum.
- 11.7 Employees shall have the right to exercise their seniority in determining their Annual Leave times as provided in Article 10.

- 11.8 Employees shall be able to schedule Annual Leave at other times than at the semi-annual leave sign-up as follows:
- 11.8.1 With a minimum of forty-eight (48) hours and maximum of sixty (60) days' notice, employees shall be allowed to schedule Annual Leave up to the number of annual leave slots assigned to their shift or combined shift;
 - 11.8.2 The Bureau shall continue its current practice of allowing employees to sign up for vacation slots under Article 11.9. The Bureau shall grant vacation requests to alternates if the vacation slot is cancelled or vacated with more than 48 hours' notice.
 - 11.8.3 When a vacation slot is reopened within sixty (60) days of the slot, the slot will remain open up to forty-eight (48) hours prior to and including the date of the slot. The employee who moves to a new shift may sign up for any open vacation prior to the beginning of the new shift as provided for in 10.3.3. Newly certified ECDTs' or ECCTs' original vacation bids will be honored on their new shift.
 - 11.8.4 Anniversary Benefit. Upon the 3rd, 5th, 10th, 15th, 20th, 25th, 30th and 35th anniversaries of an employee's hire date, the employee will be allowed to take an accrued vacation day where a vacation slot would not normally be available. One additional Annual Leave request may be approved per shift grouping per day, excluding the following days: Fat Tuesday (Mardi Gras), St. Patrick's Day, Cinco de Mayo, Independence Day, Halloween, Thanksgiving, Christmas Eve, Christmas, New Year's Eve, and New Year's Day. All other rules will be followed regarding Annual Leave requests under Article 11.
- 11.9 An employee may be allowed to take leave at other times than those specified in other sections of this Article or in Article 10 upon reasonable notice and by mutual agreement between the employee and the immediate supervisor.
- 11.10 Once an employee's Annual Leave time has been scheduled, the employer shall not cancel such scheduled Annual Leave time unless the needs of the operation so dictate. If the employee feels scheduled Annual Leave was canceled without good reason, the matter will be subject to

the regular grievance procedure. If the Employer is found to be in violation of this Article, the employee will be paid at time and one-half for the time worked during the scheduled Annual Leave, with no loss of accrued Annual Leave time. Furthermore, the Employer will make every effort to accommodate the employee in rescheduling the employee's new Annual Leave irrespective of bid or available slot.

11.11 No allowance shall be made to an employee for sick leave during a period designated in advance for Annual Leave purposes; except upon a determination by the Commissioner in charge that the injury or illness was of a serious nature. Prompt notification of the injury or illness, and clearance by the person in charge of the employee's payroll unit, shall be made as provided in the Bureau of Human Resources Administrative Rule 6.04, Sick Leave.

11.12 Employees on FMLA, OFLA, or parental leave extension (per Article 14.4.2) shall exhaust all paid leave before being permitted to be on an unpaid status except that they may reserve a total of eighty 80 hours of annual leave per calendar year for future use.

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

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

11.13 **Vacation Sell Back.** Effective January 1, 2024, employees who use at least two (2) work weeks of vacation per calendar year may elect to sell up to one FLSA work week of vacation back to the City.

Commented [KMA15]: An irrevocable form and details for a submission deadline is currently being drafted by BHR Payroll.

Commented [AK16R15]: OK.

11.13.1 Bargaining unit employees will have the option to be voluntarily paid out for up to one FLSA work week of their accrued but unused vacation time, one time per calendar year, from January 1st to December 31st, each year through the duration of the Agreement.

11.13.2 Employees must designate in writing their irrevocable agreement to sell back

vacation time in the following calendar year (e.g., if an employee intends to sell back vacation in the 2024 calendar year, the employee must submit their written request before the end of the 2023 calendar year).

Article 12. HEALTH AND LIFE INSURANCE

- 12.1 **Labor/Management Benefits Committee.** The parties agree to the continuation of the city-wide Labor/Management Benefits Committee. The committee will consist of sixteen (16) 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), Professional Technical Employees Local 17 (PROTEC 17), the Portland Police Association representing Emergency Communications Operators (BOEC), Laborers' Local 483 representing Recreation Instructors (Recreation), the Portland Police Commanding Officers Association (PPCOA), AFSCME Local 189, and Laborers' Local 483 for Portland City Laborers (PCL). The remaining eight (8) members shall be appointed by the City.
- 12.1.1 A quorum of twelve (12) voting members is required for the committee to take action. An absent committee member may designate a substitute with full voting authority or designate another committee member as proxy to vote on the absent committee member's behalf. Any committee member may invite one or more visitors to attend committee meetings.
- 12.1.2 The committee shall select its chairperson, who shall serve at the will of the committee.
- 12.1.3 In order to make a recommendation to the City Council, at least twelve (12) committee members must vote in favor of the recommendation. The committee shall be responsible for establishing internal committee voting and decision-making processes.
- 12.1.4 Members of the committee shall be allowed to attend committee meetings on on-duty time. In the event meetings are scheduled outside the regular shift hours of a committee member, the City shall make every effort to

adjust the shift of the member to allow the member to attend while on duty.

- 12.1.5 The committee shall meet at least quarterly, and shall make written recommendations regarding plan design changes in the employee benefits program to the City Council no later than April 1st of each year.
- 12.1.6 The City Council shall retain the discretion to implement or reject any of the committee's recommendations. In the event the committee makes a recommendation that is consistent with the committee's authority, is actuarially sound and meets all the requirements of federal, state and local laws, and Council rejects the recommendation, any reductions in plan costs that may have occurred due to the change in plan design, will be treated as having occurred for the purposes of calculating the maximum City contribution under this agreement. These costs will be calculated by evaluating the premiums and/or rates as if the changes had occurred, the rates and/or premiums absent the changes, and the number of participants under the plan(s) involved. (For example, if the self-insured plan two party rate would be \$298 per employee per month with the addition of a benefit design change "X", but Council rejects the design change and therefore the two party rate is \$350 per month per employee, the City contribution will be increased \$52 per month per employee on the self-insured plan to give credit for the change.)
- 12.2 Benefits Eligibility. The City offers healthcare benefits to regularly appointed full-time and part-time employees and their qualified dependents. The plan is administered in compliance with all applicable federal, state, local laws, statutes and rules.
 - 12.2.1 Permanent full-time employees shall be eligible for medical, dental, vision and life insurance coverage the first of the month following the date of hire. Permanent full-time employees shall cease to be eligible as provided herein for medical, dental, vision and life insurance coverage on the last day of the month following the date of unpaid leave status or their separation from active employment. Medical, dental, vision and life insurance benefits will be paid at 100% of the city contribution for

those employees who have a Standard Hours designation of at least seventy-two hours in a pay period in a benefits eligible, budgeted position.

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

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

- 12.2.4 The percentage of benefits shall be based on the employee's standard hour designation for the period of part-time (or job-share) work under the program.
- 12.2.5 Medical, dental, vision and life insurance benefits may be denied to employees who are in a pay status for less than seventy-six (76) hours during a calendar month by the withholding of city-paid premiums for the subsequent month.

12.3 City Contributions.

- 12.3.1 High Deductible Health Plan (HDHP). The City shall contribute one hundred percent (100%) of the medical and vision rates and ninety-five percent (95%) of the dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any

variation of the tiered rates recommended by the LMBC and subsequently approved by City Council.

12.3.2 Self-Insured Medical Plan or Kaiser Plan.

The City shall contribute ninety-five percent (95%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council for each regular full-time employee who elects the Self-Insured Medical Plan or the Kaiser Plan; provided that the employee has received a preventive health care examination within the prior two (2) full calendar year period. Each regular full-time employee who elects the Self-Insured Plan or the Kaiser Plan and who received a preventative health examination within the prior two (2) calendar years shall contribute five percent (5%) of the medical, vision and dental rates adopted by City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council.

The City shall contribute ninety percent (90%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council for each regular full-time employee who elects the Self-Insured Medical Plan or the Kaiser Plan and who has not received a preventive health care examination within the prior two (2) full calendar year period. Each regular full-time employee who elects the Self-Insured Plan or the Kaiser Plan and who did not receive a preventative health examination within the prior two (2) calendar years shall contribute ten percent (10%) of the medical, vision and dental rates adopted by City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council.

- (A) Newly hired full-time regular employees who elect the Self-Insured Medical Plan or the Kaiser Plan will have

one (1) full calendar year to receive a preventive health examination to retain the City's ninety-five percent (95%) contribution and the employee's five percent (5%) contribution in the subsequent plan year. The City shall contribute ninety percent (90%) and the employee shall contribute ten percent (10%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council for each newly hired full-time regular employee who does not receive a preventive health examination within the first calendar year of service.

For example, for an employee hired in November 2021, the employee will contribute five percent (5%) through June 30, 2023. If the new employee receives a preventive health care examination in calendar year 2022, the employee's five percent (5%) will continue effective July 1, 2023. If the newly hired employee did not receive a preventative health care examination in calendar year 2022, then the employee's contribution level would change to ten percent (10%) effective July 1, 2023.

- 12.3.3 Contributions for Part-Time Employees. Contributions for part-time employees are governed by clause 12.2.3. Once plan rates for each benefit year have been adopted by the City Council, the respective City and Employee contributions shall be computed and the Union shall be provided written notice of the amounts.
- 12.3.4 Opt Out. A benefits eligible employee who has alternate group medical coverage may opt out of the City provided medical/vision coverage. A full-time employee who chooses to opt out shall not be required to pay the contribution in Article 12.3 and its subsections and shall receive a cash payment every eligible payday (except for the third payday in a month) as follows:
- | | |
|--------------|---------------------------|
| Cash Payment | \$55 per eligible payday. |
|--------------|---------------------------|
- 12.3.5 Full-time employees will receive the cash payment subject to withholding. 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 (except the third payday in a month) as follows:

City Contribution \$125 per eligible payday

- 12.3.6 Effective July 1 of each year of the Agreement, the City contribution rates provided in the previous year of the Agreement to each employee who opts out of medical coverage shall be adjusted to reflect the full annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index between the second half of the most recent calendar year and the second half of the second most recent calendar year) for West Size A Class Cities as published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the contribution rate increase be less than two percent (2%) or greater than ten percent (10.0%).
- 12.4 Domestic Partners. Benefit coverage for domestic partners will continue. Availability of domestic partner benefit is subject to continuing availability from the City's benefit employee benefit insurance carriers. The Committee will recommend eligibility rules governing domestic partner benefit coverage to the City Council.
- 12.5 Health Fund Reserves. The Health Fund shall be maintained with adequate reserves to meet fund obligations.
- 12.5.1 The term "excess reserves," as used in this agreement, shall be defined as the monies in the Health Fund which are not needed to meet fund obligations. Excess reserves shall remain in the Health Fund, but shall be subject to separate reporting to the committee.
- 12.6 Retiree and Survivor Benefits. The City shall make available to a retired employee, spouse and children, or to the surviving spouse and children, or to a surviving spouse, the same medical, dental, and vision benefits offered to active employees. The cost of the plans shall be borne by the retiree or the retiree's spouse. The health care insurance coverage shall be made available for a retired employee until the retired employee becomes eligible for federal Medicare coverage, for the spouse of a retired employee until the spouse becomes eligible for

federal Medicare coverage and for a child until the child arrives at majority.

- 12.6.1 The City shall provide to the spouse and dependent children of an employee who is killed on the job, the same medical, dental and vision benefit plans available to active employees. The City agrees to continue the City contribution for the spouse and dependent children until the spouse reaches age sixty-five or remarries and for each dependent child to the age which meets the eligibility requirements of the health plan in which they are enrolled.
- 12.6.2 The promise of the City to provide insured plans is dependent upon the continuing availability of such plans from an insurance carrier and the qualification by the retired employee with the plan while the retiree was employed with the City. Should an insurance carrier terminate the plan, the City shall attempt to replace it.
- 12.7 Life Insurance. The City shall provide each employee with a life insurance coverage through a group policy; said policy shall be secured and maintained in accordance with the City's existing practices.
 - 12.7.1 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.
 - (A) Effective July 1, 2022, the policy shall be \$50,000.
 - 12.7.2 The City shall make available supplemental life coverage on a voluntary, employee paid basis.
- 12.8 Deferred Compensation. The City shall allow employees under this contract to participate in the Deferred Compensation Program that is currently available to employees. However, if the program is determined not to be allowable as a tax deferral under the Internal Revenue Code, the participating employee shall hold the City and the Union harmless against any and all claims, demands, or other forms of liability arising as a result of any invalidation of the terms and conditions of the Program.

- 12.9 Federal and State Health Legislation. If the Federal Government enacts or changes Federal Health Legislation, or the State of Oregon enacts or changes any State Health Legislation, including ORS 243.303, or if any taxing authority taxes or otherwise limits or restricts health care benefits paid by the City, the City and the Union will immediately negotiate on the effect of that legislation as it pertains to this Article.
- 12.10 Disability Insurance. The City shall modify the benefits plan to include the addition of disability insurance for employees as recommended by the Labor/Management Benefits Committee and approved by the Portland City Council.

Article 13. SICK LEAVE

- 13.1 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.
- 13.2 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 four (4) hours per biweekly payroll period, or one hundred four (104) hours per year of service. Sick leave will not accrue during unpaid leaves of absence exceeding thirty (30) days. Employees may accumulate unlimited sick leave.
- 13.3 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.
- 13.4 Non-protected Dependent Sick Leave. In situations where an employee's family member (spouse, domestic partner, parent, grandparent, grandparent in-law, step child, child in law, grandchild, sibling, step sibling, step parent, step grandparent, sibling in law, parent in law, and equivalent relative of an employee with a domestic partner, and individuals related by close affinity, including relationships such as unmarried partners, household members, "chosen family", and any person with whom the employee has a significant personal bond that is like a familial relationship,

regardless of biological or legal relationship) becomes ill or injured and alternate means of transporting or caring for such person cannot be arranged immediately by the employee, the employee shall be permitted to use vacation time or sick leave. The 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. Employees who use dependent care under this Article on more than three days per calendar year may be required to provide a medical certification for all subsequent use of close affinity leave in a calendar year.

