

**LABOR AGREEMENT
BETWEEN
THE CITY OF PORTLAND AND
THE PORTLAND FIRE FIGHTERS' ASSOCIATION
IAFF LOCAL 43
Representing
COMMUNITY HEALTH MEDICAL RESPONDERS AND NURSES**



July 1, 2023 - June 30, 2026

PURPOSES

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

RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours and working conditions for all Community Health Medical Responders and Community Health Registered Nurses.

MANAGEMENT RIGHTS

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

The list of the City's reserved rights is not intended as a waiver of the Union's right under ORS 243.698 to bargain over changes or impacts of changes which are mandatory subjects of bargaining.

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

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

EXISTING CONDITIONS

- A. All mandatory conditions of employment relating to wages, hours, and working conditions not specifically mentioned in this Agreement shall remain at not less than the level in effect at the time of the signing of this Agreement. Any disagreement between the Union and the City with respect to this section shall be subject to the Grievance Procedure.
- B. **Issuing Changes in Orders, Rules, or Procedures.** Upon completion of any operating procedures or similar documents, management will notify the union before implementing. The union will have the opportunity to notify the City of their interest to negotiate such policies. The parties will meet and confer over which items are subject to negotiations or are considered "existing conditions".
- C. The Union shall have the right to appoint one member from the Community Health Division to the Fire Bureau's Administrative Publications Committee (General Orders Committee). The duties and responsibilities of the Committee will be determined by the Chief. The Union member of the Committee shall have all the rights and privileges accorded other members.
- D. As a condition of employment, no Community Health Medical Responder or Community Health Nurse shall be required to take a polygraph examination for any reason.

ESSENTIAL EMPLOYEES

All PFFA members in the Community Health Section of Portland Fire & Rescue are considered essential employees.

NO DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, sexual orientation, creed, national origin, handicap status, religion, political affiliations, or Union affiliation. The Union shall share equally with the City the responsibility for applying the provisions of this Article.

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

UNION SECURITY

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

RELEASE TIME

- A. Paid Release Time.** The Employer and the Union agree that to the extent possible, all City/Union business, for example, the investigation and processing of complaints, disputes, and grievances, disciplinary hearings and attendance at executive board and general meetings, and meetings with the employer pertaining to employment relations, will be scheduled and conducted at such time as will cause the least interference with the regularly scheduled work hours of the union official responsible for representing the union in those matters. The parties recognize that from time to time, it may be necessary for City/Union business to be carried on during regular working hours, and to that extent the parties agree that the City shall provide to the Executive Board paid release time in the total amount of 80 hours per year. The City may, in its sole discretion, grant paid release time over this amount if it deems it to be in the best interest of the City. Where such activities are necessarily or reasonable to be performed during working hours, they may be done without loss of pay, provided the representative notifies the appropriate Division Chief or designee prior to taking such leave. All such Union leave time will be reported on an appropriate time reporting form provided by management. Time taken for the President of PFFA shall be determined in the PFFA successor Collective Bargaining Agreement.
- B. Reimbursable Release Time (RRT).** The parties acknowledge that there are certain activities other than those specified in paragraph (A) above which bear a direct relationship to the Agreement between the parties.

The parties agree that reimbursable release time shall be granted to the Executive Board or Union representative, as follows:

- 1) To attend conferences and workshops pertaining to collective bargaining, arbitration and other labor law matters and development when such release time is directly related and central to collective bargaining relations between the parties.
 - a) For activities covered under paragraph (A) if the total paid release time exceeds the maximum as listed in that paragraph.
 - b) When staffing allows, to attend or participate in charitable functions, including but not limited to, fundraisers for MDA, TIP, the Burn Center, Doernbecher, and the Red Cross.
 - c) The Union agrees that it will make every good faith effort where possible to schedule such activities at a time which will not interfere with regularly scheduled work time of the responsible Union official.
 - d) Release time under this subsection shall be reported to management in the same format as paid release time as described above in paragraph (A) above. The release time shall not be denied to Union officers so long as operational considerations are met.
- 2) Officers and members of the Union who are granted release time under this section shall be paid at their regular hourly rate as though they were performing their regular duties for the City. The Union shall reimburse the City at the straight time rate for all release hours granted. The City shall submit a monthly statement to the Union itemizing the amount of the Union's reimbursement obligation. The Union shall reimburse the City within ten (10) days of the receipt of the statement.

- C. **Non-paid Release Time (NPT).** Authorized Union representatives, upon written requests from the Union, shall be given short term leaves of absence (less than (30) days) without pay to transact business for the Union in which they are a represented member. The Union will cooperate with the City by controlling requests for short term leaves to a maximum of one (1) employee off at any given time and in a manner which will minimize interference with the bureau's operations.

HOURS OF WORK

Regular Hours. The regular hours of work each day shall be consecutive except for meal periods.

Work Shift and Week.

A. The following are descriptions of allowed employee work shifts and weeks.

- 1) The Standard Work Shift shall consist of a fixed schedule of ten (10) hours of work within a day, four (4) days per week, with three (3) consecutive days off; or
- 2) A fixed schedule of eight (8) hours of work within a day, five (5) days per week, with two (2) consecutive days off; or
- 3) Any schedule presently regularly worked by Union members; or
- 4) Any other schedule mutually agreed upon by the parties.

B. Emergency schedule changes.

An emergency schedule change shall be defined as a situation beyond the control of the City for which the City could not pre-plan. Employees may have their work shift as defined above changed as the result of an emergency.

- C. Employees shall maintain their rights to their regular work shift and week and will be returned to their regular schedule at the end of the emergency.

Shift Changes.

- A. Notice of a permanent change in an employee's regular work schedule, excluding overtime work required, shall be given to the affected employee at least seven (7) calendar days before the change is to become effective. The city must provide this notice in writing and the change must be effective for at least seven (7) calendar days. However, at no time will any employee work seven (7) consecutive days; two (2) consecutive days of rest will be provided.
- B. If a shift (hours and days off) is open due to a vacancy, the management team will post notice of the vacancy for seven (7) consecutive calendar days and will expire at 23:59 hours on the seventh (7th) day.
- C. Employees may submit transfer requests for open shifts at any time before or during the bid posting.

Rest Periods.

Except in emergency situations, all employees' work schedules shall provide for fifteen (15) minute rest periods during each one-half (1/2) shift. Rest periods shall be scheduled at the middle of each one-half (1/2) shift whenever feasible. Emergency situations are defined as situations where loss of life and/or serious public or private property damage is possible. Employees shall not receive additional pay for rest breaks that are not taken.

Meal Periods.

(a) All employees shall be granted an unpaid meal period of not less than one-half (1/2) hour or more than one (1) hour during each work shift unless extended by mutual agreement of the employee and their supervisor. Whenever possible, the meal period shall be scheduled approximately mid-shift. Employees shall not receive additional pay for meal periods that are not taken.

- (i) An employee required to work more than two (2) hours before or after their regular shift shall be allowed a paid one-half (1/2) hour meal period, prior to starting the two-hour overtime period. However, should the employee fail to work the full two (2) hours beyond the completion of the meal period, the paid one-half (1/2) hour meal period will be disallowed, and the employee paid for all

time actually worked plus 15 minutes to account for an additional rest period. After two (2) hours' work beyond the completion of the meal period, an employee shall be allowed a paid fifteen (15) minute rest period. Four (4) hours after completion of the above meal period, an employee shall be allowed a one-half (1/2) hour paid rest period.

Clean-Up Time. If an employee is exposed to toxic substances, hazardous materials, body fluids, or bloodborne pathogens in the course of their work, the employee shall be allowed adequate time to shower and change their clothes, consistent with recommendations on product Safety Data Sheets and/or policy for exposure through direct contact or drift. Work schedules shall be arranged so employees may take advantage of this provision where it is applicable. However, no employee shall be expected to use their Rest Periods, as defined in this Article, as clean-up time.

