LABOR AGREEMENT

BETWEEN
THE CITY OF PORTLAND

AND

THE PORTLAND FIRE FIGHTERS' ASSOCIATION

IAFF LOCAL 43

July 1, 2019 - June 30, 2023

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ARTICLE 1 – PURPOSES

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

ARTICLE 2 – RECOGNITION

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

ARTICLE 3 – MANAGEMENT RIGHTS

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

The 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.

ARTICLE 4 – PRODUCTIVITY

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

ARTICLE 5 – ESSENTIAL EMPLOYEES

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

ARTICLE 6 – UNION SECURITY

A. **Notification.** The City will provide the Union an opportunity to meet with their new members upon hire. The City agrees to deduct the Union membership dues and any additional assessments made by the Union or other deductions, which have been agreed to by the member, including Political Action Committee funds, from the member once each pay period. The amounts to be deducted shall be certified to the City by the Treasurer of the Union, except for the regular dues calculation that is done by the City with the formula given by the Union. The aggregate deductions of those members shall, together with an

itemized statement, be remitted to the Treasurer of the Union no later than the first day of the succeeding month after the deductions are made but no longer than 10 calendar days.

B. Voluntary deductions made to the International Association of Fire Fighters (IAFF) shall be sent directly to the IAFF with an itemized electronic statement. Deductions to the IAFF shall be limited to one (1) amount per member.

C. The City shall make dues deductions from Union members using the formula given by the Union from all wages.

D. The Union agrees that it will indemnify, defend and save the City harmless from all suits, actions, proceedings and claims against the City or persons acting on behalf of the City, whether for damages, compensation, reinstatement, or any combination thereof, arising out of the application of this article.

ARTICLE 7 – HOURS OF WORK

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

A. Work schedules shall consist of the following:

1) Twenty-four (24) hours on duty, forty-eight (48) consecutive hours off duty, twenty-four (24) hours on duty, etc., referred to as a suppression schedule;

2) Five (5) eight (8) hour days, two (2) consecutive days off;

3) Four (4) ten (10) hour days, three (3) consecutive days off;

4) Any schedule presently regularly worked by Union members; or

5) Any other schedule mutually agreed upon by the parties.

B. The standard work schedule:

1) The standard work schedule for suppression employees is an approximately 51.69 hour work week. Effective July 23, 2020 the work week will be increased to approximately 53.05 hours and continuing until June 23, 2021 when the work week will decrease to 52.50 hours from June 24, 2021 through June 22, 2022. Starting on June 23, 2022, the work week shall be reduced to 50.40 hours. Work week changes will coincide with FLSA and payroll breaks.

2) Employees who work a 40-hour work week and who are overtime eligible will work one 24-hour emergency operation shift per fiscal year starting July 1, 2020 and ending June 30, 2022. The hourly rate will be adjusted so that additional costs are not incurred by the City due to these extra shifts.

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

C. The alternative work schedule pilot:

1) The City and the Union shall form a committee to implement an alternative work schedule for suppression employees.
2) The committee shall consist of up to (3) members appointed by the City and up to (3) members appointed by the Union.
3) Such committee will establish metrics to measure the success of the pilot program prior to implementation.
4) The alternative work schedule that will be implemented is as follows: twenty-four (24) hours on; seventy-two (72) hours off; forty-eight (48) hours on; seventy-two (72) hours off, referred to as a 1-3,2-3 with Kelly days schedule.
5) The 1-3,2-3 alternative work schedule shall be implemented by the expiration date of the collective bargaining agreement, for a trial period of not less than four months, at station(s) determined by mutual agreement. The trial period shall begin as soon as mutually agreeable.
6) Implementation shall not unreasonably disrupt operations.
7) The alternate schedule creation and implementation costs shall remain de minimis.
8) The alternate schedule shall not reduce Kelly days, and the work week shall remain at the hours as reflected in paragraph (B)(1) above.
9) After the trial period ends, the committee will meet to evaluate the alternate schedule. If the parties determine the trial period for the alternative work schedule should continue, the parties may do so by written mutual agreement.
10) Creation of the committee will take place immediately following the signing of the successor agreement.
11) Either party may terminate the trial period for any reason with 30 days written notice.