- 13.5 Attendance Incentive. If an employee has a balance of one hundred (100) hours or more of sick leave at the end of the calendar year and has used less than one-half of their annual sick leave accrual (51 or fewer hours for full-time employees, 25.5 hours for part-time employees) in that calendar year, the employee is eligible to have up to fifteen percent (15%) of their remaining sick leave accrued in that calendar year converted to annual leave. Requests for conversion may be made once per calendar year and must be made in the first four (4) weeks of the following calendar year in which the incentive is earned. Eligibility for part-time employees is pro-rated to their standard hours.
- 13.6 . Notification of Absence. When the need for an absence is foreseeable, employees shall notify their supervisor as soon as possible after knowledge of the need to be absent, but no later than two (2) hours in advance of their assigned shift. When the need for absence is unforeseeable (sudden emergency, illness or accident), employees shall notify their supervisors as soon as practicable. Repeated failure to make notification as required may result in disciplinary action.
- 13.7 Oregon State Sick Time. Employees may use forty (40) hours of accrued sick leave per calendar year as protected sick time per ORS 653.601-653.661. The employee's first forty (40) hours of sick leave used in a calendar year will count against the Oregon protected sick time bank. An employee's use of accrued sick leave protected under the State Sick Leave Statute will count separately from absences that are protected under FMLA/OFLA.

13.8 Unauthorized Use of Non-Protected Sick Leave.
Unauthorized use of non-protected sick leave may be subject to corrective or disciplinary action, up to and including discharge. Protected sick leave use under FMLA, OFLA, ADA, Oregon State Sick Time Act, or any other Federal or State law is not subject to this provision.

13.8.1 Unauthorized use of non-protected sick leave may include, but is not limited to, the following unauthorized instances:

- (A) Absences that are not bona fide sick leave purposes as outlined in Article 13.1, under FMLA/OFLA, under the ADA, or under the Oregon State Sick Time Act.
- (B) Use of non-protected sick leave as a supplement for annual leave or other types of leave.
- (C) Non-protected sick leave absences in conjunction with scheduled days off, vacation days, "prime days," or some other specific pattern of usage, including patterns of partial shift sick leave absences. Patterns of non-protected sick leave use shall not be the sole basis for a determination of sick leave misuse; however, a specific, articulable, and consistently repetitive use of non-protected sick leave at the beginning or end of the employee's shift may be the basis for a determination of non-protected sick leave misuse.
- (D) Repeated use of non-protected sick leave as soon as the leave is accrued.
- (E) More than 64 hours of non-protected sick leave used in the prior twelve (12) month period.
- (F) Unprotected, unpaid absence(s).

13.9 Sick Leave Review. Generally, prior to taking any disciplinary and/or corrective action for unauthorized use of non-protected sick leave, the Bureau will conduct a review for potential misuse under Article 13.8 A-F. The purpose of the sick leave review is to provide the employee the opportunity to identify the specific reasons for the non-protected sick leave, and to assist the employee in a cooperative effort to alleviate the cause of the problem. The Bureau will provide the employee with at least twenty-four (24) hours prior notice before holding the sick leave

Commented [AK17]: Renumbered.

review with the employee. At their election and arrangement, the employee may bring a union representative to the sick leave review meeting.

- 13.9.1 The Bureau may require an employee to submit verification of eligibility for sick leave from the employee's medical provider for non-protected sick leave absences of three (3) consecutive days or longer if they meet the factors identified in 13.8.1.
- 13.9.2 During a sick leave review under Article 13.8.1 A-F, the Bureau will conduct a just cause review of the relevant factors with the employee.
- 13.9.3 At the conclusion of a sick leave review, the Bureau will determine whether corrective action is necessary, as follows:
 - (A) If the Bureau determines that the employee's attendance record does not violate Article 13.8.1 A-F, no further corrective action will be taken at that time.
 - (B) If the Bureau determines that the employee's attendance record violates Article 13.8.1 A-F, the Bureau may issue a letter of counseling as provided for in Article 13.10.1 or may take additional steps as outlined in Article 13.10.2-13.10.4.
- 13.10 Corrective Action and Discipline for Unauthorized Use of Non-Protected Sick Leave. The goal of corrective action is to place the employee on notice violations of Article 13.8.1 A-F are not acceptable and to give the employee a reasonable opportunity to correct them. The following corrective steps are available:
 - 13.10.1 Step 1 – Counseling. When addressing unauthorized use of non-protected sick leave under Article 13.8.1 A-F, the Bureau will begin with a non-disciplinary counseling. Counseling will not become part of the employee's permanent personnel record. Letters of counseling may be removed in accordance with Article 27.5. Following a counseling, the Bureau will continue to monitor the employee's attendance to determine whether further corrective action is necessary. Employees will be given six (6) weeks from the date of receiving a counseling to confine their usage of non-protected sick leave to a level that does not violate Article 13.8.1 A-F.

Employees who fail to do so may be moved to the next step of corrective action.

- 13.10.2 Step 2 – Letter of Expectation. For the next incident of unauthorized use of non-protected sick leave under Article 13.8.1 A-F, the employee may be issued a letter of expectation that requires the employee to take immediate and sustained corrective action to improve the employee's attendance. The employee will also be required to provide a doctor's note or other verification for each occurrence of non-protected sick leave for the next four (4) months. Employees on this step who fail to show immediate and sustained corrective action to improve attendance or fail to provide a required doctor's note/verification may be moved to the next step of corrective action.
- 13.10.3 Step 3- Progressive Discipline. For the next incident of unauthorized use of non-protected sick leave under Article 13.8.1 A-F, the employee may be subject to progressive discipline in accordance with Article 27. The employee will also be required to provide a doctor's note for each occurrence of non-protected sick leave for the next four (4) months. Employees on this step who fail to show immediate and sustained corrective action to improve attendance or fail to provide a doctor's note may be moved to the next step in progressive discipline.
- 13.10.4 Where there is evidence of serious misconduct associated with unauthorized use of non-protected sick leave, the Bureau may impose discipline for just cause in accordance with Article 27 without first exhausting the above-listed steps. For example, intentional and knowing deceit about sick leave use is an example of "serious misconduct" as contemplated by this Article.
- 13.11 Medical Leave of Absence. If, at any time, an employee has exhausted their FMLA/OFLA, other protected leaves, and other paid leave banks, the employee may request and the Bureau may grant a medical leave of absence under Article 14.3.1 for the purpose of recovering from the illness, injury or chronic condition. Before returning to work from a medical leave of absence, an employee will be required to undergo a fitness for duty examination by a

physician of the Bureau's choosing to ensure the employee is medically qualified for duty.

- 13.12 Medical Layoff. If at any time, an employee has exhausted their FMLA/OFLA, other protected leaves, and other paid leave banks, the employee may be subject to a medical layoff. Once a layoff has been approved, the employee will be placed on the recall list for a period of up to five (5) years, after which the employee's name will be removed from the recall list. Prior to being recalled, employees who are laid off and subsequently released to return to work within the five (5) year period will be required to undergo a fitness for duty examination by a physician of the Bureau's choosing to ensure the employee is medically qualified to return to work.
- 13.13 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.
- 13.14 The Bureau will attempt to provide pregnant employees with reasonable accommodations regarding their work schedules during their pregnancies, provided the employees submit medical documentation in accordance with State/Federal law.
- 13.15 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.
- 13.16 Industrial Accident Leave. During an absence due to an industrial accident which has been accepted by the Risk Management Division, any employee covered by this agreement shall be entitled to receive an income

supplement from the City for as many days as the employee had accrued sick leave prior to the accident. The amount of supplement is designed to provide no more net compensation while on time loss than the employee would have received while working their regular hours. Supplemental pay will be determined in the following manner:

- 13.16.1 The Employee's base hourly rate will be multiplied by the number of regular hours in a pay period to determine the regular gross pay. From this amount the mandatory deductions of FICA and State and Federal withholdings based on the reported exemptions prior to the time of the accident will be deducted. The result will be the regular net pay amount that will be met with any combination of time loss pay, regular hours pay, and supplemental pay.
 - 13.16.2 The total mandatory deductions in 13.16.1 above will be divided by the regular gross pay as calculated in 13.16.1 above. The result will be the worker's standard mandatory deduction rate.
 - 13.16.3 The amount of net Supplemental Pay will be determined by taking the regular net pay from 13.16.1 above, subtracting Worker's Compensation time loss payments, then subtracting the product of gross pay from regular hours worked (including pay for approved time off) times one minus the worker's mandatory deduction rate determined in 13.16.2 above.
 - 13.16.4 The net Supplemental Pay determined in 13.15.3 above will be divided by one minus the worker's mandatory deduction rate as determined in 13.16.2 above to determine the amount of gross supplement pay required to yield the target net pay.
 - 13.16.5 If the above calculations determine a negative net Supplemental Pay amount, the Supplemental Pay amount will be zero.
- Gross Supplemental Pay =

Commented [AK18]: Renumbering.

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

- 13.16.6 For the purpose of this section, base hourly rate is defined as the rate at which the employee would be paid sick leave or vacation time loss.
- 13.16.7 The number of days of income supplement to which an employee is entitled shall be calculated by dividing the number of sick leave hours accrued by the employee at the close of the pay period preceding the date on which the injury or illness occurred by eight (8), and rounding up to the nearest whole number. Supplemental pay will be paid on a continuous basis until exhausted. If the employee's claim for Workers' Compensation benefits is accepted by the Risk Management Division, supplemental payments based upon sick leave accrued shall not be charged against the employee's sick leave balance.
- 13.17 On an employee's date of hire, the employee shall be credited with a total of fifteen (15) days of industrial accident leave. Such leave shall be available for time lost because of industrial injury for two years from the employee's date of hire. Such leave credits shall be used prior to the supplement outlined in subsection 13.16 above.
- 13.18 Payments made by the City under 13.16 shall not be charged to accrued sick leave.
- 13.19 If an employee exhausts all benefits in 13.16 above, and remains employed with the City, the City shall maintain the employee's health and welfare insurance benefits for a period not to exceed twelve (12) months of the employee's industrial accident leave, providing s/he was eligible for City-paid benefits at the time of the accident.
- 13.20 Sick Leave Utilization Upon Retirement. The City agrees to convert sick leave pay, upon retirement to a PERS supplement, as contemplated by ORS 238.350, to the extent allowed by law.
- 13.21 Unused Sick Leave Upon Retirement. Effective July 1, 2024, this provision applies to PERS Tier 1/ Tier 2 employees. For such employees, because the sick leave credit under this provision is merely a match, it will not require sick leave to be used in exchange for VEBA credits and consequently will not reduce the number of hours that

the City reports to PERS as unused sick hours upon retirement under Article 13.20. Further, this provision applies to PERS Tier 3/OPSRP employees.

Commented [AK19]: Fixed reference.

13.21.1 An employee who has accumulated sick leave at the time of retirement shall receive a match in an amount equal to thirty percent (30%) of the first four hundred and eighty (480) hours of such accumulated sick leave, fifty percent (50%) of the second four hundred and eighty (480) hours, and seventy percent (70%) of all accumulated sick leave in excess of nine hundred and sixty (960) hours up to a maximum of 2,080 hours. The cash value of such match will be calculated on the basis of the member's pay rate at the time of retirement.

13.21.2 The City will contribute to the PPA VEBA Trust to the credit of the employee and on a pre-tax basis, an amount equal in value to 100% of the match under Article 13.21.1.

13.22 Voluntary Employee Beneficiary Association (VEBA). Effective July 1, 2024, the City shall allow members to participate in a Plan(s) which is defined to include a Voluntary Employee Beneficiary Association (VEBA), a Section 457 plan or any other form of non-qualified deferred compensation program.

Commented [KMA21]: Modified for BOEC from PPA Article 65.2

13.23 The PPA has established a retirement medical trust (the PPA VEBA Trust) for the purpose of providing for the payment of life, sick, accident or other benefits to its members.

13.24 The PPA VEBA Trust has received tax-exempt status from the Internal Revenue Service under Section 501(c)(9) of the Internal Revenue code.

13.25 The City shall withhold two percent (2%) of base pay from each individual PPA member's gross wages per pay period. This amount shall be contributed on the member's behalf to the PPA VEBA Trust each pay period or monthly, the interval to be determined by the City. The withholding shall be made on a pre-tax basis.

Commented [AK22]: Clarifies that the withholding is 2% of that employee's base pay per 7/21/23 TA.

13.26 If at any time during the operation of the Plan or Plans 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 or Plans are not tax-exempt or if participation in the Plan or Plans or operation of the Plan or Plans 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.

Article 14. LEAVES

- 14.1 Funeral Leave. In accordance with Human Resource Administrative Rule (HRAR) 6.08 – Funeral and Bereavement Leave, an employee absent from duty due to the death of the employee’s relative or any individual related by close affinity (collectively referred to as a “qualifying decedent”), or due to pregnancy loss, shall be allowed up to three (3) days’ time off duty without deduction of pay on account of such absence. Up to two (2) days of additional time may be allowed upon approval of the division head in charge (or designee).
- 14.1.1 An additional two (2) days’ leave shall be allowed an employee for necessary funeral travel time in the event of a death in the employee’s immediate family. Approval for such travel time shall be made by the division head in charge (or designee).
- 14.1.2 When an employee attends a funeral ceremony for a fellow employee within the employee’s own department, or for other public safety personnel, including EMS personnel, the employee will be granted four (4) hours’ time off with pay to attend such funeral ceremony, subject to the needs of the operation. Under exceptional circumstances more than four (4) hours’ time off may be granted by the division head (or designee).
- 14.2 Should the provisions of HRAR 6.08 change, the City and the Union will meet to negotiate over the changes per ORS 243.698.
- 14.3 Leave Without Pay. With reasonable advance notice and with the consent of the Employer, employees shall be permitted a day off without pay; provided, however, that no day off or leave shall be granted for other outside employment. It is further provided that employees may be granted long term leaves of absence for personal sickness or injury that is non job-related.

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

14.3.2 For an approved personal leave of absence of up to and including six (6) months in duration, seniority will continue to accrue. For an approved personal leave of absence of longer than six (6) months in duration, seniority will continue to accrue for the first six (6) months but not for any period beyond six (6) months.

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

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

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

14.5.2 During periods of leave covered by the Federal Family and Medical Leave Act and the Oregon Family Leave statutes identified above, eligible employees shall be required to use accrued or accumulated paid leaves,

including annual leave and, when applicable, sick leave, prior to a period of unpaid leave of absence. The use of sick leave shall be governed by Article 13 except as indicated below in this Article.