WAGES, SALARIES, AND ALLOWANCES

- A. **Wage Adjustments.** In applying wage adjustments in Schedule A, the employee will receive the rate of the new schedule in accordance with their time in grade as required by the new schedule. However, if their present rate is higher than or equal to the entry level for the new classification, the employee's salary upon promotion shall be at the lowest step which results in a pay increase. Upon being transferred to a different classification, the employee will remain at that step until the employee has achieved the next step based on their Job Class Anniversary Date.
- B. **Return to previous classification.** Any employee who is promoted and fails to qualify for the new position shall have the right to return to their former classification and bureau based on seniority with all the rights and conditions of employment they had in their former classification.

Within three (3) months of promotion, any employee may request to return to their former classification with no loss of rights and conditions of employment; provided, however, a vacancy exists to place them in the employee's former classification within six (6) months of promotion.

C. **Premiums**

- 1) **Nurse Standby Pay.** When a Nurse is on standby for an after-hour triage response, they will receive .25 hours of straight pay for every hour of standby. Standby shall be defined as a requirement that an employee remain available and fit for duty during non-working time and there is an expectation that the employee might be called upon to work. Overtime shall be paid in fifteen (15) minute increments for actual time spent working.
- 2) **Emergency Vehicle Operations Certification (EVOC) Premium.** All Community Health Medical Responders may be called on to operate Portland Fire & Rescue fleet vehicles and are required to attain and maintain DPSST EVO certification (or other State of Oregon equivalent as designated by the Bureau) and a valid state Driver's License. All Medical Responders who earn and maintain the DPSST EVO certification (or other designated State equivalent) and hold a valid state unrestricted Driver's License shall receive an EVOC premium of three percent (3%) above their hourly rate in addition to their regular hourly wage for all hours worked.
- 3) **Paramedic Premium.** Community Health Medical Responders who are licensed paramedics and assigned to the CHAT program shall receive a premium of three percent (3%) of top Community Health Medical Responder base hourly rate over their regular rate for the duration of the Buprenorphine pilot. The paramedic premium shall expire eighteen (18) months from the official start of the pilot.

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

E. **Uniforms and Protective Clothing.**

- 1) The City agrees to continue furnishing and replacing any uniforms, protective or safety clothing, and equipment that is needed by the employee to perform their duties. In addition, the City shall reimburse employees – up to a total maximum of \$150 per calendar year – for their purchase or replacement of safety shoes/boots needed by the employee to perform their duties.

2) Employees shall be instructed as to the City-provided safety apparel and/or equipment required for the work to be performed and the proper use thereof. City-provided apparel and protective gear shall be appropriately sized and fitted for the employee.

3) An employee shall be eligible for the reimbursement after thirty (30) days' service in the position needing the shoes/boots described in subsection (1) above.

F. Other Compensation.

1) **Emergency Provisions.** If the safety of the member during emergency conditions or other City-directed operational needs makes it necessary for the City to prescribe the areas in which members must eat their meals, the City shall be obligated to furnish adequate meals.

2) The City shall pay overtime in accordance with the Fair Labor Standards Act.

3) Employees shall have the option of pay at the applicable overtime rate or compensatory time computed at the applicable overtime rate for the overtime hours worked up to a total accrual of eighty (80) hours at any given time. Compensatory time off will be arranged by mutual agreement between the employee and their supervisor. However, with the understanding that employees work in a public safety environment, the taking of compensatory time off will not be unreasonably denied. Any compensatory time remaining at the end of the fiscal year will be paid in cash or, by mutual agreement, may be carried over into the next fiscal year.

4) If an employee transfers from one bureau to another, any compensatory time will be paid or used before such transfer or, at the employee's request, accrued compensatory time shall be transferred, along with necessary funds to cover such compensatory time, to the bureau receiving the transferred employee. Employees may receive once per fiscal year, at their request, a payout of any amount of accrued compensatory time.

JOB SHARE AGREEMENT

Job Share Agreements are subject to the following conditions:

- A. Job Share candidates must be non-probationary employees and must be current on mandatory training.
- B. A member wishing to have their position considered as a Job Share shall request approval through the chain of command to their Division Manager. If the decision is made for that position to become a Job Share position, the Division Manager will notify qualified members that the position is available and will initiate the selection process for those interested.
- C. When the Job Share position(s) are announced they will be open to all qualified members. Applicants for this assignment of work will be selected by an application and interview process. The Fire Chief or Division Manager shall determine who is chosen for the Job Share position(s) per Section J below.
- D. Job Share members will divide the two-week pay period so that each member works twenty (20) hours per week. The schedule must be approved by the appropriate Supervisor.
- E. Each Job Share member will accrue vacation, sick leave, holidays, and pension benefits at one-half the rate of a full-time employee. Individual members are responsible for researching and evaluating changes in pension benefits due to a reduction in workweek hours.
- F. One half of the cost of health insurance benefits for each Job Share member will be paid by the City. However, medical, dental, vision and life insurance benefits may be the responsibility of the member if they are in a pay status for less than eighty (80) hours during a calendar month.
- G. Seniority will accrue based on actual time worked in the classification. Job Share employees shall not bump permanent full-time employees.
- H. Vacation scheduling shall be subject to the normal vacation scheduling procedure for the Bureau.
- I. Step pay increases will be computed based on hourly equivalence.
- J. The decision as to the assignment of Job Share positions is solely that of PF&R management. The selection of applicants for Job Share positions shall be made at the discretion of PF&R management. Seniority shall be a factor.
- K. Job Share will not be granted for individuals seeking or maintaining employment outside PF&R.
- L. If the incumbent member wishes to return to a full-time assignment, they must wait until either: a.) The Job Share position they occupy is successfully filled by another member, or b.) A full-time vacant position becomes available.
- M. Should one of the Job Share employees leave the Job Share position by resignation, transfer, retirement, or accepting a full-time position, PF&R will evaluate the need for the Job Share assignment. If the bureau elects to continue the Job Share assignment, a Job Share vacancy will be announced, and applications will be accepted. If the Bureau decides not to continue the Job Share assignment, the Bureau will provide the remaining Job Share member 60 days' notice before returning the member to full-time status.
- N. In the case of extended medical or family leave of a Job Share member, PF&R may fill the other half of the Job Share on a temporary basis, carry a temporary vacancy until the member on leave returns to work, or return the remaining member to full-time status.
- O. Job Share members are responsible for completing their mandatory training and recertifications. Training will

be done on flex time if the training occurs at a time outside the employee's regularly scheduled shift. Overtime is not authorized.

P. Job Share assignment does not restrict PF&R's ability to revert to standard scheduling, as defined by PF&R, if that is in the best interest of PF&R.

Q. Job Share assignments will be in effect for a period of two years from the initial assignment. Job Share positions will be evaluated bi-annually by the Division Manager to determine effectiveness, including the members' ability to successfully manage their work assignments, schedule, and mandatory training. PF&R may choose to continue, modify, discontinue, or re-open Job Share assignments for applications from new candidates. PF&R will provide Job Share members with 60 days' notice before returning members to full-time status.

R. If a situation occurs that is not addressed in the above paragraphs, the Labor Management Committee will meet and discuss the remedy.

S. Decisions by PF&R regarding Job Share assignments are not grievable.

OVERPAYMENTS

- A. 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.
- B. For purposes of recovering overpayments by payroll deductions, the following shall apply:
 - 1. The City may, at its discretion, use the payroll deduction process to correct any overpayment made with a maximum period of two (2) years before the notification.
 - 2. Where the payroll deduction process is utilized, the City and the employee, and the Union if requested by the employee, may meet, and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.
 - 3. If there is no mutual agreement at the end of the thirty (30) calendar day period, or if the employee fails to respond, the City shall implement the repayment schedule stated in Paragraph C below.
- C. If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves City service before the City fully recovers the overpayment, the remaining amount may be deducted from the employee's final paycheck.
- D. 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 over the City's determination that an overpayment has been made, recoupment deductions will be held in abeyance pending resolution of the grievance.
- E. This Article does not waive the City's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time. But the City will attempt to use the procedures outlines in this Article before pursuing those rights.
- F. If employees consent in writing, the City may use payroll deductions and the overpayment recoupment procedures in this Article for overpayments that are more than two years old.