- (A) Notwithstanding the provisions of Article 14.4.2 above, an employee may hold back a combination of annual leave and a portion of compensatory time as provided by Article 11.12.
- (B) If an employee has qualified for family leave and has exhausted all other forms of paid leave, the employee may use sick leave in cases of a "serious health condition" (as defined in state law) in the employee's immediate family (as defined in ORS state law including domestic partner as defined in this Labor Agreement). If the duration of the employees' family leave is longer than the amount of the employees' accrued paid leave (not including sick leave), the employee may choose to be placed on unpaid leave of absence or sick leave for the duration of the family leave after using all other accrued paid leave. In no event may an employee use sick leave under this section to extend family leave beyond twelve (12) weeks per calendar year.

14.6 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.

- 14.6.1 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.
- 14.6.2 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.
- 14.6.3 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 within a year of the date of birth, adoption, or custody of the child.

- 14.7 City Paid Parental Leave. Per HRAR 6.05 – Family Medical Leave, employees covered under this agreement may be eligible for paid parental leave. Eligible employees may receive up to a maximum of one continuous period of paid parental leave, not to exceed six (6) calendar weeks, per event. An eligible employee may receive paid parental leave for one event per calendar year. Should the provisions of HRAR 6.05 change, the City and the Union will meet to negotiate per ORS 243.698.
- 14.8 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.
- 14.9 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.
- 14.10 Military Leave. Employees are entitled to unpaid military leave in accordance with state and federal law to perform active or inactive military duty, regardless of whether performed on a voluntary or involuntary basis. (This provision includes, but is not limited to, weekend duty and annual duty for training.) Employees may elect to use accrued annual leave or compensatory time for military leave.
- 14.11 Paid Military Leave. In accordance with state law, (ORS 408.290), employees will be granted paid leave for all periods of annual active duty for training for a period not exceeding 15 days in any one training year (federal fiscal year for the particular unit), provided the employee is employed at least six months prior to the leave. (This provision does not apply to weekend duty.)
- 14.12 Schedule Adjustment for Military Duty. An employee who does not qualify for paid leave under 14.9, may request a schedule adjustment to attend military duty which falls on

the employee's regular scheduled work day(s), provided the employee gives at least twenty (20) days' notice of the request. Upon a timely request, the employee's scheduled work day(s) will be adjusted to the employee's scheduled day(s) off. The schedule adjustment will occur within the same workweek as the military duty. No overtime shall occur as a result of any schedule adjustment for military duty.

Article 15. JURY DUTY

Commented [KMA23]: CCL

- 15.1 All employees shall be granted leave with pay and without loss of any benefits of 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:
- 15.2 The employee granted such leave shall pay all money received for service as juror or witness to the City Treasurer, less any travel allowance received.
- 15.3 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, the employee may retain the fee paid for service as a juror or witness on the employee's day off or annual leave day.
- 15.4 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.
- 15.5 An employee required to report as a juror shall be released with pay from any shift that begins on the day of the 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.

- 15.5.1 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.
- 15.5.2 If an employee is scheduled to serve on jury duty two (2) or more consecutive days, their schedule will be adjusted to day shift Monday through Friday for the duration of jury duty service, unless otherwise agreed by the employee and management.

Article 16. SAFETY

Commented [KMA24]: CCL

- 16.1 The City will exert every reasonable effort to provide and maintain safe working conditions, and the Union will cooperate to that end and support the City when discipline is reasonably required in the case of safety regulation violations. The willful violation of any State or Federal safety law by an employee shall be cause for disciplinary action or discharge.
- 16.2 The parties will encourage their members to work in a safe manner and will support City efforts to change unsafe work habits of employees. To that end, the parties shall establish a safety committee comprised of at least two members each from the City and Union. The functions of such committee shall be advisory only. Where possible, committee meetings shall be scheduled during the off duty time of the committee members. The employees shall be compensated for such meetings.
- 16.2.1 The parties agree that the pursuit of wellness is a significant importance to maintain a healthy workplace. To that end, making recommendations to the City and the Union concerning a wellness program for BOEC employees will be added as a specific focus of the BOEC Health and Safety Committee. A representative from the Health & Financial Benefits Office of the Bureau of Human Resources will act as a resource to the Health and Safety Committee.

- 16.3 All work performed by the employees shall be governed by the provisions set forth in the Oregon State Safety Codes.
- 16.4 Any employee who believes that any working condition or equipment is unsafe shall immediately call it to the attention of the supervisor. The supervisor shall immediately discuss the matter with the employee and try to arrive at a mutual agreement as to whether or not an unsafe condition exists. If unable to reach a mutual agreement on the matter, the supervisor may make a decision on the complaint. However, if the employee is not satisfied with the decision, such employee shall be allowed time to telephone the City's Safety Officer and if that person is unavailable, the Worker's Compensation Board, to request an immediate investigation of the matter.
- 16.5 No employee shall be disciplined for refusal to violate the Safety Codes or the laws of the State of Oregon or to follow a supervisory directive where the employee reasonably believes that direct bodily harm to the employee would result.
- 16.6 Any condition which the Union believes a violation of reasonable safety practices may be taken up through the grievance procedure at Step 3.
- 16.7 Ventilation. Where noxious or poisonous gases may accumulate, the City shall provide proper protection and ventilation. Proper lighting and ventilation shall be provided for all enclosed working spaces.
- 16.8 Both the City and the Union have a strong commitment to the employees of the Bureau to promote a safe work environment and encourage the highest standards of employee fitness. The parties wish to establish and maintain a work environment that is free from the effects of drug and alcohol abuse.
- 16.8.1 The City's General Employees Drug and Alcohol Policy and the standards for a positive drug test are attached hereto as Attachment 1 and those issues pertaining to the policy and standards which are mandatory subjects of bargaining are incorporated herein as part of this agreement.
- 16.8.2 Under the policy outlining employee disclosure responsibilities, the employee does not necessarily have

to divulge the medical condition or the medication they are taking - just the impact on work. As an alternative, the employee may provide a current physician's statement stating the employee can safely work given the condition or medications.

- 16.8.3 The only information forwarded from a positive pre-employment drug test will be that the test was positive and what drug was identified.
- 16.8.4 An employee shall be tested for alcohol and drugs whenever there is reasonable suspicion to believe that the employee has reported to work under the influence of alcohol or prohibited drug use that impairs the employee's ability to perform the employee's job. Reasonable suspicion will be based upon the totality of the circumstances including, but not limited to, specific, concurrent, articulable observations concerning the employee's behavior and symptoms, made by a supervisor or manager who has received reasonable suspicion training. The parties recognize that urinalysis testing for marijuana metabolites and THCA does not provide conclusive evidence of employee intoxication at the time of the test. A second supervisor or manager who has received reasonable suspicion training will act as a second witness. Employees may be subject to discipline up to and including discharge for refusing to submit to a drug and alcohol test when there is reasonable suspicion.
- 16.8.5 Any disciplinary action taken under this policy will be taken pursuant to Article 27 of this Agreement.

Article 17. UNION REPRESENTATION

- 17.1 Representatives of the Union shall have access to the Bureau's operations, provided they do not interfere or cause workers to neglect their work.
- 17.2 Designated Representatives
 - 17.2.1 A "designated representative" is a public employee and member of the bargaining unit who is designated by the Union as a representative for the employees in the bargaining unit, and for whom reasonable paid time or release time is granted pursuant to this Article. Designated representatives are the only bargaining unit employees

who may be compensated under this Article, regardless of title or designation by the Union. Designated representatives shall be authorized to engage in certain activities as described in the Article on City paid time during their regular working hours.

The Union may identify up to seven (7) bargaining unit members to serve as designated representatives. The Union shall submit the list of designated representatives to the Labor Relations staff in writing within thirty (30) days of ratification of this collective bargaining agreement and shall update such list upon changes to the list of designated representatives. Only those individuals listed as designated representatives shall be entitled to engage in these activities on paid City time.

Periodically, a member of the bargaining unit may be called upon to assist another bargaining unit employee during an investigatory meeting when no designated representative is readily available. In such limited circumstances, the bargaining unit member called upon to assist during an investigatory meeting will be considered a designated representative under this Article.

To facilitate training of new designated representatives, which aids the City in efficiently processing administrative investigations, the Union may designate a second person (who is a designated representative) to attend an investigatory meeting and/or due process meeting with another designated representative. In such cases, the second designated representative will be an observer and will not otherwise participate in the investigatory interview or due process meeting. Both designated representatives will be compensated and are subject to the rights and responsibilities as set forth in this 17.2.

17.2.2 Designated Representative activities: Designated representatives may engage in the following activities during their regularly scheduled hours without a loss of compensation, seniority, leave accrual, or any other benefits:

- (A) Investigate and process grievances and other workplace related complaints on behalf of the Union;

- (B) Attend Investigatory meetings and due process hearings involving represented employees;
- (C) Participate in or prepare for proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board;
- (D) Act as a representative of the Union for the purposes of collective bargaining;
- (E) Attend labor-management meetings held by a committee composed of City management, employees and representatives of the labor organization to discuss employment relations matters;
- (F) Provide information regarding a collective bargaining agreement to newly hired employees at employee orientation or at any other meetings that may be arranged for new employees;
- (G) Testify in a legal proceeding in which the public employee has been subpoenaed as a witness for matters relating to collective bargaining between the City and Union;
- (H) Perform any other duties agreed upon by the City and the Union in this or any other agreement.

17.2.3 Reasonable Time: Any charges by City management that indicate a designated representative is spending an unreasonable amount of time in handling grievances or disputes or performing other duties for the Union shall be referred to the Director of Human Resources or designee for discussion with the Union's President or designee. The City shall have the right to require said designated representative to refrain from excessive activities or, if after discussion with the Union President or designee, the designated representative continues to spend an unreasonable amount of time handling grievances and disputes, City management may require written authorization from the designated representative's supervisor for these activities.

17.2.4 Supervisor Notification: Designated representatives shall notify their immediate supervisor as soon as practicable indicating the nature and expected duration of

the designated representative activities that occur during the designated representative's regular work hours. If the time cannot be granted due to operational necessity, the responsible supervisor(s) shall arrange in a timely fashion for a mutually satisfactory time to perform the requested designated representative activity.

- 17.2.5 Overtime: Designated representatives are not entitled to overtime pay should the designated representative activities extend beyond their regularly scheduled work hours, unless approved by a supervisor. This does not preclude operations overtime.
- 17.3 No Discrimination for Union Activity: The City recognizes that designated representatives are desirable for the proper administration of the terms of this Agreement. The City also recognizes that it is desirable that designated representatives shall receive a fair share of the work that the employee is qualified to perform. In no event shall the City discriminate against a designated representative in the matter of layoff or rehires or discharge on account of the performance of designated representative activities.
- 17.3.1 The Union shall have a right to take up any disciplinary action brought against a designated representative by the City as a grievance at Step 2 of the grievance procedure within thirty (30) days of the alleged violation, and the matter shall be handled in accordance with this procedure through arbitration, if deemed necessary by either party.
- 17.4 Consultation, Negotiations and Meetings: Consultation, negotiations and meetings with the City representative and the Union will be carried out at times mutually acceptable, and each party shall in good faith endeavor to perform such activities at a time which will not unreasonably inconvenience the other nor detract from the City's work operations. When such activities need to be carried on during working hours of the participants, such scheduled participants shall suffer no loss of pay for time actually spent in the activity nor for reasonable travel time to and from the activity. Such activities will include portions of Civil Service meetings to the extent that employees attend to provide testimony on agenda items directly impacting their individual employment status and make prior

arrangements with their supervisor for such attendance. Where such issues impact more than one employee, no more than one employee spokesperson may attend on City time.

- 17.5 Employee Rights. The City agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the City or any City representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause, provided that such activity shall not interfere with employees in the performance of their duties.
- 17.5.1 An employee shall receive a copy of any employee evaluation report, and management will receive acknowledgment that the employee has received such report. Any rebuttal to an employee's evaluation report shall be, upon request of the employee, attached to the evaluation report and placed in the employee's personnel file. Such rebuttal must be filed within fifteen (15) work days following receipt of the evaluation report. There shall be one official personnel file maintained by the Bureau of Human Resources. All disciplinary actions will be maintained in a central personnel file. Any employee shall be allowed to examine their personnel file upon request. An employee will be made aware of any information placed in the employee's personnel file. Performance evaluations will be subject to the grievance procedure only when they are used as the basis for discipline or if an employee is claiming a factual misrepresentation. Nothing herein shall preclude bureaus from maintaining working personnel files.
- 17.5.2 All written working rules or regulations affecting the working conditions of any employee covered by this agreement shall be made available upon request to the Union. The Union and the City shall meet immediately on any rule or regulation which the Union believes to be in conflict with this agreement. It shall also be the responsibility of the City to inform employees of all rules and regulations which affect the employee.

17.6 Union Time Release: Authorized Union representatives, upon written requests from the Union, shall be given short term Union Time Release (UTR) to transact business for the Union. UTR to conduct union business shall be limited to a maximum of 350 hours in a calendar year for the entire bargaining unit. The Union will cooperate with the City by controlling requests for such UTR to a maximum of two (2) bargaining unit employees off at any given time (with the exception of negotiations meetings under Article 36), 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 UTR is required. Exception to the 72-hour rule is granted to employees who hold an Executive Board position within the Union. Employees granted such UTR for attending Executive Board Meetings, Union Membership meetings, conferences, training, or 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 136.29% of a PERS Tier I or Tier II employee's normal hourly wage and includes 27.86% for PERS, 6.2% for SSI, 1.45% for Medicare and .7787% for Tri-Met; or 129.96% of an OPSRP employee's normal hourly wage and includes 21.53% for OPSRP, 6.2% for SSI, 1.45 for Medicare and .7787% for Tri-Met.) Should the wage-driven benefits costs change, the City will provide written documentation of the change to the Union. Employees on UTR shall not suffer a loss of benefits while on UTR.

Commented [KMA25]: Update for FY 23-24 rates

For the two Designated Representatives filling PPA Executive Board positions, the Designated Representatives, upon mutual agreement with a supervisor, will be allowed to flex their work schedules to attend Executive Board meetings on on-duty time. Such schedule flexing must occur within the Designated Representatives' FLSA work period and will be taken in a way to maintain at least two consecutive days off for the Designated Representative's weekend. If agreement cannot be reached on an adjusted day off, the Designated

Representative may attend the Executive Board meeting on UTR.

- 17.6.1 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.
- 17.6.2 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.
- 17.6.3 If an employee covered by this Agreement is elected or appointed to an office in the Union of which the employee is a represented member which requires a long term leave of absence from duty with the City to represent City of Portland Union members, the employee shall, upon fifteen (15) calendar days' written notice, be granted a Union leave of absence without pay. The duration of the Union leave shall be based on the time an employee is elected or appointed to represent City of Portland Union members. An employee on Union leave that no longer fills the position to which the employee was elected or appointed, has thirty (30) calendar days in which to notify the City in writing of a desire to return to active City employment and must accept the first available opening offered that the employee is physically and technically capable of performing within the employee's City classification, or the leave is automatically terminated. Upon returning from long-term leave of absence, the employee shall be entitled to be reinstated to the same position and work location held prior to the Union long-term leave or, if not feasible, to a substantially similar position without loss of seniority, rank, or classification.

17.6.4 There shall be no more than one (1) employee on long-term Union leave, as defined by Article 17.6.3, at any given time.

17.7 The Union may use the City's electronic mail systems to communicate with bargaining unit employees regarding:

- (A) Collective bargaining, including the administration of collective bargaining agreements;
- (B) The Investigation of grievances or other disputes relating to employment relations; and
- (C) Matters involving the governance or business of the labor organization

Neither the Union nor the bargaining unit employees have a reasonable expectation of privacy in such communications on the City's electronic mail systems. Employees are not permitted to respond to such communications using the City's electronic mail systems or while on City time.

17.8 The Union will have reasonable access to bargaining unit employees. "Reasonable access" means:

(A) For newly hired employees in the bargaining unit:

- (i) The right to meet with new employees, without loss of employee compensation or leave benefits, so long as such meetings do not interfere with City operations; and
- (ii) The right to meet with the new employees within 30 calendar days from the date of hire for a period of at least 30 minutes but not more than 120 minutes, during new employee orientation or, if the City does not conduct new employee orientations, at individual or group meetings.

(B) For employees in the bargaining unit who are not new employees:

- (i) The right to meet with employees during the employees' regular work hours at the employee's regular work location to investigate and discuss

grievances, workplace related complaints and other matters relating to employment relations, so long as such meetings do not interfere with City operations: and

(ii) The right to conduct meetings at the employees' regular work location before or after the employee's regular work hours, during meal periods and during any other break periods.

17.9 The Union may use to the City's facilities or property (whether owned or leased by the City) for purposes of conducting meetings with the represented employees in the bargaining unit, so long as such meetings do not interfere with City operations. The Union shall request such use of the City's facilities at least 72 hours in advance, and the City may provide an alternative location or time based on operational needs. The Union shall have the right to conduct the meetings without undue interference and may establish reasonable rules regarding appropriate conduct for meeting attendees.

17.10 If the City has the information in the City's records, the City shall provide to the Union, in an editable digital file format agreed to by the Union, the following information for each employee in the bargaining unit:

- (A) The employee's name and date of hire;
- (B) Contact information including:
 - (i) Cellular, home and work telephone numbers;
 - (ii) Any means of electronic communication, including work and personal electronic mail addresses; and
 - (iii) Home address or personal mailing address; and
- (C) Employment information, including the employee's job title, salary and work site location.

17.10.1 The City shall provide the information described above to the Union:

- (A) Within ten (10) calendar days from the date of hire for newly hired employees in the bargaining unit; and

(B) Every one-hundred twenty (120) calendar days for employees in the bargaining unit who are not newly hired employees.

Article 18. PAYDAY

Commented [KMA26]: CCL

- 18.1 Payday shall be biweekly and in no case shall more than six (6) days' pay be held back. Paychecks will generally be available by noon on payday.
- 18.2 In case an employee is laid off, quits or is discharged, the employee shall receive pay in compliance with State law.
- 18.3 The City shall offer direct deposit capabilities that give employees the option of directing deposit of their paycheck to an eligible financial institution of their choice.
- 18.4 Upon request by the employee, the City will make any earnings-related payroll data not regularly provided on the pay stub available to the employee without unreasonable delay. This shall include providing a copy of the employee's time and attendance data once per biweekly payroll period upon written request. "Without unreasonable delay" shall generally mean that if the request is received at the beginning of the shift, the information or copy requested shall be provided by the end of the shift.

Article 19. OVERPAYMENT & UNDERPAYMENT

- 19.1 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:
- 19.2 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.
- 19.3 Where this process is utilized, the City and the employee, and the Union if requested by the employee, shall meet and attempt to reach mutual agreement on a repayment

schedule within thirty (30) calendar days following written notification.

- 19.4 If there is no mutual agreement at the end of the thirty (30) calendar day period, the City shall implement the repayment schedule stated below.
- 19.5 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 the 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.
- 19.6 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.
- 19.7 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.
- 19.8 Underpayments. In the event an employee does not receive the wages or benefits to which the employee was entitled, the City shall correct any such underpayment in accordance with Oregon wage and hour law.

Article 20. STRIKES AND LOCKOUTS BARRED

Commented [KMA27]: CCL

- 20.1 There shall be no lockouts on the part of the City, nor suspension of work on the part of the employees. This agreement is a guaranty that for its duration there will be neither strikes, picketing nor lockouts, and that all complaints, grievances or disputes arising under its

provisions will be settled pursuant to its grievance procedure. Employees covered by this Agreement shall not be used to perform work which is normally performed by striking employees.

Article 21. MAINTENANCE OF STANDARDS

Commented [KMA28]: CCL

- 21.1 The City agrees that all conditions of employment which constitute an economic benefit to employees covered by this Agreement shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, except where those standards have been modified through collective bargaining. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the City or the Union in applying the terms and conditions of this Agreement. Any disagreement between the Union and the City with respect to such error shall be subject to the grievance procedure.

Article 22. WAGE SCALES

Commented [KMA29]: CCL

- 22.1 Wages shall be paid in accordance with the provisions of Schedule "A" attached hereto.
- 22.2 Before requesting the reclassification of any position, proposing a new classification, or abolishing any represented classification, the Bureau head shall notify the Union affected by the proposed reclassification, creation or abolition, and discuss the effect thereof.
- 22.2.1 If the City reclassifies any represented bargaining unit position(s), and there is a disagreement over whether the new classification remains in the bargaining unit or over representation of the new classification, the parties will meet, within five (5) working days, to resolve the matter by mutual agreement prior to resorting to the procedures of ORS 243.650 to ORS 243.782.
- 22.3 Wage Rates for New Classifications. When any classification not listed in Schedule "A" is established, or when an existing classification is substantially revised, the City will set a wage range for the classification which is reasonably related to wage ranges for comparable positions in comparable labor market areas for the classification and to wage ranges for existing classifications in Schedule "A".

- 22.3.1 Upon setting a wage range for the new classification, the City shall notify the Union of the range and its effective date. The Union may either accept the established range or within ten (10) working days of receipt of the City's notice, notify the City's designee for labor relations of its desire to enter into discussions concerning the wage range for the new classification.
- 22.3.2 In the event the parties are unable to agree upon a reasonable wage range, the dispute will be resolved through the arbitration step of the grievance procedure of this Agreement. The arbitrator in such cases shall be limited to:
- 22.3.3 Affirming that the range established by the City satisfies the criteria set forth in Section 22.3 of this section, or
- 22.3.4 Specifying the parameters within which a range would satisfy the criteria. The arbitrator's decision shall be final and binding and shall be retroactive to the effective date established in the City's notice as provided in paragraph 22.3.1 of this section.
- 22.4 Upon request, with reasonable notice, the City will provide an accurate account of the individual employee's accumulated sick leave, Annual Leave and compensatory time credits.
- 22.5 Wage Scales. The City agrees to maintain its membership in the State of Oregon Public Employees Retirement System (PERS)/Oregon Public Service Retirement (OPSRP). The City shall continue to "pick up," assume and pay a six percent (6%) average employee contribution to the Public Employees Retirement System (PERS)/Oregon Public Service Retirement (OPSRP) for the employee members participating in the Public Employees Retirement System (PERS)/Oregon Public Service Retirement (OPSRP). Such "pick up" or payment of employee member contributions to the system shall continue for the life of this Agreement.
- 22.5.1 The full amount of required employee contributions "picked up" or paid by the City on behalf of employees pursuant to this Agreement shall be considered as "salary" within the meaning of ORS 237.003(8) for the purposes of computing an employee member's "final

average salary” within the meaning of ORS 238.005 (20) and ORS 238A.005 (16), as appropriate, but shall not be considered as “salary” for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 238.200 or 238A.330, as appropriate. Such “picked up” or paid employee contributions shall be credited to employee accounts pursuant to ORS 238.200(2) or 238A.335, as appropriate, and shall be considered to be employee contributions for the purposes of ORS 238.200 or 238A.330 as appropriate.

- 22.6 Recruitment Incentives. The following provisions recognize that certain incentives related to relocation expenses, vacation leaves, and health insurance benefits may assist the City in the recruitment and appointment of qualified candidates for certain key positions. The Commissioner-in-Charge may determine which positions are key, or in need of special recruitment efforts, and therefore merit recruitment and employment incentives. Such positions may include candidates whose job qualifications are uniquely suited to a particular City position or in a profession for which there are only a limited number of qualified candidates. Such positions should normally be identified as key before recruitment and examination efforts commence.
- 22.6.1 Based upon bona fide recruitment need, the initial permanent appointment to a classification may be at a rate up to the midpoint of the assigned range, at the discretion of the Bureau director. If the midpoint of the range is not on a step, the appointment shall be to a step below the midpoint. Initial permanent appointment above the midpoint of the assigned range may be made only with the approval of the Director of Human Resources.
- 22.6.2 Reasonable expenses associated with relocating permanently appointed new employees to key or special recruitment positions may be approved by the Commissioner-in-Charge. Such expenses shall be paid by the appointing Office or Bureau. The payment of such expenses is subject to the conditions provided for in the Human Resources Administrative Rules.

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

Article 23. PREMIUM PAY FOR WORK ON CERTAIN HOLIDAYS

23.1 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 the established hourly rate set forth in Schedule "A" of the Collective Bargaining Agreement for all regularly scheduled hours worked. There shall be no pyramiding of this premium with any other pay.

- 1100 hours on July 4 through 0500 hours on July 5
- 0001 hours through 2359 hours on the 4th Thursday of November (Thanksgiving)
- 1100 hours on December 24 through 0100 hours on December 26
- 1700 hours on December 31 through 1300 hours on January 1

23.2 Juneteenth Holiday

- a. The City will provide one deferred holiday in the amount of 9.50 hours to each PPA-BOEC represented employee on Juneteenth (June 19th) each calendar year. The deferred hours will be placed into a separate leave bank for employee use.
- b. There will be no premium pay for time worked on Juneteenth. The deferred holiday will be provided whether the employee is on or off their regularly scheduled workday.
- c. Employees shall be entitled to the Juneteenth deferred holiday provided they are in pay status for the entire scheduled workdays preceding and following the holiday.
- d. Regular, part-time employees shall have their Juneteenth deferred holiday pro-rated based upon

the number of hours they are regularly scheduled for.

- e. Employees may request time off for Juneteenth in accordance with Article 11 of the Agreement.

Article 24. CLOTHING

Commented [KMA30]: CCL

- 24.1 If the City should determine that a specific uniform or type of clothing will be required, the City shall furnish and/or replace said article of clothing or attire. The City shall notify the Union in advance of any proposed uniform or required clothing to allow for input.
- 24.2 Employees shall present themselves for work in casual work attire which is safe, in good repair and within accepted standards of decency and cleanliness. Such work attire shall not have profane or obscene language printed on it.

Article 25. TRAINING, SCHOOLS AND CONVENTIONS

- 25.1 In making determinations as to personnel who shall attend conventions or schools, the City will give consideration to personnel covered by this agreement when it finds that attendance by such employees will appreciably add to their ability to perform their duties to an extent deemed by the City to be economically justifiable. Forced overtime may be used to cover employee absences for training as long as the City has first posted the operational need as voluntary overtime.
 - 25.1.1 The City will provide opportunities for employees to have a minimum of one paid voluntary Ride Along (RAL) and/or Sit Along (SAL) per calendar year as provided by written policy. Any change to the existing procedure will be referred to the BOEC Labor Management Committee.
 - 25.1.2 The City will provide the opportunity to exchange approved annual leave once per year to attend an Employee Requested Educational Opportunity (EREO) as provided by written policy. Any change to the existing procedure will be referred to the BOEC Labor Management Committee.

- 25.2 The City agrees to continue to involve all coaches in the development of the Training and Certification program and standards.
- 25.3 Represented employees selected by the City to attend job-related training will be compensated on the same basis as other employees for wages, per diem and the costs of training and transportation.
- 25.4 The City will pay the costs incurred in City required training. Required training shall be done on paid time at the applicable straight time or overtime rate. Drivers' License and endorsements are excluded from this provision.
- 25.5 The parties agree to explore remote (online) educational opportunities during the lifecycle of this agreement.
- 25.6 When new equipment is obtained by the City, that falls within an existing classification and is significantly different from existing equipment, the City will offer the opportunity for on-the-job training to those required to operate the new equipment.
- 25.7 **Mandatory Off-Duty Training.** The City may require that employees attend periodic training up to forty (40) hours per year. Training sessions may be conducted in up to one forty (40) hour block of time once per year, or may be scheduled in smaller increments of time, not to exceed twenty (20) hours per the bi-annual shift signup period. Training will be scheduled with enough advance notice to coincide with the biannual shift and vacation signup. These training sessions shall be in addition to any training which BOEC offers to employees on a voluntary basis.
- 25.7.1 At the time of each biannual shift sign-up, the City may post the training classes that will be held within that six (6) month shift signup period. Such postings will include the class title, the days and times offered, the number of slots available, and the name of the instructor if known. Each class will have several days and start times when it is offered. The classes will not be scheduled between Thanksgiving and January 5th.
- 25.7.2 Employees may select the class they will attend on one of their off-duty days, subject to availability of slots in the class. If an employee fails to sign up for a training day,

the City can assign them to a class. In the event an employee misses a training day, the City may assign the employee to another class.

- 25.7.3 Employees will be paid overtime in accordance with Article 7. Mandatory off-duty training for employees working part-time under Article 37 shall be paid at the employee's regular rate of pay. However, the Bureau will attempt to schedule mandatory training during the part-time employee's shift as much as possible.

Article 26. UNION BULLETIN BOARDS

Commented [KMA31]: CCL

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

Article 27. DISCIPLINE AND DISCHARGE

- 27.1 Disciplinary actions or measures shall include only oral warning, written reprimand, , suspension, demotion, and discharge. Disciplinary action or measures may be imposed only for just cause. Entry probationary employees, as defined in Article 10.12, may be disciplined and discharged without just cause and without recourse to the grievance procedure. Any disciplinary action or measure imposed upon an employee may be processed as a Step 2 grievance through the regular grievance procedure.