HOLIDAYS

Holidays.

- (a) The following holidays shall be recognized and observed as guaranteed paid holidays:
 - New Year's Day (January 1st)
 - Martin Luther King Jr Day (third Monday in January)
 - President's Day (third Monday in February)
 - Memorial Day (last Monday in May)
 - Juneteenth (June 19th)
 - Independence Day (July 4th)
 - Labor Day (first Monday in September)
 - Veteran's Day (November 11th)
 - Thanksgiving Day (fourth Thursday in November)
 - The Friday after Thanksgiving
 - Christmas Day (December 25th)
- (b) CHAT employees shall receive holiday pay equal to each employee's regularly scheduled workday. (For example, an employee regularly scheduled to work an 8-hour shift shall be paid 8 hours of holiday pay; an employee regularly scheduled to work a 10-hour shift shall be paid 10 hours of holiday pay; an employee regularly scheduled to work a 4-hour shift shall be paid 4 hours of holiday pay.)
- (c) If either or both units (PSR and CHAT) become a 365-day operation, holidays are observed on the dates stated in Section 1(a). Employees will be expected to work their regularly scheduled shift on these holidays.
 - i. Employees working a holiday shall be paid at the rate of time and one-half (1 ½) of their regular rate of pay in addition to the employee's holiday pay.
- (d) After completion of 30 days' service, each full-time employee covered by the terms of this agreement shall receive three (3) times their normal shift length per calendar year of personal holiday time.
- (e) Job-share employees who share a budgeted full-time position and serve for forty (40) hours each pay period shall be allowed four (4) hours of pay for each designated City holiday. After completion of thirty (30) days' service, each job share employee covered by the terms of this agreement shall receive twelve (12) hours personal holiday time per calendar year.
- (f) Personal holiday hours and vacation leave shall be arranged by mutual agreement between the employee and the City.
- (g) Vacation and personal holiday accounts shall be combined. The first vacation leave hours or prorated equivalent hours in the case of a job share employee, taken off by an employee during a calendar year shall be considered personal holidays. Vacation days may be utilized as personal holidays. Personal holidays may only be used during the calendar year in which they accrue. Failure to use the personal holidays by the end of the calendar year will result in forfeiture of that portion of the personal holiday time not used.

Eligibility Requirements.

Employees shall be eligible for holiday pay under the following conditions:

- (a) The employee would have been scheduled to work on such day if it had not been observed as a holiday.
- (b) The employee worked on a scheduled workday immediately preceding and immediately following the holiday unless the employee was on pay status for the entire day before and day after the holiday, or the employee has requested permission in writing from their supervisor and was approved to be absent without pay the day before or the day after the holiday and such permission was granted at least one calendar week prior to the holiday.
- (c) If a holiday is observed during an employee's vacation period, the employee shall be paid for such holiday, and it shall not be counted against the employee's accumulated vacation leave.
- (d) If an employee is on paid sick leave and a holiday is observed, the employee shall be paid for such holiday, and it shall not count against the employee's accumulated sick leave.
- (e) Job share employees: accrued vacation leave will be used to make up the difference between the number of hours of holiday pay to which the employee is entitled and the number of hours in the employee's regular shift on the day the holiday is observed unless a job share employee elects, in writing before the holiday, to adjust their schedule as provided in Hours of Work, Section 2, or they use earned compensatory time, or take leave without pay instead of accrued vacation leave for the difference between the holiday pay they receive under this Article and their regular shift hours.

VACATION

Accrual. All employees shall receive vacation leave with pay as follows:

(a) Annual vacation leave for employees shall be computed based on all time in pay status during each calendar year. The rate that annual vacation leave accrues shall depend upon the number of years total service for the City, whether total service was broken. Beginning with January 1, of the year in which a full-time employee reaches the following service anniversaries, vacation leave shall accrue at the following rate listed below:

Years of Service	Days/Year based on 8-hour workday	Hours/Year	Hours/BI- Weekly Pay Period
0	14	112.06	4.31
1	14.5	116.22	4.47
2	15	120.12	4.62
3	15.5	124.02	4.77
4	16	128.18	4.93
5	16.5	132.08	5.08
6	17	136.24	5.24
7	17.5	140.14	5.39
8	18	144.04	5.54
9	18.5	148.2	5.70
10	19	152.1	5.85
11	19.5	156	6.00
12	20	160.16	6.16
13	20.5	164.06	6.31
14	21	168.22	6.47
15	21.5	172.12	6.62
16	22	176.02	6.77
17	22.5	180.18	6.93
18	23	184.08	7.08
19	23.5	188.24	7.24
20	24	192.14	7.39
21	24.5	196.04	7.54
22	25	200.2	7.70
23	25.5	204.1	7.85
24	26	208	8.00
25	26.5	212.16	8.16
26+	27	216.06	8.31

(b)

Job Share employees who serve for forty (40) hours in each pay period shall be allowed one-half the accrual rates outlined in subsection (a) above. The rate that annual vacation accrues shall depend upon the number of years of total service for the City, whether total service was

- (c) Permanent part-time employees who serve at least forty (40) hours but less than seventy-two (72) hours each pay period shall accrue vacation in accordance with the number of hours served. The rate that annual vacation accrues shall depend upon the number of years of total service for the City, whether total service was broken. Progression to higher accrual rates will occur beginning with January 1 of the year in which the employee reaches the service anniversaries listed in (a) above.
- (d) An employee's vacation is deemed earned and shall be accredited each payroll period but shall not be available until completion of one (1) month of continuous service.

Total Service.

In computing vacation "anniversary" date as used in Section 1 of this Article:

- (a) Includes time while on leave of absence with pay or military leave without pay.
- (b) Includes any time under temporary appointment in City service, employment by the Commission of Public Docks, the Exposition-Recreation Commission, and Prosper Portland.
- (c) Includes absence because of an on-the-job injury up to one (1) year.
- (d) Excludes time in City service for which employee receives or received pension benefits.

Continued Vacation Accrual.

Employees shall continue to accrue vacation credit for a period of one (1) year because of an absence caused by on-the-job injury, provided that the employee returns to work in accordance with the City's Human Resources Administrative Rules on Vacation Leave.

Maximum Vacation Accrual.

- (a) Vacation credits may be accumulated up to a maximum of two (2) years' earnings as of the end of the first payroll period in January. Any credits more than that amount will be forfeited at that time. Credits accrued after that date shall not be reviewed until the following January. The scheduled usage of vacation time shall conform to staffing requirements established by the bureau. If a forfeiture of credits is the result of the City's denying leave or canceling an approved vacation in the latter part of the calendar year or the result of an extended industrial injury, then the Bureau Director may allow the restoration of forfeited credits.
- (b) Whenever an employee is terminated, the accrued vacation time shall be paid to the employee in a lump sum. Whenever an employee is laid off, the accrued vacation time shall be paid out unless the employee is redeployed, including temporary appointment, to another City position with no break in service dates.

Scheduling Vacation Leave.

- (a) Employees will be notified of their total accrued vacation prior to the selection process starting.
- (b) Selections shall be made one vacation choice at a time, starting with the employee with the most bureau-wide seniority rotating down the entire Bureau seniority roster through the least senior employee and returning to the most senior employee for the second choice; this rotation will continue until all vacation slots are filled, all employees have selected the vacation shifts they want, or all employees are out of accumulated vacation. A vacation choice is one or more

consecutive shifts of vacation. The first vacation choice cannot exceed the employee's previous year's total accumulation.