Commented [AK32]: Updated reference.

27.2 Interview Safeguards.

27.2.1 Interviews and investigations that could result in disciplinary action shall be completed with no unreasonable delay.

27.2.2 At least two (2) of the employee's work days in advance of the interview, the Bureau will provide to the PPA and the employee subject to an investigatory interview written notification of: (1) the date, time, and location of the interview; (2) the general nature of the investigation; and (3) the information reasonably sufficient to inform the employee

Commented [AK33]: Per 6/14/23 TA.

of the circumstances surrounding the allegations under investigation.

- 27.2.3 An employee will be afforded an opportunity and facilities to contact and consult privately a Union representative and/or Union attorney, or designee.
- 27.2.4 Any interview of an employee shall occur when the employee is on duty unless the seriousness of the investigation dictates otherwise.
- 27.2.5 The employee may have a Union representative or Union designated attorney present during the interview process provided the representative does not participate in the interview beyond those activities permissible under *Weingarten* and PECBA. However, the interview may not be unduly delayed awaiting an unavailable Union representative or attorney when other Union representatives are available. If a Union attorney will be present, the Union shall notify the City in advance.
- 27.2.6 At the beginning of the interview, the employee will be notified of their obligation to answer interview questions fully and truthfully and that their failure to do so could lead to discipline.
- 27.2.7 The complete interview of the employee, noting all recess periods, shall be audio-recorded and the employee/Union, upon request, will be provided a copy of the recording. The employee/Union may also audio-record the interview at their own expense but must notify the City of the recording in advance.
- 27.2.8 If during an investigatory interview testimony raises notice of potential criminal conduct by the employee, the employee will be so informed. This provision does not apply if the employee was given a "Garrity" notice

beforehand for the subject matter under investigation.

27.2.9 The Union representative may not be required to disclose or be subject to disciplinary action for refusing to disclose statements made by the member to the representative for purposes of the representation.

27.3 Due Process Meeting.

27.3.1 The employee and the Union will be provided with a proposed disciplinary letter that sets forth the policies alleged to have been violated, an explanation of the facts and circumstances supporting the alleged policy violations, and the level of discipline proposed by the City.

27.3.2 Investigatory Materials: The employee and/or Union, upon request, will be furnished with a copy of all materials in the investigation file at least fourteen (14) days prior to the member's due process meeting. The obligation to disclose information to the employee under this section shall not apply to information required to be maintained as confidential under federal or state law, in which case, redactions will be made of those confidential materials.

27.3.3 Prior to imposing a disciplinary action for suspension, demotion, or discharge, the employee will be given the opportunity to have a due process meeting. The purpose of the due process meeting is for the employee and/or Union to provide any additional information and/or mitigating circumstances for the City's consideration prior to the imposition of any final discipline. The meeting may be audio-recorded by the City, employee, and/or Union, and a copy will be shared upon request. If the employee and/or Union audio-records the meeting, they must notify the City of the recording in advance. The employee

may choose to be accompanied at the due process meeting by a Union representative or Union designated attorney. In lieu of an in-person due process meeting, the employee and/or Union may provide a written statement to the City no later than the date/time set for the due process meeting. In the event the involved member declines to attend the due process meeting or to provide a written statement, the City may proceed with its final discipline decision.

27.4 Imposition of Disciplinary Action.

27.4.1 Upon completion of investigation, the City will not unreasonably delay the imposition of discipline where just cause for discipline exists.

27.4.2 The employee will be provided a written copy of the imposed disciplinary action with a copy to the Union. The disciplinary action will include the policies violated, an explanation of the facts and circumstances supporting the disciplinary action, and the level of disciplinary action imposed.

27.4.3 When the investigation results in disciplinary action being imposed, only formal disciplinary letter(s) may be placed in the employee's official City personnel file. All other investigatory materials will be maintained separately in accordance with state law.

27.4.4 In instances where a civil suit is filed against the City involving improper conduct of an employee, imposition of discipline can be frozen until the civil case is decided.

27.4.5 If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. If the City has reason to discuss any disciplinary action or the possibility of any disciplinary action, the employee shall be given the option of having a Union representative present at any such discussion. Written disciplinary

actions shall not be posted; however, this does not preclude management from notifying other management and employees when restrictions are applied to an employee as a result of discipline. One-on-one evaluations by supervisors do not require the presence of a Union representative.

- 27.5 Records of counseling, written directives, and oral or written reprimand not involving other disciplinary action, shall be removed from an employee's personnel file or, in the case of counseling records, from the supervisor's "working file," after two years, on the employee's request, provided in the judgment of the City, the employee has taken corrective action and has received no other disciplinary actions. Approval to remove such material from the file shall not be unreasonably withheld.
- 27.6 Any employee found to be unjustly suspended, demoted, or discharged shall be reinstated with full compensation for all lost time and with full restoration of all rights, benefits, and conditions of employment unless otherwise stipulated by mutual agreement or otherwise specified in the grievance procedure or by an arbitrator under the grievance procedures hereinafter set forth.

Article 28. GRIEVANCES, COMPLAINTS AND ARBITRATION

- 28.1 To promote better employer-employee relationships, all parties pledge their immediate cooperation to settle any grievances or complaints that might arise out of the application of this Agreement, and the following procedure shall be the sole procedure to be utilized for that purpose. The parties further agree that all meetings under this procedure will be conducted in a professional manner and in a spirit of mutual respect consistent with mutual resolution of grievances arising under this Agreement.
- 28.2 If there is a breach of any provision of this Agreement affecting a group of employees, or if the breach of any provision of this Agreement is the result of an agreement reached between the City and an employee without the approval of the Union involved, the Union shall have the

right to take up such breach with or without the consent of the employee(s) involved.

- 28.2.1 It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- 28.2.2 Failure by the City to respond in writing within the time limits at each level shall render the grievance automatically appealed to the next step in the grievance procedure. The Union will advise the appropriate individual at the next step within twenty-one (21) calendar days.
- 28.3 Step One. Any employee claiming a breach of any provisions of this Agreement shall refer the matter orally to the designated immediate supervisor within thirty (30) calendar days from the occurrence thereof, or of the employee's knowledge thereof. In the event such attempt is unsuccessful, the Union shall submit within this time period written notice to the supervisor which shall include: (1) a statement of the grievance and relevant facts; (2) specific provision(s) of the contract violated; and (3) the remedy sought. A meeting with the employee, any Union officer the employee wishes in attendance, and any other management representative the supervisor wishes to attend will be scheduled within the fifteen (15) calendar days of the timely filing of the grievance. The supervisor shall respond to the employee in writing with a copy to the Union within fifteen (15) calendar days of the meeting regarding the grievance.
- 28.4 Step Two. If the grievance remains unresolved within fifteen (15) calendar days of the supervisor's written reply, the grievance shall be filed simultaneously with the Bureau Head and the Human Resources Director, or their designated representatives, along with all pertinent written information within this time period. A meeting with the employee, the employee's Union representative, and management's representative(s) will be scheduled within the fifteen (15) calendar days. The Bureau Head and the Human Resources Director, or their designated

representatives, shall respond to the grievance in writing within fifteen (15) calendar days of the meeting regarding the grievance, with a copy to the Union and grievant.

- 28.4.1 A grievance filed as the result of discipline must be filed at Step Two within (thirty) 30 calendar days of the Union's receipt of the subject employee's written notice of imposed discipline. Upon an employee's appeal of any discharge, demotion, or suspension before the Civil Service Board, any grievance filed under this Section will be withdrawn.
- 28.4.2 Upon the timely filing of a written grievance as specified herein, the Union shall have sole discretion as to the processing of such grievance and shall have the right to carry the grievance through the grievance procedure with or without the consent of the employee(s).
- 28.5 Step Three – Mediation If the grievance is not settled at Step Two within fifteen (15) calendar days, it may be referred to mediation upon the mutual consent of the City and Union. Mediation shall commence within 45 calendar days of referral. If the grievance is referred to mediation, the costs of the mediator will be equally split between the City and the Union. Nothing herein requires the Union or City to mediate and, if mediation is not had, the Union may proceed directly to Step Four, Arbitration.
- 28.6 Step Four – Arbitration If the grievance remains unresolved at Step Three, the Union shall have the right to refer the matter to arbitration. In the event the Union elects to do so, it must notify the Bureau of Human Resources of its decision in writing within fifteen (15) calendar days from the conclusion of Step Three.
- 28.6.1 After the grievance has been referred to arbitration, the parties or their representatives shall jointly request the State Mediation and Conciliation Service for a list of names of seven (7) arbitrators. The parties shall select an arbitrator from that list by such method as they may jointly select, or if they are unable to agree upon a method, then by the method of alternate striking of names under which the Union shall strike the first name objectionable to it, and the City shall then strike the first name objectionable to it. The final name left on the list shall be the arbitrator.

- 28.6.2 The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, amend, add to or detract from the terms of this Agreement. The decision of arbitration shall be within the scope and terms of this Agreement and shall be in writing.
- 28.6.3 The City and Union shall divide equally the arbitrator's fee, the cost of any hearing room, and the cost of a shorthand reporter if requested by an arbitrator. All other expenses, including the parties' respective attorney's fees, shall be paid by the party incurring them.
- 28.6.4 The time limits specified herein shall be jurisdictional unless waived by mutual agreement of the parties. The Union shall have sole authority to determine whether a grievance shall be submitted to mediation or arbitration, and any such resolution or settlement of the grievance between the Union and the Bureau of Human Resources /Bureau Head in good faith shall be binding on all parties.

Article 29. DOMESTIC PARTNERS

Commented [KMA34]: CCL

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

Article 30. POLICIES AND PROCEDURES

Commented [KMA35]: CCL

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

Article 31. COMMITTEES

- 31.1 **Labor-Management Committee.** The City and the Union agree to establish a joint Labor-Management Committee as a mechanism for a dialogue between the parties to discuss issues mutually agreeable to the parties. It is

further agreed that the parties may further create subcommittees as are deemed appropriate. At a minimum, the makeup for the main committee shall be the Director or designee and two other representatives and the PPA President or designee and Executive Board Member(s) or designees and/or one Emergency Communications Operator for the Union. The make-up and number of members of any subcommittees will be determined by mutual agreement between the parties.

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

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

- (A) Issues of Professionalism and Staff Development at the Bureau of Emergency Communication;
- (B) Policies and procedures used in carrying out the mission of the Bureau;
- (C) Consistent application of policies and procedures within the Bureau.
- (D) Team building and improved communication between management and labor.

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

31.2 **Coach Management Committee.** The City and the Union agree to establish a joint Coach Management Committee as a mechanism for a dialogue between the parties to discuss mutually agreeable training and coaching issues. The makeup for the main committee shall be three (3) appointees from the Union.

- 31.2.1 The committee shall meet on mutually agreed upon times and dates to address any and all issues involving coaching and training that is deemed appropriate to address by the parties during the term of this agreement, but in no event less than once each quarter.
- 31.2.2 The joint committee and the subcommittees, as appropriate, will examine and discuss the issues identified, as well as the ramifications and impacts of each issue. Subject to the deliberations of the subcommittees and/or the joint committee, recommendations may be issued from the joint committee to the Union's leadership and/or membership and to the City, as appropriate.

Article 32. CRITICAL INCIDENT STRESS MANAGEMENT (CISM)

Commented [KMA36]: CCL

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

Article 33. WARRANT OF AUTHORITY

Commented [KMA37]: CCL

- 33.1 The officials executing this Agreement on behalf of the City and the Union signatories hereto, hereby warrant and guarantee that they have the authority to act for, bind, and collectively bargain on behalf of the organizations that they represent.
- 33.2 Only those letters of agreements, memoranda of agreement, or similar documents that are executed jointly by the Union and by the Human Resources Director, on behalf of the City, are considered valid and binding addenda to this contract.
- 33.3 All previous letters of agreements, memoranda of agreement, or similar documents have been incorporated

into the provisions of this Agreement and this Agreement as of the date of its execution constitutes the complete understandings and agreement of the parties.

Article 34. SAVINGS CLAUSE

Commented [KMA38]: CCL

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

Article 35. EFFECTIVE DATE AND DURATION OF AGREEMENT

- 35.1 This Agreement, or any part of it, may be terminated or renegotiated at any time by mutual consent of both parties.
- 35.2 This Agreement shall be effective upon successful ratification by both parties, except as otherwise specifically noted in the Agreement and shall be binding upon the City, the Union, and its members and shall remain in full force and effect through June 30, 2027. This Agreement shall remain in full force and effect during the period of negotiations for a successor agreement.
- 35.3 In the event that City revenue sources should be decreased by the passage or impact of a tax limitation measure, legislatively mandated change, cut back in Federal and/or State revenue sharing, or any other conditions causing a worsening of the City's financial position, the City Council and the Union agree that they will meet and discuss the economic impact and, by mutual agreement, will put forth a good faith effort to arrive at alternatives to a reduction in the work force.

Article 36. NEGOTIATIONS FOR A SUCCESSOR AGREEMENT

- 36.1 Negotiations for a successor Agreement shall begin no later than January 15th of the expiration year of this Agreement.
- 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 this Agreement, that the City will release up to five (5) bargaining unit members to participate in negotiations without loss in pay.
 - 36.2.1 In order to facilitate meeting times, the members of the Union bargaining team shall have their schedules adjusted for the duration of the bargaining process so that they have common days off, and bargaining will be scheduled on their workdays unless the parties mutually agree otherwise. Bureau management and bargaining team members will work together to determine shift hours of bargaining team members; if no agreement is reached, the bargaining team members will be required to adjust their shift for operational need to attend bargaining sessions.
 - 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 workday. 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.
 - 36.2.3 Union bargaining team members may meet in preparation for bargaining sessions using Union Time Reimbursed (UTR). There will be no cap on UTR time used for this purpose. The Union agrees to provide at least 72 hours' notice to the City when such UTR is required

Article 37. PART-TIME POSITIONS

- 37.1 Part-time Sabbatical Positions. Allowable hours. Part-time employment under this program shall be scheduled for no less than 19 hours per week, and no more than 28.5 hours per week. Voluntary overtime hours, when combined with regular scheduled hours shall not exceed 28.5 hours. Employees may be required to work forced additional hours as provided below. (See Overtime hours below.)
- 37.1.1 A work day of less than 9.5 hours shall only be scheduled by mutual agreement between the employee and the Bureau.
- 37.2 Overtime hours. Overtime shall be paid in excess of 9.5 hours per day or in excess of 38 hours in a weekly work period. Overtime may be taken as pay or as compensatory time off, as provided by the BOEC labor agreement, at Article 7, Section 7.5.
- 37.2.1 An employee may volunteer or be forced to work additional hours, up to 2 hours, in conjunction with their shift. Employees working less than 9.5 hours in a day will be paid at straight time when forced. If an employee is forced to work additional hours, those hours are not counted in the maximum allowable hours for part-time employees under this program.
- 37.2.2 Employees may sign up for voluntary overtime within the limit of maximum allowable hours for part-time employees under this program. (See Allowable hours above.)
- 37.2.3 Mandatory Off-Duty Training for part-time employees under this program shall be paid at the employee's regular rate of pay. However, the bureau will attempt to schedule mandatory training during the part-time employee's shift as much as possible.
- 37.3 Number of available slots. This program is limited to the participation of two (2) individual employees at any one time. For purposes of this program, two individual employees may occupy two part-time slots or may job share a single full-time slot.
- 37.3.1 Number of additional slots. This program shall expand beyond the minimum two slots in Article 37.3 and

contract to no less than the minimum two slots in 37.1.3 depending on staffing.