- (c) A count of the remaining vacation slots will be announced prior to each selection rotation.
- (d) Employees shall have the right to determine their vacation leave times based on seniority in accordance with schedules established by the bureau. Employees may exercise this seniority option only once during any calendar year.
- (e) Nothing in this section shall preclude the employee's ability to request ad-hoc vacation days after the original bid process is completed, as long as a vacation slot remains available for the requested leave.
- (f) The deadline for management to respond to ad-hoc vacation requests will be five (5) working days. If after the fifth (5th) day of the requesting employee's regularly scheduled workday, an employee's vacation request has not been responded to, the employee may advance their vacation request up to and including the Bureau Director or their designee.

SICK LEAVE

- A. Sick Leave is for an employee's own illness or injury and to care for a family member as provided in the City's Human Resources Administrative Rule 6.04 presently in effect and/or by state and federal law, except as modified as follows:
- B. Sick leave credit shall be accumulated at a bi-weekly rate of 4 hours for those employees working a forty (40) hour-per-week shift.
- C. Sick leave utilization shall be available after thirty (30) days of full-time employment.
- D. Forty (40) hour employees will be permitted to use a maximum of fourteen (14) consecutive calendar days of sick leave without certification from a treating health care provider (written or electronic communication). A certification from the member's healthcare provider (As defined in ORS 659a.150) is required when an employee is off work on sick leave for more than fourteen (14) consecutive calendar days.
- E. The required certification from the employee's health care provider mentioned above must be submitted upon return to duty but in no case longer than the 31st day from the initial day of sick leave. Certification must also be submitted for each continuous 60-day period that an individual is off following the 31st day. The 60-day certification requirement can be waived at the Bureau's discretion for those on extended sick leave.
- F. At the time the certification from the health care provider is submitted, the member shall provide the division manager with one of the following: date of return to duty, date of anticipated return to duty, or date of next physician appointment.
- G. Notwithstanding the above, the City may request an employee to provide certification for sick leave from the employee's healthcare provider when there is suspicion of sick leave abuse, consistent with HRAR 6.04(A) and (B).
- H. There shall be no requirement that employees stay at home during their normal working hours while they are on sick leave. However, employment while on sick leave is prohibited, consistent with HRAR 6.04(B).
- I. **Sick Leave Misuse.** Misuse of sick leave is defined as the use of sick leave for any purpose other than allowed for in this Article.
 - 1. Evidence of misuse of sick leave may include, but is not limited to:
 - (A) Absences that are not bona fide sick leave purposes.
 - (B) Use of sick leave as a supplement for vacation as identified by a pattern of repeated sick leave absences adjacent to scheduled days off or repeated patterns of partial sick leave absences.
 - (C) A pattern of repeated use of sick leave as soon as the leave is accrued.
- J. **Public Employee Retirement System Members.** Individuals covered by the Public Employee Retirement System (PERS) Tier 1 or 2 shall be permitted to convert unused sick leave upon retirement in accordance with ORS 238.350 and PERS administrative rules.

- K. The City will pay lump sum cash payment equal to one hundred percent (100%) of unused sick leave to the surviving dependents, or a health savings reimbursement program, or an estate established for the sole purpose of caring for such dependents, of any employee who dies prior to retirement.
- L. Employees who are classified as a FPD&R PERS Tier 1, Tier 2, or OPSPRP who have accumulated sick leave at the time of their retirement shall receive payment to their VEBA account for such sick leave in an amount computed as follows:
 - a. An employee on a 40-hour-per-week work schedule shall receive payment in an amount equal to thirty (30) percent of a maximum three hundred (300) hours of accumulated sick leave.

OTHER LEAVES

- A. Upon sufficient notification, the City shall grant leaves of absence without pay to employees covered by this Agreement for the purpose of attending, as official delegates, union conventions for purposes directly related to and central to the collective bargaining relations between the parties to the extent that such leaves can be granted without interfering with the reasonable needs of the Bureau of Fire.
- B. Upon showing a reasonable purpose, an employee may be granted a leave of absence for a period agreed upon by the employee and City administration. No employee may be granted a general leave of absence for more than 12 months in any five (5) year period. Employees must exhaust all appropriate accrued leave prior to going on unpaid leave except in accordance with the Administrative Rules on Family Medical Leave and Military Leave. Such leave may not be used for the purpose of engaging in outside employment.
- C. **Funeral & Bereavement Leave** In accordance with Human Resources Administrative Rule 6.08 – Funeral and Bereavement Leave, an employee absent from duty by reason of the death of their spouse, domestic partner, parents, children, foster children, children under legal guardianship, sisters, brothers, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents-in-law, step-children, step-brothers, step-sisters, step- parents, step-grandchildren, step-grandparents and the equivalent relatives of an employee with a domestic partner, or chosen family, or for pregnancy loss shall be allowed no more than three (3) days' time off duty without deduction of pay on account of such absence.
- D. For the purpose of this Article and its subsections, a day is equal to the employee's regularly scheduled work shift.
- E. Employees shall be allowed an additional two (2) days' leave for necessary funeral travel time in the event of a death in their immediate family. Approval for such travel time shall be made by the Bureau Director (or their designee).
- E. **Family Leave.** Family Medical Leave under the Oregon Family Leave Act (OFLA) and the federal Family and Medical Leave Act (FMLA), referred to collectively as family leave, shall be provided in accordance with applicable state and federal laws. For purposes of family leave, the City agrees that "spouse" includes "domestic partner."
 - 1. If a member has qualified for family leave and has exhausted all other forms of paid leave, the member may use sick leave in cases of a "serious health condition" as defined in state law for the member's immediate family as defined by the OFLA and this Article and the Sick Leave Article of this Labor Agreement. If the duration of a member's family leave is longer than the amount of the member's accrued paid leave other than sick leave, the member may choose to be placed on unpaid leave of absence or sick leave. However, a member may choose to reserve a total of 80 hours of a combination of compensatory time and vacation leave for future use. In no event may a member use sick leave under this section to extend family leave beyond twelve (12) weeks per calendar year.
 - 2. Members will be permitted to choose the type of accrued leave (sick leave, vacation leave, or compensatory time) they wish to use for their own Family Medical Leave.
 - 3. Trade time use is permitted for employees within the same classification.
- F. **Military Leave.** Military leave shall be provided to employees in accordance with ORS Chapter 408 and Human Resources Administrative Rule 6.07 – Military Leave. Employees shall notify their supervisor in writing of their scheduled military leave dates as soon as they have been notified. The employee shall provide the bureau with copies of their orders when they receive them from the military.

- 1) **Reserve Military Leave.** Any employee serving in the National Guard or Reserve Military Forces shall be entitled to paid absence from duties not to exceed thirty (30) workdays in any federal fiscal year (October 1 through September 30), provided the employee is employed at least ninety (90) days prior to the leave. Employees are not required to take their leave in one block of time but may use the paid leave allowed under this rule over the course of the federal fiscal year.
- 2) In the event an employee's paid military leave is exhausted, the City shall continue employer contribution for medical, dental, and vision coverage, with no changes for employees ordered to military service for the first sixty (60) days of unpaid military leave. If the employee is ordered to federal military service which is eligible to receive coverage, the employee will notify the City and City paid coverage for the employee will terminate one the thirty-second (32nd) day of unpaid leave or the effective date of the military paid coverage, whichever is later. Employee premiums for covered months will be deducted from the final paycheck prior to military leave. If the City is unable to deduct prior to leave, payroll deductions for missed premiums will occur on the first available paycheck upon an employee's return from military leave.

SENIORITY

Probation.