- (A) If the number of fully certified employees (call-taking and dispatching) reaches ninety-three (93) by the date shift and days off selections in 10.3.2 (C) are made available to the Union, one (1) additional part-time sabbatical slot will be opened up for that sign-up. Employees who are scheduled to be on a leave of absence for more than half of the sign-up period will not be counted in the certified employee calculation for the sign-up period for which they will be absent.
- (B) If the number of fully certified employees (call-taking and dispatching) drops below ninety-three (93) by the date the shift and days off selections in 10.3.2 (C) are made available to the Union, the additional part-time sabbatical slot will be eliminated for the following sign-up.
- (C) For each subsequent incremental increase of seven (7) fully certified employees (i.e. 100, 107, 114, etc.) (call-taking and dispatching) by the date shift and days off selections in 10.3.2 (C) are made available to the Union, one (1) additional part-time sabbatical slot will be opened up for that sign-up.
- (D) If the number of fully certified employees (call-taking and dispatching) drops below the increment in 37.3.1 (C) (i.e. 100, 107, 114, etc.) by the date shift and days off selections in 10.3.2 (C) are made available to the Union, the additional part-time sabbatical slot will be eliminated for the following sign-up.

37.4 Eligibility. In order to be eligible to bid for a part-time position under this program, the employee must have been a certified employee for at least three (3) years in the classification in which they were hired at the time the part-time slot is scheduled to commence.

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

37.4.2 Employees who have received any disciplinary action within six (6) months of the bidding deadline, or if such disciplinary action is received during the bidding process, are ineligible.

- 37.5 Selection. Selection for the program is by seniority of the employee as determined by the Union Employee List.
- 37.5.1 In order to provide more bargaining unit members the opportunity to work a part-time slot under this program, once an employee has been selected for a part-time slot the employee will be placed at the bottom of the part-time application list, in seniority order, as determined by the Union Employee List.
- 37.6 Bidding process. In order to be considered for a part-time position (or job-share position) under this program, an eligible employee must submit a written request to the Operations Manager or designee no later than one (1) month before the regular semi-annual sign-up process is scheduled to begin. (Based on the current collective bargaining agreement, one month before the regular semi-annual sign-up process is January 1 and July 1.)
- 37.6.1 Part-time slots under this program are subject to bid during each sign-up period. Part-time slots will be carried as shadows and will not occupy full shift slots.
- 37.6.2 Employees may also submit requests and have them on file for part-time openings under this program which may occur at times other than the semi-annual sign-up. (See "Early Transition" below.)
- 37.7 Bidding Seniority. Bidding for shifts and days off options is dependent on whether the employee will be part-time (2 employees bidding for part-time slots) or job share (2 employees bidding for one full-time slot). All part-time/job share agreements shall be completed prior to the bidding of the semi-annual sign-up.
- 37.7.1 Part-time slot. Shift and days off options will be those that are available to the employee at time of application. There shall be a mutual agreement between management and the employee over hours of work and days off. The bid shall be withdrawn if the employee and management cannot reach mutual agreement.

- 37.7.2 Job share. Shift and days off options will be those that are available to the employee at the time of semi-annual sign-up, consistent with the most senior job-share employee's position on the Union Employee List.
- 37.8 Annual Leave Bidding. Annual leave bidding for employees in this program shall be based on individual seniority.
- 37.8.1 Each part-time employee counts as one person for purposes of calculating the number of annual leave slots per shift and for purposes of using available annual leave slots. However, job share employees (i.e., sharing a single full-time slot) shall only count as one person for purposes of calculating the number of slots per shift.
- 37.9 Length of time for each part-time slot. The maximum duration of a part-time slot under this program shall be six months, consistent with the regular shift sign-up.
- 37.10 Deferred start/Early transition. Upon granting of part-time status, the employee and manager will establish a mutually agreed upon start date for the part-time status to begin. Employees in a part-time slot under this program must give notice of one payroll period if they wish to return to a full-time slot.
- 37.10.1 If a part-time slot under this program re-opens with a minimum of eight (8) weeks remaining, the remaining time may be requested by an eligible employee willing to fill the established slot or another slot with Bureau approval. The Bureau will review any request to fill any part-time slot which reopens with less than eight (8) weeks remaining, and at its discretion may fill it for the remaining time.
- 37.10.2 Should the Bureau identify an employee under this program who is experiencing performance or other problems, the Bureau will provide the employee and the Union with notice of any performance or attendance problems. A labor/management review team and any involved supervisor will meet to discuss the performance or attendance issue. The employee will have an opportunity to correct any problems prior to being removed from a part-time slot. At the Bureau's discretion, documented poor performance and/or attendance may be reason to terminate a part-time slot for an employee.

Such removal from a part-time slot shall be given at least one payroll period notice and shall not be subject to a grievance by the employee or Union.

37.10.3 The following options for transition include:

- (A) Swap with eligible part-time applicant on list; or
- (B) If no list, swap with any interested eligible employee; or
- (C) Fill remainder of sign-up slot as a full-time employee with shift/days off as available during sign-up and consistent with their part-time bid.

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

37.11 Other Provisions.

37.11.1 Medical, dental, vision and life insurance benefits:
Refer to Article 12.2.

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

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

37.11.4 Sick leave. Notwithstanding the provisions of Article 13.1 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.

- 37.11.5 Layoff seniority. Notwithstanding the provisions of Article 10.2 of the collective bargaining agreement, for purposes of layoff or bumping, seniority for permanently appointed employees in part-time or job share positions under this program shall be prorated on the basis of regularly scheduled hours worked.
- 37.11.6 Progression to higher wage steps. For time served by program employees in part-time or job share positions, progression to higher rates shall be based on each employee serving the equivalent number of hours required for annual step increases contained in Schedule "A" - Wages, of the collective bargaining agreement.
- 37.12 Permanent Part Time Positions. Standard hours for part-time employment under this program shall be 4 to 9.50 hours per shift, not to exceed 19 hours per week. Other shifts may also be utilized by mutual agreement between the employee and management.
- 37.13 Additional hours. Employees may voluntarily sign up for a maximum of four (4) additional hours per pay period which is paid at straight time.
 - 37.13.1 Employees will not be required to work forced overtime.
 - 37.13.2 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.
- 37.14 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. However, the total number of permanent part-time positions will not exceed 15% of represented members.

- 37.15 Eligibility. Fully certified bargaining unit employees or City employees who previously worked at BOEC as a telecommunicator are eligible to apply. Fully certified bargaining unit employees will have the first priority in filling vacancies.
- 37.15.1 Employees who did not successfully complete the ECDT program to Sr. Dispatchers will be eligible to apply if they meet eligibility requirements at the time the position is posted.
- 37.15.2 Dispatchers or ECCTs who have received written disciplinary action or higher within the previous six months from the time the position is posted, or if such disciplinary action is received during the application process, are ineligible to apply.
- 37.16 Application Process. In order to be considered for a permanent part-time position under this program, an eligible employee must submit an application and go through a formal competitive process.
- 37.17 Shifts. Shifts for permanent part time positions shall be established based on Bureau need. The required shift(s) will be posted with the announcement of the position.
- 37.18 Annual Leave Bidding. Annual leave bidding for employees in this program shall be based on individual seniority. When calculating the number of Annual Leave slots, the Bureau shall include permanent part time employees when they equal one full FTE.
- 37.19 Return to Full-Time Status. Employees in permanent part-time status may return to a full-time slot when there is a posted position available in their classification.
- 37.19.1 Any employee wishing to return to full-time status must notify the Operations Manager before the posted position closes.
- 37.19.2 For the purposes of shift and annual leave bidding, upon returning to full time status an employee's seniority (a position on the Union Employee List) will be adjusted

in accordance with the sum of their total hours in paid or protected status.

37.20 Other Provisions

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

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

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

37.20.3 Sick Leave. Notwithstanding the provisions of Article 13.1 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.

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

37.20.5 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 38. RETIREE PROGRAM

Commented [KMA39]: CCL

- 38.1 A retiring bargaining unit member may remain employed on a full-time or part time basis, providing a transition period for the employee who has retired and allowing the Bureau to retain productive employees whose skills would otherwise be lost in the workplace.
- 38.2 For purposes of this Article, "retired" is defined by the Oregon Public Employees Retirement System (PERS) and employees in this program are eligible for City-paid benefits only as allowed under the applicable employment codes (PSTATs) and shall not exceed the maximum allowable hours of employment permitted under the applicable employment code (PSTATs), the Charter and the Bureau of Human Resources Administrative Rules of the City of Portland.
- 38.3 To the extent City-paid benefits are allowed, PERS-retired employees under this agreement shall be eligible for such City-paid insurance benefits in accordance with the collective bargaining agreement for represented positions, and are not eligible for PERS contributions or service credit, vacation, or sick leave.
- 38.4 Working after retirement for the City of Portland constitutes a new employment relationship. Retirees have no seniority rights for purposes of layoff and recall and do not require "just cause" for discipline or removal from a position.
 - 38.4.1 Retirees who continue to work full-time without a break in service at the time of retirement are eligible for City paid insurance benefits for the first 1040 hours worked if the employee retired from a benefits eligible position.
 - 38.4.2 A retiree who continues to work part-time without a break in service at the time of retirement is eligible for City paid insurance benefits as provided under 12.2.2 for up to a

maximum of three calendar years from the date of their retirement if the employee retired from a benefits eligible position.

- 38.4.3 After a break in service, a retiree is no longer eligible for City paid benefits.
- 38.5 Employees covered by this program shall be represented by the Portland Police Association as the exclusive representative and such employees shall be part of the bargaining unit comprised of emergency communication operator employees.
- 38.6 The Bureau may agree to individual letters of agreement for employees covered by this program. Such letters of agreement shall address the issues of reinstating (or re-employing) retired employees to applicable classifications covered by this program, shift assignments, time off in lieu of vacation, and the term during which each individual letter of agreement is in force. Any such individual letter of agreement shall be between the Bureau of Emergency Communications and the Portland Police Association. All such letters are subject to approval by the City's Human Resources Director.
- 38.7 The Bureau shall determine which employees, if any, shall be offered post-retirement employment under this program. Such determination shall be entirely at the discretion of the Bureau and shall not be grievable under the grievance procedure of the labor agreement (Article 28 - Grievances, Complaints and Arbitration). Employee schedules will be mutually agreed upon.
- 38.8 The provisions of the following listed articles apply to employees in the program only to the extent designated:
1. Recognition - applies by removing the exclusion of temporary employees for purpose of this program only
 2. Union Dues, Checkoff, & Orientation – applies
 3. Non-Discrimination – applies
 4. Management Rights –applies
 5. Shifts - does not apply
 6. Lunches and Breaks – applies
 7. Overtime - applies only for time worked in excess of a full shift or in excess of 40 hours/week. The provision on overtime equalization does not apply

8. Reporting Pay and Minimum Pay - applies, except for 8.5 Civil Service Examinations
9. Working Out of Classification - applies, except for 9.3 Promotions
10. Seniority - does not apply.
11. Annual Leave - does not apply
12. Health and Life Insurance - does not apply, except as provided for in Article 38.3 through 38.4.3 above
13. Sick Leave - does not apply
14. Leaves - does not apply
15. Jury Duty - applies after a temporary employee works for 6 months in a full-time position
16. Safety – applies
17. Union Representation - does not apply, except for 17.5 Employee Rights
18. Payday – applies
19. Overpayments - applies
20. Strikes and Lockouts Barred – applies
21. Maintenance of Standards – applies
22. Wage Scales - applies, except for 22.4 and 22.5 Wage Scales
23. Premium Pay for Work on Certain Holidays – applies
24. Clothing – applies
25. Training, Schools and Conventions – applies; Day Off Training – applies
26. Union Bulletin Boards – applies
27. Discipline and Discharge - does not apply-- program employees are not covered by the provisions of just cause under the collective bargaining agreement or under the Human Resources Rules
28. Grievances, Complaints and Arbitration - applies only with respect to Articles which are listed herein as applying to program temporary employees
29. Domestic Partners – applies
30. Policies and Procedures - applies
31. Labor Management Committees - does not apply
32. Critical Incident Stress Management - applies
33. Warrant of Authority – applies
34. Savings Clause – applies
35. Effective Date and Duration of Agreement – applies
36. Negotiations for Future Contract of Agreement – does not apply
37. Part-Time Sabbatical Positions – does not apply

Schedule "A" - Wages – applies
Schedule B – Alternative Schedules – does not apply
Schedule C – Guardian Tracking – applies
Attachment 1 - City of Portland General Employees Drug
and Alcohol Policy - applies

Schedule "A" Wages

Commented [KMA40]: Will be updated for Y1 rates by Class/Comp. Y1 will reflect 5% COLA, retroactive to July 1, 2023

Longevity Pay:

- Effective July 1, 2021, a total of one percent (1%) given on the anniversary date of bargaining unit members who serve seven (7) years of service.
- A total of two percent (2%) given on the anniversary date of the bargaining unit members who serve nine (9) years of service.
- Effective and retroactive to July 1, 2023, a total of three percent (3%) given on the anniversary date of the bargaining unit members who serve eleven (11) years of service.
- Effective and retroactive to July 1, 2023, a total of four percent (4%) given on the anniversary date of the bargaining unit members who serve thirteen (13) years of service.
- Effective and retroactive to July 1, 2023, a total of five percent (5%) given on the anniversary date of the bargaining unit members who serve fifteen (15) years of service.