- (A) The probationary period for an employee serving an initial probationary period shall be nine (9) months. The probationary period for a part-time or job-share employee serving an initial probationary period may be extended up to twelve (12) months to allow for adequate hours of on-the-job training.
- (B) During their probationary period employees will be given one (1) written evaluation near the mid-point and a second written evaluation approximately one (1) month prior to the end of the probationary period. Copies of these evaluations will be provided to the employee and the Union. Nothing in this section shall limit management's right to terminate an employee during the probationary period without recourse to the grievance procedure.
- (C) The probationary period may be extended for a period not to exceed ninety (90) days by mutual agreement between the Director of the Bureau of Human Resources, the Union, and the affected employee. Any such extension shall be in writing and include a list of training benchmarks that must be met for an employee to demonstrate successful completion.

Layoff/Recall.

Layoff and recall of employees shall be as provided in this section.

- (A) **Seniority within Classification.** Seniority for purposes of layoff and recall shall be determined as the length of service, from the date of permanent appointment to the classification listed in Schedule A. An employee will not lose classification seniority in previously held classifications because of accepting permanent or temporary appointment to another classification.
- (B) Length of service is defined as the time from date of hire in PFFA-represented position, including any time spent on any paid or unpaid leave.
- (C) A tie in classification seniority shall be broken and greatest seniority determined by:
 - a. the greatest length of service with the City; if a tie remains, then
 - b. the date and time of receipt of the application by the Human Resources Bureau; if a tie remains, then
 - c. by coin flip.

Reductions in Force.

In the event an employee's position is abolished, an employee shall be permitted to bump as follows, providing the employee is qualified to perform the work and meets the skills, knowledge and ability requirements for the position which have been designated in existing classification specifications by the Bureau of Human Resources:

into a vacancy in the same classification in the employee's assigned bureau with the same shift(s) and days off; if none, then, provided the affected employee has greater seniority:

into the position held by the least senior person within the employee's current classification within the bureau with the same shift(s) and days off; if none, then

into a vacancy in the same classification in the employee's assigned bureau; if none, then:

into the position held by the least senior person within the employee's current classification within the bureau; if none, then

at the full-time employee's option, into a part-time or job share position in the employee's current classification, in the bumping sequence as defined above; if not, then

into previous classifications in inverse chronological order, where the employee held permanent status, in the bumping sequence as defined above.

A part-time or job share employee shall have bumping rights as described in above except that a part-time or job share employee shall not displace a full-time employee.

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

Recall

Employees that have been transferred because of a layoff, shall have the right to transfer back to their former classification in their former bureau or division from which they were transferred, if the City is going to reemploy 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.

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

Employees shall be placed on a recall list for the classification from which layoff occurred, for five years, or removal as defined below, whichever occurs earlier.

The employee, by notifying the Bureau of Human Resources in writing, may become unavailable for recall no more than one specified period, except when documented medical evidence or lack of both personal and public transportation prevent the employee from being available for work.

For re-employment of laid off employees, the City shall notify employees by Certified Letter, with a copy to the Union, mailed to their last known address. Employees shall have five (5) days to report their intentions to the City and shall report to work within two (2) weeks after notification to the City.

Reappointment to the classification from which the employee was laid off, or refusal of appointment by the employee to a bona fide recall, shall result in the employee's removal from the recall list and right to recall, except that an employee recalled to a bureau other than that of layoff may opt to remain on the recall list for the bureau from which they were laid off.

HEALTH AND WELFARE

A. Benefits Eligibility and Plan Options

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

B. Benefit Costs Contributions

- 1) The City shall contribute ninety-five (95%) of the basic medical, vision, and dental rates adopted by the City Council and elected by the employee for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates accepted by the LMBC and subsequently approved by City Council, for full-time regular employee who elects a Medical Plan listed in Article B.4.a-d; provided the employee has received a preventive health care examination within the prior two (2) full calendar year period. The City reserves the right to expand family tier descriptions if it is in the best interest of the employee enrollee and it has been accepted by the LMBC and subsequently approved by City Council.
- 2) The portion of the total plan cost paid by the employee under Section C.1. above shall be paid through a pre-tax payroll deduction as allowed under state and federal tax code provisions.
- 3) Full-time employees who elect only Delta Dental or Kaiser NW dental benefits, without CityCore or Kaiser NW medical and without VSP or Kaiser NW vision coverage, will receive 100% contribution towards the dental plan of their choice. Contributions for part-time employees shall be prorated as provided in Subsection B.2. of this Article.
- 4) High Deductible Health Plan (HDHP).- The City shall contribute one hundred percent (100%) of the medical and vision rates and ninety-five percent (95%) of the dental rates adopted by the City Council and elected by the employee for the one party, two party or family enrollees (whichever applies) or any variation of the tiered rates accepted by the LMBC and subsequently approved by City Council, for full-time regular employees who elect the HDHP.
- 5) The City shall contribute ninety percent (90%) of the basic medical, vision and dental rates adopted by the

City Council for each full-time regular employee who has elected a Medical Plan listed in Article B.4.a-d; and who has not received a preventive health care examination within the prior two (2) full calendar year period.

- 6) The City shall contribute ninety-five percent (95%) for newly hired full-time employees who elect a Medical Plan listed in Article B.4.a-d. Newly hired full-time employees will have one (1) full calendar year after being hired to receive a preventive health examination to retain the City's ninety-five (95%) contribution. The City shall contribute ninety percent (90%) for the Medical Plan in the subsequent plan year for each newly hired full-time employee who does not receive a preventive health examination within the first full calendar year of service after being hired.
 - a) For example, for an employee hired in November 2023, the City will contribute 95% through June 30, 2025. If the new employee receives a preventive health care examination in calendar year 2024, the City's 95% contribution will continue effective July 1, 2025. If the newly hired employee did not receive a preventive health care examination in calendar year 2024, then the City's contribution level would change to 90% effective July 1, 2025.
- 7) Each payday, except for the third payday in a month, each full-time regular employee who elects the HDHP plan shall contribute zero percent (0%) of the total medical and vision rates, and five percent (5%) of the dental rates adopted by City Council for the applicable tier (whichever applies).
- 8) Each payday, except for the third payday in a month, each full-time regular employee who elects a Medical Plan listed in Article B.4.a-d; shall contribute five percent (5%) of the basic medical, vision and dental rates adopted by City Council for the applicable tier (whichever apply); provided the employee has received a preventive health care examination within the prior two (2) full calendar year period.
- 9) Each payday, except for the third payday in a month, each full-time regular employee who elects a Medical Plan listed in Article B.4.a-d; shall contribute ten percent (10%) of the basic medical, vision and dental rates adopted by City Council for the applicable tier (whichever apply) if the employee has not received a preventive health examination within the prior two (2) full calendar year period.
- 10) Each payday, except for the third payday in a month, each newly hired full-time regular employee who elects a Medical Plan listed in Article B.4.a-d; shall contribute five percent (5%) of the basic medical, vision and dental rates adopted by City Council for the applicable tier (whichever apply). Newly hired full-time employees will have one (1) full calendar year after being hired to receive a preventive health examination to retain the employee's five percent (5%) contribution. Newly hired full-time regular employees will contribute ten percent (10%) for the Medical Plan in the subsequent plan year for each newly hired full-time employee who does not receive a preventive health examination within the first full calendar year of service after being hired.
 - a) For example, for an employee hired in November 2023, the employee will contribute 5% through June 30, 2024. If the new employee receives a preventive health care examination in calendar year 2024, the employee's 5% contribution will continue effective July 1, 2025. If the newly hired employee did not receive a preventive health care examination in calendar year 2020, then the employee's contribution level would change to 10% effective July 1, 2025.
- 11) The City of Portland will waive any/all co-insurance (subject to maximum plan allowance) for drug and/or alcohol treatment and in-patient mental health for any PFFA member participating in the City's self-insured health plan, CityCore.