ECD Trainees:

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

Call Takers:

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

Police Dispatchers:

After completion of Fire Dispatch certification, EC Police Dispatchers will be advanced to the Sr. Dispatcher classification.

EC Lateral Police Dispatch Trainee:

Upon hire, lateral employees will be paid at the Step 1 rate of the EC Lateral Police Dispatch Trainee scale. Lateral employees will advance to Step 2 Lateral rate at their one-year anniversary. Upon completion of Police Dispatch certification, Laterals advance to Step 1 of the EC Police Dispatcher scale. After completion of Fire Dispatch certification, EC Police Dispatchers will be advanced to the Sr. Dispatcher classification.

Temporary or Permanent Appointment/Demotion

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

Language Access Premium Pay

Bilingual employees who qualify for the Language Access pay as defined by the City's language access program policies will

receive an additional \$1.00 per hour to their base wage. The benefit is only paid on hours worked, it does not apply to vacation time, sick time, or compensatory time, and is suspended while employees are on leave.

DPSST Certification

Effective July 1, 2025, employees who maintain an Intermediate or Advanced Telecommunicators certificate from DPSST are eligible to receive DPSST certification pay as provided below.

DPSST Intermediate: One percent (1%) of the employee's base wage.

DPSST Advanced: Two percent (2%) of the employee's base wage.

Employees are eligible for only one DPSST premium, up to a maximum of two (2) percent.

Commented [AK41]: Per 7/21/23 TA.

Employees are responsible for submitting their own application to DPSST and gathering and providing any information required to qualify for the certification.

Certificate pay will commence effective the first day of the pay period following proof of certification by DPSST to the Director or their designee. To maintain such pay, the employee will be required to complete the minimum annual training hours as outlined in the Department policy on DPSST Intermediate and Advanced Certification.

Accreditation Pay

Effective January 1, 2024, the Bureau will establish a premium pay associated with organizational excellence. Employees will receive two percent (2%) premium on the employee's base wage once the following conditions are met:

- As an organization, for two consecutive months and then continuously afterward, achieve:
 - less than or equal to 10% partial compliance, less than or equal to 10% low compliance, and less than

or equal to 7% non-compliance in both EMD and EFD.

- The consecutive two months can occur in November & December 2023 or December 2023 & January 2024.
- The premium will be paid if the Bureau remains eligible for accreditation following monthly reviews.
- If the organizational performance falls outside accreditation standards, a two-month grace period will be allowed before premium is removed. As soon as feasible after organizational performance falls outside accreditation standards, labor and management teams will meet to discuss reasons for and solutions to failing out of accreditation standards. The parties may mutually agree to extend the grace period.
- Upon ratification and through 2024, labor and management teams will meet monthly to discuss compliance with accreditation standards, and quarterly thereafter. The parties may mutually agree to modify the frequency of such meetings.

Commented [AK43]: Per 7/21/23 TA.

Note: for the premium to be effective as of January 1, 2024, the Bureau must meet accreditation levels.

COACH/LEAD OPPORTUNITIES

Effective upon the first pay period after ratification:

Coach/Lead 1 (16% premium) – premium is paid on all hours worked.

- | | |
|--------------------|---|
| Required assigned; | -Coaching: unrestricted, trainee(s) |
| Required | -Instruction: as assigned (classroom, Academy, or SIM); |
| Required | -SAL hosting: as assigned; and |
| Optional | -ECS Upgrade |

Includes the assigned Academy CTO

Coach/Lead 2 (16%) – premium is paid for an entire shift when providing coaching and/or classroom or academy instruction. Premium is paid for actual time spent providing SIM, SAL, or ECS upgrade time as assigned.

Required -Coaching: unrestricted, trainee(s) NOT assigned;

Required -Instruction: as assigned (classroom, Academy); SIM;

Required -SAL hosting: as assigned; and

Optional -ECS Upgrade

(includes part-time employees)

Coach/Lead 3 (11%) – premium is paid for actual time spent providing coach/lead duties as assigned.

Required -Coaching: restricted (by discipline coached) trainees assigned or NOT assigned;

Required -Instruction: as assigned (classroom, Academy, or SIM);

Required -SAL hosting: as assigned; and

Optional -ECS Upgrade

(includes part-time employees)

Coach/Lead 4 (8%) – premium is paid for actual time spent providing coach/lead duties as assigned.

Optional -Assistant: Classroom or Academy or SIM

Optional -SAL hosting

Note:

'Actual time' also includes the completion of tasks related to assignment (e.g., completing DOR) with supervisor preapproval.

Coach/Lead premiums are payable on overtime.

Schedule A "COLA"

Year 1 – July 1, 2023 – June 30, 2024: Effective and retroactive to July 1, 2023, wage rates for the classifications in Schedule "A" will be increased by a five percent (5%) Cost of Living Adjustment.

Year 2 - July 1, 2024 – June 30, 2025: Effective July 1, 2024, Schedule "A" wage rates for classifications in Schedule "A" in effect as of July 1, 2023 are to be increased by one hundred percent (100%) for the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index for the 2nd half of 2022 and the 2nd half 2023) for West - Size A, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no case shall the increase be less than one percent (1%) or greater than five percent (5%).

In addition to the COLA above, the wages rates for classifications in Schedule A shall be increased across the board by two percent (2%).

Year 3 – July 1, 2025 – June 30, 2026: Effective July 1, 2025, Schedule "A" wage rates for classifications in Schedule "A" in effect as of July 1, 2024 are to be increased by one hundred percent (100%) for the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index for the 2nd half of 2023 and the 2nd half 2024) for West - Size A, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in

no case shall the increase be less than one percent (1%) or greater than five percent (5%).

Year 4 – July 1, 2026 – June 30, 2027: Effective July 1, 2026, Schedule “A” wage rates for classifications in Schedule “A” in effect as of July 1, 2025 are to be increased by one hundred percent (100%) for the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index for the 2nd half of 2024 and the 2nd half 2025) for West - Size A, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no case shall the increase be less than one percent (1%) or greater than five percent (5%).

For the City of Portland:

For PPA

Ted Wheeler, Mayor

Aaron Schmutz, President

Simone Reade, Auditor

Cathy Bless, Chief Human
Resources Officer

Jerrell Gaddis, Labor
Relations Manager

Approved as to form:

Approved as to form:

Alan D. Yoder, Deputy City
Attorney

Anil Karia
PPA Legal Counsel

ATTACHMENT 1

CITY OF PORTLAND
GENERAL EMPLOYEES DRUG AND ALCOHOL POLICY

1) GENERAL

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

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

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

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

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

2) COVERED EMPLOYEES

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

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

3) DEFINITIONS

- a) For the purpose of this policy "Managers and Supervisors" shall refer to all Non-represented Supervisory employees and Police Captains and Lieutenants.
- b) The "City" is the City of Portland and its Bureaus.
- c) The "Bureau" is the particular City bureau in which the employee involved works.
- d) A "Prescription medication" is a medication for which an employee has a valid prescription from a qualified physician.
- e) As used in this policy, those substances in the drug panel below are all illegal drugs or controlled substances.

RULES

- f) No employee shall:
 - i) Unlawfully manufacture, distribute, dispense, possess or use a controlled substance in the workplace;
 - ii) Report for duty under the influence of alcohol or drugs;
 - iii) Absent themselves from duty or be unfit to fully perform duties for reasons attributable to, or produced by, indulgence in alcohol, drugs, or the excessive or other improper use of prescription medications.

- iv) Bring or cause to be brought onto City property any alcohol or drugs;
 - v) Use any prescription or nonprescription medications which may interfere with the safe and effective performance of duties or operation of City equipment or vehicles, without notifying the supervisor prior to beginning work or operating the equipment or vehicle.
 - vi) Refuse to respond to questions.
 - vii) Refuse to allow a search of all areas and property in which the City maintains joint control with the employee or full control including any City Vehicle.
- g) While on duty, operating a City vehicle (on or off duty) or wearing a City uniform, no employee shall:
- i) Have the odor of alcohol or drugs on their breath;
 - ii) Use alcohol or drugs;
 - iii) Have their ability to work impaired as a result of the use of alcohol or drugs;
 - iv) Possess alcohol or drugs;
 - v) Provide, manufacture, deliver, transfer, offer, or sell alcohol or drugs to any other employee or to any person while on duty;
- h) In the event there is a question regarding an employee's ability to work safely and effectively while using prescription or nonprescription medications, clearance from a qualified physician will be required. The City will continue to retain the right to make the final determination of the fitness of an employee to perform work.

4) SEARCHES

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

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

ii) **Managers and supervisors shall not physically search employees.**

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

- i) The manager or supervisor shall first ask the employee to consent to a search of the area where the manager or supervisor believes there is evidence of violation of this policy.
- ii) For represented employees, the manager or supervisor shall contact a Union representative whose arrival shall not be unreasonably delayed. After the Union representative's arrival, the manager or supervisor shall ask the employee to voluntarily consent to a search of the area where the manager or supervisor

believes there is evidence of a violation of this policy. The employee is not required to consent to the voluntary request.

5) RESPONSIBILITIES OF EMPLOYEES

- a) An employee must:
 - i) Comply with the rules set out in this Policy.
 - ii) Notify the supervisor, before beginning work, when taking any prescription or non-prescription medications which may interfere with the safe and effective performance of duties or operation of City equipment.
 - iii) If the employee has any question regarding whether the use of a particular prescription or nonprescription medication is allowed by this policy, consult with the supervisor for approval. (Note: This policy is not intended to prohibit the safe and legal use of prescription and nonprescription medications.)
 - iv) Provide, as soon as possible and no later than within 48 hours of a request, proof of a valid prescription for any medication identified by the employee as the cause of the behavior. The prescription must be in the employee's name.
 - v) Notify the Bureau of any felony drug arrest or conviction.
 - vi) Notify the Bureau of any drug conviction for acts occurring on City premises or on duty.

6) RESPONSIBILITIES OF BUREAUS

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

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

7) RESPONSIBILITIES OF MANAGEMENT

- a) Managers and supervisors are responsible for consistent enforcement of this policy. Any supervisor who knowingly permits a violation of this policy by employees under their direct supervision shall be subject to disciplinary action.
- b) Investigate any question which arises about an employee's fitness to work due to use of prescription or nonprescription medications.
- c) Investigate any employee who appears to be in violation of this policy.
- d) If management conducts an investigatory interview regarding a possible violation of this policy, employees shall be advised of their right to have either an available Union representative (if any) or another employee present during the interview.

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

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

- b) Employees are encouraged to utilize chemical dependency programs offered under benefit plans.
- c) A manager or supervisor who has reason to believe that an employee may have a drug or alcohol problem which is affecting the employee's work performance, can suggest that the employee go to the City's EAP provider for an assessment. Participation in the assessment is not mandatory.
- d) Contact between the employee and the EAP provider shall be confidential between the employee and the EAP provider unless otherwise authorized by the employee.
- e) A referral to the City's EAP program is separate from any disciplinary action which may result from the employee's violation of this policy and does not increase the employee's EAP benefits.

10) DISCIPLINE

Disciplinary processes for represented employees shall be carried out in accordance with the applicable collective bargaining agreement and the Human Resources Administrative Rules. Disciplinary processes for nonrepresented employees shall be carried out in accordance with Personnel Rules. Violation of this policy shall be grounds for discipline, up to and including discharge.

11) TESTING FOR USE OF ALCOHOL OR DRUGS

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

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

b) Applicants.

- i) Applicants for positions covered by this policy may be tested for drug usage as part of the physical examination process.
- ii) Testing of applicants for an examination will occur at the request of a Bureau Manager and concurrence of the Risk Manager, Human Resources Director and City Attorney.
- iii) Factors to consider when determining which examinations will have pre-employment testing shall be:
 - (1) Working with or operation of vehicles or other machinery.
 - (2) Public safety related work.
 - (3) Work with children.
 - (4) Work around hazardous areas and/or hazardous materials.

c) Testing Procedure.

- i) All drug and alcohol testing will be performed by a laboratory or laboratories selected by the City and certified by the State for drug and alcohol testing, and in accordance with DOT CDL standards and procedures.

- ii) The laboratory or laboratories shall retain a sample for re-testing for a minimum of six (6) months.
- d) Results of Pre-employment Drug Analysis.
- i) A positive result from a drug and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drugs and/or alcohol could affect requisite job standards, duties, or responsibilities.
 - ii) If a drug screen is positive at the pre-employment physical, the applicant must provide as soon as possible but no later than within 48 hours of request bona fide verification of a valid prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the prescription medication is one that is likely to impair the applicant's ability to perform essential job functions, the applicant will not be hired.
 - iii) A positive result for an applicant who is presently a City employee will be forwarded to the employee's Supervisor for investigation.
- e) Confidentiality.
- Laboratory reports or test results shall appear in an employee's or applicant's confidential medical file. The reports or test results may be disclosed to City management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without patient consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and employee or applicant; (3) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

**DRUG ABUSE PANEL
POSITIVE/NEGATIVE CUTOFFS**

Cutoff Concentrations for Drug Tests

Initial test analyte	Initial test cutoff ¹	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites (THCA) ²	50 ng/mL ³	THCA	15 ng/mL
Cocaine metabolite (Benzoylecgonine)	150 ng/mL ³	Benzoylecgonine	100 ng/mL
Codeine/ Morphine	2000 ng/mL	Codeine Morphine	2000 ng/mL 2000 ng/mL
Hydrocodone/ Hydromorphone	300 ng/mL	Hydrocodone Hydromorphone	100 ng/mL 100 ng/mL
Oxycodone/ Oxymorphone	100 ng/mL	Oxycodone Oxymorphone	100 ng/mL 100 ng/mL
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
Amphetamine/ Methamphetamine	500 ng/mL	Amphetamine Methamphetamine	250 ng/mL 250 ng/mL
MDMA ⁴ /MDA ⁵	500 ng/mL	MDMA MDA	250 ng/mL 250 ng/mL

Source: <https://www.transportation.gov/odapc/part40/40-87>

Schedule B – Alternative Schedules

The Bureau may offer alternative shifts to the standard shift at each shift sign-up, subject to the parameters outlined in Article 5.2. Examples of alternative shifts the Bureau may offer are listed below.

1. 2/3/2's rotating shift. The 2/3/2's rotating shift consists of the following:

Two (2) days with twelve (12) hour shifts, followed by

Three (3) days off, followed by

Two (2) days with twelve (12) hour shifts, followed by

Two (2) days off, followed by

Two (2) days with twelve (12) hour shifts, followed by

One (1) day with an eight (8) hour shift, followed by

Two (2) days off.