C. Opt Out

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

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

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

- 2) In addition to the cash payment to the employee, the City shall contribute for each full-time employee who opts out of medical coverage an additional amount to the Health Fund, which in 2023 - 2024 will be as follows:

City Contribution	One Party	\$228.34 per payday
	Two Party	\$182.25 per payday
	Family	\$141.87 per payday

- 3) Effective July 1 of each year, the City contribution in D (2) shall be adjusted to reflect the full annual percentage in the Consumer Price Index for Urban Wage Earners and Clerical Workers for large Western U.S. cities (CPI-W West Size A) current base period measured by the reported percentage change between the second half of each of the prior two years as published by the federal Bureau of Labor Statistics. However, in no event shall the contribution rate increase be less than two percent (2%) or greater than ten percent (10%).

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

E. **Health Fund Reserves**

- 1) The Health Fund shall be maintained with adequate reserves to meet fund obligations.
- 2) The term "excess reserves," as used in this Agreement, shall be defined as the monies in the Health Fund that are not needed to meet fund obligations. Excess reserves shall remain in the Health Fund but shall be subject to separate reporting to the committee.
- 3) The Health Fund and all reserves associated with the Fund must be maintained in an interest-bearing account. Fund reserves shall be pooled and shall not be allocated on an individual employee or employee group basis.

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

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

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

share of any premium due. [See examples in General Order #40]

- 1) If an employee is permanently separated from service due to personal injury suffered as a direct result of a traumatic injury sustained while on duty on or after February 12, 2001 while responding to an emergency situation, or in an on-duty traffic accident, the City shall pay for the medical, dental, vision and life insurance premiums for the employee, and the medical, dental and vision insurance premiums for the employee's dependents, for the duration of the disability as limited below. Traumatic injury means a wound or a condition of the body caused by external force, including injuries inflicted by bullets, explosives, sharp instruments, blunt objects or other physical blows, chemicals, electricity, climatic conditions, infectious diseases, radiation, and bacteria, but excluding stress and strain.
- 2) The provisions of this Article shall not apply if:
 - a) the personal injury is the result of stress; strain; occupational illness; or a chronic, progressive, or congenital disease (such as heart or pulmonary disease), unless there is a traumatic injury that is a substantial contributing factor to the personal injury; or
 - b) the personal injury is caused by the intentional misconduct of the employee; or
 - c) the employee was voluntarily intoxicated or under the influence of a controlled substance at the time he or she received the personal injury; or
 - d) the employee was performing their duties in a grossly negligent manner at the time of the personal injury.
- 3) To be eligible for this insurance benefit, the employee must be incapable of engaging in employment in a job which pays a salary or produces income equivalent to 50% of the current top wage in the classification the employee held at the time of the traumatic injury.
- 4) The determination of whether an employee is capable of employment under Article 18 I 3 will be made through a vocational assessment conducted by a vocational rehabilitation specialist contracted to perform such assessments by the City.
- 5) The insurance benefit provided in this section shall be subordinated to other health insurance covering the employee, including Medicare.
- 6) The obligation of the City to provide the insurance benefit to the employee and the employee's dependents ceases when the employee is otherwise eligible to retire.
- 7) If the City and the Association mutually agree to the inclusion of stress and infectious disease injuries, the inclusions may occur with no further action upon signing of a Memorandum of Agreement between the Director of Human Resources and the Association and approved as to form by the Office of the City Attorney.
- I. **Survivor Benefits.** The City shall provide to the spouse and unmarried children up to the IRS qualified age of any employee killed in the line of duty, a medical benefits and dental plan comparable in benefits to those enjoyed by the employee's dependents while the employee was in active service. Such benefits shall cease for the spouse upon reaching age sixty-five (65) or remarriage, for the children upon becoming married or reaching the IRS qualified age, or upon the spouse's remarriage, and for both spouse and children at the time the employee would have retired with (30) years' service.
- 1) **Employee Assistance Program.** The parties recognize and acknowledge that consultation with providers

who specialize in the unique needs of first responders and their families is an important component of the City's EAP program.

- a) The City's contracted EAP provider permits PFFA members and their families to use up to a maximum of eight (8) EAP visits per individual PFFA member or family member per fiscal year.
- b) Only providers who are within the City's approved EAP network will be authorized for use by PFFA members and their families under the City's EAP program. The list of in-network providers is established by the EAP program. There is no promise by the City to cover any specific provider as this is a contractual obligation between the EAP and the mental health professional. PFFA members can access services directly through the EAP to ensure confidentiality or through a referral to EAP from the Peer Support program.

J. The City of Portland Health Plan Document and subsequent related materials reflect reinstatement of coverage rules for PFFA members. If a PFFA member's coverage has been terminated due to loss of eligibility (excluding termination of employment), coverage will be reinstated without meeting the eligibility waiting period, provided the PFFA member returns to a benefits-eligible status within twelve (12) consecutive months after the date coverage stopped. If the PFFA member is eligible for reinstatement, City contributions become effective the first of the month following the date of reinstatement to their regular work.

K. **Supplemental Pay.**

- (a) 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 the employee no more net compensation while on time loss than s/he would have received while working their regular hours.
- (b) 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 (a) above.

$\frac{[Base Rate * Regular Hours] - Deductions - W.C. Timeloss - [Gross Pay * [1 - \frac{Deductions}{Normal Gross Pay}]]}{1 - \frac{Deductions}{Normal Gross Pay}}$
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- (c) Payments made by the City under subsections (a) and (b) shall not be charged to accrued sick leave.

L. **Offset for Dual Payments of Sick Leave and Time Loss.** The City and the Union agree that no employee should receive full wages in paid sick leave while also receiving time loss payments on a workers' compensation claim. The parties therefore agree as follows:

- (a) Where the dual payment results from the employee filing a claim for time loss payments for an injury or disease after the employee has taken paid sick leave for the same condition, the City may recoup the sick leave paid, either by deductions from gross wages per pay period in an amount not exceeding 20% gross wages until the total overpayment is recouped, or the City and the employee may, by mutual agreement, provide for some other means for repayment. Upon repayment of the total amount of the excess, the employee's sick leave account shall be credited with the sick leave used.
- (b) Where the dual payment results from the City's denial of a worker's compensation claim which ultimately is determined to have been compensable, the overpayment may not be recovered by the

City through payroll deductions, nor may the sick leave used be recredited to the employee's account, unless the City and employee agree and arrange, in writing, for recovery and recrediting.

LIFE INSURANCE

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

DEFERRED COMPENSATION PROGRAM

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

EDUCATION BENEFITS

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

- A. With prior approval, the City will reimburse tuition costs for successful completion of approved courses taken at an accredited college. If the funds are available, no application will be denied, notwithstanding part D below.
- B. Bargaining unit members attending approved courses may use vacation or compensatory time to attend classes when such classes occur while they are on duty. Vacation or compensatory time shall be used in a minimum four (4) hour block. For any classes requiring more than four hours, vacation or compensatory time shall be rounded up to the next half-hour. Members may use less than four (4) hours of vacation or compensatory time for classes that begin at the start of the member's shift.
- C. Reimbursement is limited to \$250 per fiscal year per employee.
- D. Reimbursement is authorized for tuition and registration fees only. Other expenses will not be covered.
- E. Class attendance will be non-compensable time.
- F. **Accredited Classes.** Are those taught in a college or other institution that apply to the advancement of the employee for the Purpose of Portland Fire and Rescue.
- G. **Non-Accredited Classes.** For work-related classes that are non-accredited.
- H. Note: No reimbursement for any class will be in effect until the program(s) have an approved budget for education.

<p><u>Intent; No education costs will occur until the city can afford it is in a adopted budget.</u></p>

HEALTH SAVINGS REIMBURSEMENT PROGRAM

- A. The City shall allow Portland Fire & Rescue employees (employees for the purposes of this article are those covered under this collective bargaining agreement) to participate in a health savings reimbursement program, hereinafter known and referred to as the "PFFA Reimbursement Plan." The City shall allow PFFA to select a health savings reimbursement program (hereinafter called the PFFA HSR Plan, in which its members will participate.
- B. The PFFA shall select the PFFA HSR Plan to which the City shall send contributions according to this Agreement. It is expressly agreed that neither the City nor the Fire Bureau, have any legal or fiduciary responsibility whatsoever for the PFFA HSR Plan or its operation.

C. There shall be two funding sources for the PFFA HSR Plan:

1) Transfer of the Value of Accrued Leave.

a) *Classification 1 Employees.*

i) Identification of Employees in Classification 1 for Transfer of Sick/Vacation Leave. Every employee, who is classified as PERS Tier 3/OPSRP (not PERS Tier 1 and 2), shall be considered a "Classification 1 Employee" for transfer of sick and vacation leave to the PFFA HSR Plan.

ii) Calculation of Transfer Amount of Sick and Vacation Leave to PFFA HSR Plan. Upon retirement of a Classification 1 Employee, the City shall transfer into the PFFA HSR Plan 100% of the unused sick leave which is eligible to be cashed out under Article 11 at the time of the employee's retirement and 100% of the unused vacation leave which is eligible to be cashed out under Article 10 at the time of the employee's retirement.

b) *Classification 2 Employees.*

i) Identification of Employees in Classification 2 for Transfer of Vacation Leave. Every employee who is classified as PERS Tier 2, shall be considered a "Classification 2 Employee" for transfer of vacation leave to the PFFA HSR Plan.

ii) Calculation of Transfer Amount of Vacation Leave to PFFA HSR Plan. Upon retirement of a Classification 2 Employee, the City shall transfer into the PFFA HSR Plan 100% of the unused vacation leave which is eligible to be cashed out under Article 10 at the time of the employee's retirement.

c) *Mandatory Transfer to PFFA HSR Plan or 457 Plan/No Cash Option.*

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

2) Transfer of Wages from Payroll to PFFA HSR Plan

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

For every employee who is classified as PERS Tier 2 and 3/OPSRP (not PERS Tier 1), the City shall automatically withhold 4% of the gross wages on a pre-tax basis of all active employees employed in such classifications and transfer those withholdings into the PFFA HSR Plan.

b) Changes to Contributions from Wages.

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

c) Contributions from Wages to PFFA HSR Plan Mandatory.

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

- D. The City shall remit the above wage contributions and accrued leave transfers directly to the PFFA HSR Plan within 30 days of the date the payment would have been payable to the employee.
- E. If at any time during the operation of the Plan it is determined that (1) transfers may not be made on a pre-tax basis or (2) that plan earnings are not tax-exempt or (3) payments from the Plan are not tax exempt or if (4) participation in the Plan or operation of the Plan is in violation of any federal or state law or regulation, then in that event the parties agree to negotiate a substitute provision in order to carry out the original intention of the Agreement. Either the City or the Union will notify the other party that the PFFA HSR Plan may violate a provision of this paragraph. The parties will then meet and discuss the issue with each other and their professional advisors. The parties will attempt to reach a mutual agreement within 45 days. If the parties do not agree within 45 days, the Union will determine the issue subject to Section F, below.
- F. At any time during the life of this contract and subject to dialog in the Labor –Management Committee, the review of the parties’ counsel and the Bureau of Human Resources (BHR), the PFFA may replace the PFFA HSR plan with another form of non-qualified deferred compensation program, such as a medical savings account plan. All provisions in this article shall apply to the new plan, unless otherwise agreed by the parties.
- G. The PFFA agrees that it will indemnify, defend, and hold the City harmless from all suits, actions, proceedings, compliance orders, citations and claims or regulatory sanctions against the City or persons acting on behalf of the City, whether for damages, compensation, reinstatement, fees, penalties or any combination thereof, arising out of the application of this Article. This paragraph shall not apply in the circumstance of liabilities arising from either action or inaction on the part of the City in fulfilling its obligations under this Article.
- H. The Union will provide full disclosure prior to implementation and will assume any penalties, including costs associated with errors. The Union is required to implement a program that is compliant with the City’s administration of benefits. If the program/plan that the Union chooses is not compliant with City of Portland Benefits Administration, the Union must agree to change to a compliant program and assume all the costs in doing so.

Intent: Keep existing language from PFFA Sworn CBA.

LABOR MANAGEMENT COMMITTEE

- A. The City and the Union agree to the creation of a Labor/Management Committee. The Committee shall consist of the Fire Chief and the Union President plus six (6) more members selected by each party. The purpose of the Committee is to facilitate improved labor/management relationship by providing a forum for the free discussion of the implementation of new PF&R programs or substantial modifications of PF&R programs that have an impact on working conditions or duties.
- B. The Committee will meet monthly at mutually scheduled times and at any other mutually scheduled times. These meetings can be cancelled by mutual agreement of both labor and management.
- C. The Chairmanship of the Committee shall be rotated between labor and management members. Members shall, in advance of a meeting, provide the Chair with proposed agenda items. The City shall designate a staff person to provide the members with the meeting agenda in advance of the meeting and to take minutes for the meeting. Agendas shall be distributed to the members one week in advance of the meeting and items may be added to the agenda by mutual agreement at any time.
- D. Association representatives will be allowed to attend meetings of the Committee during their work hours without deduction in pay.
- E. The parties agree that this Committee does not constitute bargaining. The discussions of the Committee do not decrease management's rights or constitute a waiver of any duty to bargain mandatory subjects of bargaining.

GRIEVANCE, COMPLAINTS AND ARBITRATION

General.

To promote better employer-employee relationships, both parties pledge their immediate cooperation to settle any grievance or complaints that might arise out of the application of this Agreement and the following procedure shall be the sole procedure to be utilized for that purpose. Any settlement of a grievance under this Article which would alter or amend the terms of this Agreement, or any side bar agreement or memorandum of understanding shall not be binding on either party unless the settlement, or memorandum of understanding or a side bar agreement, is approved in writing by the president of the Union and the Chief Human Resource Officer of the Bureau of Human Resources.

Process.

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

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

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

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

The arbitrator's decision shall be final and binding on both parties, but the arbitrator shall have no power to alter in any way the terms of this Agreement. The decision of the arbitrator shall be within the scope and terms of this Agreement and the arbitrator shall be requested to issue the decision in writing, indicating findings of fact and conclusion, to both parties within thirty (30) days after the conclusion of the proceedings, including filing of briefs, if any. It may also provide retroactivity not exceeding sixty (60) days prior to the date the grievance was filed and shall state the effective date.

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

The parties agree that the grievance procedure is the exclusive remedy for disputes regarding issues covered by

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

DISCIPLINE AND DISCHARGE

Discipline.

(A) Disciplinary action or measures shall include only oral reprimand, written reprimand, suspension, demotion, or termination. Notification of an oral reprimand, written reprimand, suspension, demotion, or termination shall be furnished to the Union.

(B) Disciplinary action may be imposed upon an employee only for just cause. Disciplinary action imposed on any employee may be processed as a grievance through the regular grievance procedure except for an employee who fails to successfully complete the probationary period. Notification of failure to complete the probationary period shall be furnished to the Union.

(C) If the City has reason to reprimand the employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

(D) 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 meeting. The City shall make every effort to also notify the Union Representative when an employee has been or will be scheduled for an investigatory meeting. Failure to notify the Union is not grievable.

(E) Records of oral and written reprimand not involving other disciplinary action, shall be removed from an employee's personnel file after one year, on the employee's request, provided in the judgment of the City the employee has taken the specified corrective action and has received no other disciplinary actions. Approval to remove such material from the file shall not be unreasonably withheld.