The cycle above then repeats. The total number of hours worked for the two-week period is 76.5. All regularly scheduled hours in pay status will be paid at straight time.

2. 3/4's non-rotating shift. The 3/4's non-rotating shift consists of the following:

Three (3) days of twelve (12) hour shifts, followed by

Three (3) days off, followed by

Four (4) days of ten (10) hour shifts, followed by

Four (4) days off.

3. 3/13's non-rotating shift. The 3/13's non-rotating shift consists of the following:

Three (3) days of thirteen (13) hour shifts, followed by

Four (4) days off.

4. 2/2/3's non-rotating shift. The 2/2/3's non-rotating shift consists of the following:

Two (2) days with twelve (12) hour shifts, followed by

Two (2) days with eight (8) hour shifts, followed by

Three (3) days off.

5. 5/8's non-rotating shift. The 5/8's non-rotating shift consists of the following:

Five (5) days of eight (8) hour shifts, followed by

Two (2) days off.

Schedule C – Guardian Tracking

1. Recitals:
 - The City has implemented an electronic tracking system for working/supervisory files that historically have been kept in paper form. The electronic system is called the “Guardian Tracking Program” (“GTP”).
 - The Guardian Tracking Program will be used for underlying events or incidents that occurred on or after 0000 on September 1, 2019.
 - The purpose of this MOA is to memorialize certain practices and procedures related to GTP.
2. The employer will provide notice to an employee of an entry in the GTP within 24 hours of its entry.
3. An employee will have ten (10) calendar days to respond to an entry in the GTP.
4. All GTP entries will be maintained, subject to current rules on removal of documents from files, with addendums being used for corrections or other follow-up (rather than entries being deleted).
5. Informal coaching or counseling will be tracked and maintained in GTP, and removed from GTP, in accordance with current practice.
6. Formal disciplinary actions, as described in Article 27.1, will be tracked and maintained in GTP. Oral or written reprimands are subject to removal from GTP pursuant to Article 27.5 of the contract.
7. The City’s Guardian Tracking Program (“GTP”) and the information developed therein shall not form the basis for disciplinary action but may be used for non-disciplinary notice purposes, such as development of work performance plans and letters of expectation. The reports from GTP may not be used by the City for disciplinary, transfer or promotion decisions. However, if the underlying data that appears in GTP is maintained separately by the City and is simply reflected in the GTP, nothing in this agreement prevents the City from making appropriate use of the underlying data in disciplinary, transfer or promotion decision.

Commented [AK44]: Updated reference.

Schedule D – One Year Respite Pilot
Effective March 2024 – March 2025

The City and Union agree to the following 1-year pilot, effective from March 2024 through March 2025.

Commented [AK45]: Generally, I added language to make this outline read more like a MOU.

1. Around December 1, 2024, City and Union bargaining teams will meet to discuss renewal, modifications, or expiration of this pilot. If not renewed or modified, this pilot will expire after the 1-year pilot period.

Respite:

2. Each employee will have a minimum of 10 hours off between work periods (regular shift, all overtime, and trades), where "10 means 10".
 - o Forced overtime will not be built into schedules.
 - o If there are 10 hours off between an employee's shift and a trade, then the employee can trade and the person working the trade cannot be forced on either end of the trade that would deny 10-hour respite to the person working the trade.

Annual Shift/Vacation Sign Up:

3. The City will provide shifts and vacation groups to the Union by January 26, 2024 for a February 1, 2024 bid start.
4. A 1:9 vacation slot ratio will be used of the Article 10 1:10 ratio.
5. Vacation bidding will be two rounds of 12 days selected (same caveats as currently – need to have or will accrue enough vacation to cover, limit on the number of Holidays a person can take) – starting with the highest seniority individual to the lowest, and then same cycle over again.
6. Sign up process begins the 1st of the month and runs concurrently with the vacation sign up, effective the pay period following completion of the sign-up.
7. One June 1, 2024, September 1, 2024, and December 1, 2024, there will be an opportunity for mini sign ups to accommodate new certifications and employees desiring to change shifts, with the City providing the Union with sign-up information approximately two (2) weeks in advance.
8. Unfilled vacation slots will be added/subtracted at the mini sign ups to accommodate movements and new additions to the vacation groups.
9. The number of vacation slots will be established based on actual certifications 30 days prior to the mini sign ups (May 1, 2024, August 1, 2024, and November 1, 2024).
10. Additional slots would be added from the 1st day of the mini sign up until the end of the 1-year pilot period and available on the 60 Day/72 hours basis.
11. Vacation will not move with the employee if they voluntarily change shifts to a different vacation group. Vacation will move with the employee if they voluntarily change shifts within the same vacation group. Vacation will move with the employee if they have an involuntary shift change (such as new certifications).
12. During the pilot period, Article 11.8.4 is modified as follows:
Anniversary Benefit. Upon the 3rd, 5th, 10th, 15th, 20th, 25th, 30th and 35th anniversaries of an employee's hire date, the employee will be allowed to take an accrued ~~annual leave vacation~~-day where an additional slot in the shift grouping has not already been opened. The accrued annual leave day must be taken within six months of the date of issue. ~~vacation slot would not normally be available.~~ One additional Annual Leave request may be approved per shift, per 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,

Commented [AK46]: Clarification that a voluntary shift change WITHIN the same vacation group results in vacation staying with the employee.

New Year's Eve, and New Year's Day. All other rules will be followed regarding Annual Leave requests under Article 11.

Provisions of the collective bargaining agreement not modified by the pilot will continue uninterrupted. If any disagreement arises between the City and Union about the interpretation or application of this pilot, the City and Union will promptly meet in an attempt to resolve the disagreement, with the Article 28 Grievance Procedure available for unresolved disagreements.

Commented [AK47]: I added some clarifications here; let me know if this is problematic for the City.

Letter of Agreement

The Parties to this Letter of Agreement (Agreement) are the City of Portland (the City), on behalf of the Bureau of Emergency Communications (BOEC) and the Portland Police Association (PPA or Union), collectively the Parties.

Background

- A. The City and the Union are parties to a collective bargaining agreement effective July 1, 2019 to June 30, 2023 (CBA).
- B. The Union is the sole collective bargaining representative on behalf of employees working in classifications listed in Schedule A of the CBA.
- C. The Parties entered into a letter of agreement in September 2022 regarding the Emergency Communications Dispatch Trainee Certification Pilot Project and wish to extend the pilot for an additional fiscal year.

Agreement

1. The Parties agree to implement the Emergency Communications Dispatch Trainee Certification Pilot Project, as described in Exhibit A, effective July 1, 2023. Exhibit A is incorporated by reference in this Agreement.
2. The Parties agree this Agreement and Exhibit A will be implemented as a pilot policy.
3. Either Party may terminate this Agreement with thirty (30) calendar days written notice to the other Party, with such notice including the reasons for terminating this Agreement.
4. The Parties agree that if the Parties modify the coaching pay provisions of the CBA in successor negotiations, that those modified coaching pay provisions will replace the coaching pay provisions in Exhibit A effective upon ratification of the new successor collective bargaining agreement. If no modifications to the coaching pay provisions in the CBA are made, the Parties agree that, unless mutually agreed, this Agreement as it relates to coaching pay as set forth in Exhibit A will expire on June 30, 2024, and the current terms of the CBA shall thereafter apply.
5. The Parties agree that, unless mutually agreed, this Agreement as it relates to double time as set forth in Exhibit A will expire on June 30, 2024, and the current terms of the CBA shall apply thereafter.

Exhibit A

Police Dispatch Trainee Certification Pilot Project

Ensuring consistent training is a vital component in the Bureau of Emergency Communications (BOEC)'s ability to provide an acceptable level of service to our community. Over the past year, due to multiple contributing factors, the number of certified Emergency Communications operating staff at BOEC has declined while call workload has increased. This has led to long call-hold times, and to the chronic cancellation of training as filling necessary roles (dispatching police and fire) on the operations floor must take priority over training.

BOEC recognizes that the larger the staffing deficit, the more likely training will continue to be cancelled and that this will lead to an even greater staffing deficit, creating a cyclical pattern that is very difficult to emerge from.

BOEC recognizes that there is a key answer to increasing our staffing: moving the training pipeline forward to get our folks trained and certified.

What is needed: sufficient staff on duty at all hours to support consistent training.

To do this, BOEC agrees as part of a Pilot Project that:

- A. All Operational (call taking, police dispatching and fire dispatching) overtime worked, both voluntary and forced, will be paid at double time.
- B. This Pilot Project will be introduced to the staff with the understanding that there is an end result expected: sufficient staff to allow for training.
- C. BOEC will periodically measure the effectiveness of this program to determine if it is having the desired impact of increased training hours being provided. BOEC will communicate such measurements to the PPA. Evaluation measures shall include, but not be limited to:
 - Training hours provided
 - Voluntary overtime hours worked
 - Number of full-time coaches willing to train in all disciplines
- D. BOEC will continue to pay double for the remainder of the fiscal year, provided established metrics demonstrate this pilot is working.

Additionally,

- A. To address the need for additional coaches, BOEC will increase the full-time coach premium to 14% provided they are willing to coach at all disciplines, including call taking, police dispatch and fire dispatch, with no restrictions on how many hours per day is spent coaching (i.e., can coach a full shift; have no restrictions on which trainees will be coached.)
- B. To address the need to move our current trainees through the training program, BOEC will continue to pay this increased premium for the remainder of this fiscal year provided established metrics demonstrate this pilot is working.

A	
Americans with Disabilities Act	3,14
Annual Leave	See vacation
Arbitration	70-72
Cost of	72
Decisions	72
Selection of Arbitrator	72

B	
Breaks	7-8

C	
Civil Service Examinations	15
Clothing	65-66
Coaching	15,93
back-up	93-94
pay	93
Compensatory Time	11
Compensatory Time Off	
bank	11
cash out	11
Scheduling	11
Critical Incident Stress Management (CISM)	74

D	
Deferred Compensation	36
Demotion	68,93
Disability Insurance	37
Discipline	68-69
counseling	69
Drug Policy	103-106
drug testing	51
oral reprimand	68
Discharge, demotion and suspension	69
written reprimand	68
Domestic Partners	35, 42, 44, 46, 72
Drug and Alcohol Policy	51,103-106
Drug Testing	51, 103-106
Dues	1

E	
Effective Date and Duration	75
Emergency Work Scheduling	6-7

Employee Rights	55
-----------------	----

F	
Fair Labor Standards Act	21
Family Leave	46-47
Family Medical Leave Act	38, 46-47
Forced Overtime	See Overime: forced

G	
Grievance Procedure	70-71
Arbitration	See Arbitration
Civil Service Board	69
Discipline	69
discipline of stewards	54
emergencies	7
Forced Overtime	12
Maintenance of Standards	62
Management Rights	3
Mediation	71
Overpayments	61
Performance Evaluations	55
post retirement employment	88
probationary period	24
safety	49
Step Four	71
Step Three	71
Step Two	71
time limits	70
wage rates for new classifications	62

H	
Health Insurance	29-37
contributions	32-35
eligibility	31
Federal Health Legislation	36
Health Fund Reserves	35
Labor/Management Benefits Committee	29
Opt Out	34
part-time employee contributions	34
plans	35-36
Retiree and Survivor Benefits	35
Holidays	65

I	
Industrial Accident Leave	43

Injured Worker Return to Work	23
-------------------------------	----

J

Jury Duty	48-49
-----------	-------

L

Labor/Management Benefits Committee	29
Labor-Management Committee	73
Layoff	16
Re-employment	17
Transfers	17
Leads	94
Leave Without Pay	45
Leaves	
Union	57-58
Leaves, Family	46-47
Leaves, Other	46-50
blood donation	45
Funeral	44
leave without pay	45
Military	47
Leaves, Other	47
Life Insurance	36
Lunch Periods	8

M

Maintenance of Standards	62
Management Rights	3
Mandatory Off-Duty Training	78
Mediation	See Grievance Procedure
Mileage Reimbursement	15

N

Negotiations for Future Contracts	76
New Employee Orientation	2

O

Oregon Family Leave Act	46
Oregon State Sick Leave Statute	38
Overtime	8-14
Bounty	9
Comp Time	See Compensatory Time Off
Equalization	10-11
Floor	9
Force Refusal Cards	13
force, personal hardship	14
Forced	12-14

forced exemptions	13
lunch periods	8
pyramiding	9
rest between shifts	8
restriction	9
shift adjustments	7
Shift Differentials and	6
Trainees	10
Voluntary	9-10

P

Parental Leave	29,47
Part-Time Positions	77-84
Vacation	85
Available Slots	81
Eligibility	82
layoffs	86
Overtime	81
permanent	86
Sabbatical Positions	80
sick leave	86
vacation accrual	85
vacation bidding	84
Payday	60
Performance Evaluations	55
PERS	63,86
Policies and Procedures	73
Preamble	1
Probationary Period	24
Promotions	16,87
Public Employee Retirement System	86

R

Recognition	1
Recruitment Incentives	64-65
Reporting Pay	14
Retiree Employment	85-88

S

Safety	49-52
Safety Committee	50
Savings Clause	75
Seniority	16-24, 86
Shift Selection	19
Shifts	3-7
10 hours rest between	7

adjustments for military duty	47
alternative	4
Bidding	17-18
bidding, modified	18
Differentials	6
Emergency	7-8
Involuntary Changes	4
Notice to Change	5
sign ups	See Shifts: bidding
Start Times	4
Trades	21
trades, failure to work	22
Trainee	5
Voluntary Changes	4
Sick Leave	37-44
accrual of	37
attendance incentive	37
Unauthorized Use	38
Unauthorized Use, Corrective Action	40
medical leave of absense	41
Review	39
Sick Leave Utilization Upon Retirement	44
Stand-by Pay	15
Strikes and Lockouts	61

T

Training, Mandatory Off-Duty	78
Training, Schools and Conventions	66
Travel Time	15

U

Union Bulletin Boards	67
Union Leave	57-58
Union Representation	52-60
Union Security	1-2

V

Vacation	25-29
Accrual of	26
Annual Leave Sign Up & Bidding	20-21
Annual Leave Slots	19-20
slots, anniversary benefits	28
Ventilation	50-51

W

Wage Rates for New Classifications	62
Wage Scales	62-63
Wages	
longevity pay	92
Warrant of Authority	75
Working Out of Classification	15-16

Commented [AK48]: Update