Performance Improvement Plan.

If the Union, the City, and the affected employee agree, a Performance Improvement Plan (PIP) may be used in place of the disciplinary steps prior to discharge in cases of documented employee performance problems. It is the intent of the City and Union that a PIP shall only be used following prior management actions regarding employee performance including performance evaluations, coaching, or formal disciplinary steps. In general, a PIP should have a positive tone, clearly set out performance expectations, set a timeline and milestones for check-ins on performance, resources provided by management and shall clearly define successful completion as well as consequences of failure to improve performance, up to and including discharge. The content of the PIP will be mutually agreed upon by the Union, City, and affected employee. The City or Union's offer or refusal to agree to a PIP shall not be used against them in the grievance procedure.

Discharge.

The City shall not discharge without just cause any employee who has completed the probationary period. If the City feels there is just cause for discharge, the employee involved shall be placed on paid administrative leave for a period of ten (10) calendar days. The employee and the Union shall be advised in writing of such administrative leave and possible discharge, the reasons therefore, and that the employee's employment with the City will be deemed terminated at the end of such period; provided, however, that it is the purpose of this ten (10) day period to permit an investigation of the matter and to allow the employee and/or the Union to present any information considered relevant. The Union may take up a discharge as a grievance in the manner described in Grievances, Complaints, and Arbitration Article.

Remedial Action.

Any employee found to be unjustly suspended or suspended for an unreasonable length of time shall receive compensation for lost time to the extent deemed equitable under all the circumstances. Any employee found to be unjustly discharged shall be reinstated with full restoration of all or any part of lost time to the extent necessary for fair treatment.

Civil Service Board.

Upon appeal of any discharge, demotion or suspension before the Civil Service Board, any grievance filed under this Section will be withdrawn.

DRIVING PRIVILEGES

A. Definitions

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

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

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

OFF-DUTY DUII POLICY

SUMMARY

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

DUII Guideline

This guideline is intended to assist the Fire Chief in determining an appropriate level of discipline in cases where a PFFA member has committed a DUII offense. The Fire Chief has final authority to determine levels of discipline based on their own judgment.

First Offense
1. Mandatory Substance Abuse Professional (SAP) counseling
2. Successfully complete treatment program as recommended by SAP
3. Unannounced follow up testing if recommended by SAP
4. Ineligible for promotional hire for 1 year from date of offense
5. Loss of premium pay until license is reinstated without restriction(s)
6. One shift suspension at management's discretion

Second Offense
1. Mandatory SAP counseling
2. Successfully complete treatment program as recommended by SAP
3. Unannounced follow up testing if recommended by SAP
4. Ineligible for promotional hire for 3 years from date of second offense
5. Loss of premium pay until license is reinstated without restriction(s)
6. 3 – 5 - d a y suspension without pay at management's discretion
7. 5-year Last Chance Agreement

Violation of Terms following Second Offense
1. Termination

Third Offense
1. Termination

NOTE

1. Initial appointment with SAP must be made within 14 calendar days of offense to be compliant (applies to first and second offenses)
2. Compliance with counseling is determined by the SAP
3. The City defines "offense" as the following: driving a vehicle on a public road or premises open to the public while under the influence of intoxicants.
4. A member may be in violation of this rule even if not charged with a criminal offense or not convicted of a criminal offense, including but not limited to instances when a member is charged and enters a diversion program.

LEGAL FEES

The City agrees to reimburse a member for all reasonable, usual, and customary legal fees charged by an attorney as a direct result of criminal charges or a criminal investigation arising out of the member's involvement in actions in the performance of their official duties.

The reimbursement shall not be made if:

1. The member is convicted by verdict or plea, or pleads no contest to criminal charges arising out of the incident; or
2. The Bureau sustains disciplinary charges based on the member's actions that formed the basis for the possible criminal liability, and the Bureau's sustaining of the charges is upheld on any appeals process.

Any reimbursement shall be made only at the conclusion of all criminal and disciplinary proceedings against the member arising out of the incident. The Union shall submit an invoice for reimbursement to the Bureau no later than sixty (60) days after the criminal case or disciplinary proceeding closes.

To receive reimbursement under this Article, the member must select one attorney from a list of fifteen (15) which has been mutually agreed upon by the Union and the City Attorney. Neither party shall unreasonably oppose the inclusion of an attorney on the list. Within sixty (60) days of the execution of this agreement, the Union shall submit to the City Attorney the names of the attorneys it proposes for inclusion on the list. If no attorney on the list is available to represent a member, the member may obtain another attorney, and if the Union notifies the City of the selected attorney by the close of the next working day, the City shall reimburse the member for the attorney's fees provided all other requirements of this Article are met.

Before becoming obligated under this Article, the City shall be presented with an affidavit by the attorney listing an hourly breakdown of time spent and briefly describing the purpose of such time. If the City in its discretion feels the charges exceed reasonable, usual, and customary fees normally charged, the City may submit the bill to the Oregon State Bar Association for review. The Oregon State Bar Association's determination will be final and binding for the City's obligation under this Article.

This provision shall only apply to incidents occurring on or after the effective date of this contract.

STRIKES AND LOCKOUTS

Section 1. There shall be no strike or other cessation of, or interference with, work by the employees or the Union during the term of this agreement.

Section 2. There shall be no lockout of employees instituted by the City during the term of this agreement.

SAVINGS CLAUSE

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

TERMINATION AND DURATION

This Agreement shall be effective July 1, 2023 or upon ratification by both parties, whichever is later, except as otherwise noted in the Agreement, and shall remain in full force and effect until the 30th day of June 2026. Non-bargaining unit members who are still City employees at the time of ratification of this agreement by both parties or at the time of issuance of an interest arbitration award will receive wages and benefits for their service time in the bargaining unit retroactive to July 1, 2023 to the same extent as bargaining unit members. Persons who are no longer working for the City at the time of an award or ratification shall not receive any retroactive wage or benefit payments under this agreement.

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

SCHEDULE A – SALARY RATES

YEAR ONE: A Cost-of-Living Adjustment (COLA) of five percent (5%) is reflected in the Schedule “A” classification salary rates, retroactive to July 1, 2023.

YEAR TWO -

Salary rates for classifications in Schedule “A” for the period July 1, 2024 to June 30, 2025 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers for large western U.S. cities (CPI-W West – Size A) (as measured by the annual change in the index between the 2nd Half 2023 and the 2nd Half 2024) published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

YEAR THREE -

Salary rates for classifications in Schedule “A” for the period July 1, 2025 to June 30, 2026 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers for large western U.S. cities (CPI-W West – Size A) (as measured by the annual change in the index between the 2nd Half 2024 and the 2nd Half 2025) published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

Schedule “A” Wages as of 7/1/23 – 6/30/24

Title	Job ID #	Step 1 (Entry)	Step 2 (1 Year)	Step 3 (2 Year)	Step 4 (3 Year)
Community Health Medical Responder	30003600	\$30.06	\$32.56	\$34.74	\$37.03
*Community Health Nurse	30003625	\$60.31	\$65.50	\$70.69	N/A
Paramedic Premium	Community Health Medical Responders who are licensed paramedics and assigned to the CHAT program shall receive a premium of three percent (3%) of top Community Health Medical Responder base hourly rate over their regular rate for the duration of the Buprenorphine pilot but shall expire eighteen (18) months from the official start of the pilot.				

*Does not include a COLA adjustment for Fiscal Year 2023 – 2024; converted pay bands to steps instead

REOPENER

If the City revenue sources for the Community Health Assess and Treat (CHAT) and Portland Street Response (PSR) become more stable and permanent, the City and the signatory labor organization agree that they will meet and discuss the economic impact and, by mutual agreement, will reopen the following Articles for bargaining:

Wages, Salaries, and Allowances
Education Benefits
Schedule A Wages