D. The alternative work schedule committee:

1) The City and the Union shall form a committee to explore alternate work schedules for PF&R employees.
2) The committee shall consist of (3) members appointed by the City and (3) members appointed by the Union.

3) Such committee will establish metrics to measure the success of the pilot program prior to implementation.
4) The alternative schedule will be determined and implemented by the expiration date of the collective bargaining agreement.
5) The alternative work schedule shall be implemented for a trial period of not less than four months, at station(s) determined by mutual agreement.
6) Implementation shall not unreasonably disrupt operations.
7) After the trial period ends, the committee will meet to evaluate the alternate schedule. If the parties determine the trial period for the alternative work schedule should continue, the parties may do so by written mutual agreement.
8) Creation of the committee will take place immediately following the signing of the successor agreement.
9) Either party may terminate the trial period for any reason with 30 days written notice.

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

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

ARTICLE 8 – WAGES, SALARIES AND ALLOWANCES

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

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

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

C. **Specialty Pay.**

1) To be eligible for specialty pay as provided herein, the employee must be assigned to a specialty pay assignment by the Chief or the Chief's designee.

2) Notwithstanding the foregoing, those employees assigned as Fire Training Captains, Fire Training Officers, Staff Fire Captains, Staff Fire Lieutenants, Harbor Master, Fire Fighter Specialists, Fire Battalion Chiefs (40-hour), Fire Investigators, certified Fire Inspector Specialists, Special Hazards Inspector, Public Assembly Inspector, and Senior Inspector Specialists will receive six (6) percent over the regular wage for the basic classification.

3) Members assigned as trainers to TAC and Station 2 will receive six percent (6%) premium pay. This premium will continue for up to 6 months, even during periods of hiatus between assignments of recruits. During periods of hiatus members will be assigned a scope of work to be determined by management.

4) Personnel below the rank of Captain assigned as FPDR Liaison, Driver Instructor, Uniform & Equipment Officer, or Recruiter and work a 40-hour week will be paid the same rate as Fire Training Officer.

5) Upon being promoted to a higher line classification, such employees will be placed at the entry rate for the new classification. However, should the promoted employee's previous rate of pay, including premium pay, be higher than the entry rate for the new promotion class, the employee's overall salary (base rate plus any applicable premiums) upon promotion shall be set at the lowest step which results in an actual pay increase. The employee will remain at that step until the employee has served sufficient time in grade to be eligible for a pay increase.

6) Fire Lieutenants assigned as an EMS Specialist will be placed on the step in the pay range for EMS Specialist which reflects their time in grade as a Fire Lieutenant. They shall retain their Fire Lieutenant anniversary date for future salary increases while assigned as EMS Specialist. Fire Fighters assigned as an EMS Specialist, will follow the rules for promotion stated above.

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

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

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

10) **Paramedic.** Certified paramedics (those paramedics who have successfully completed the Portland Fire and Rescue Field Training Program), up to and including the rank of Fire Captain, who are assigned to the Emergency Operations Division, Medical Services, and Training Division ("assigned paramedics") shall receive a premium of eleven percent (11%) of top step Fire Fighter base hourly rate over their regular rate for the period of time assigned as a paramedic. The number of assigned paramedics receiving the eleven percent (11%) premium shall be limited to 150 as determined by seniority. In the event a certified Paramedic not regularly assigned to the EOPs division works in the division, he/she shall receive a premium of eleven percent (11%) of top step Fire Fighter base hourly rate if he/she would have been considered in the "cap" based on seniority if regularly assigned to EOPs division.

    a) Certified paramedics up to and including the rank of Captain who are assigned to divisions other than Emergency Operations, Medical Services, and Training Division shall receive a premium of three percent (3%) of top step Fire Fighter base hourly wage rate over their regular rate.

b) Paramedics assigned to the EMS Section as an EMS Specialist or EMS Coordinator will be included in the cap of 150 paramedics. However, FF/Paramedics and Lt./Paramedics assigned to the EMS Section as EMS Specialists will not receive the 11% premium as it is already figured into their wage structure. This cap of 150 paramedics may increase or decrease depending on whether additional companies are opened or existing companies are closed. In the event a certified unassigned paramedic substitutes for an assigned paramedic, they shall receive the 11% premium on an hour-for-hour basis. Vacancies in the assignment of paramedics in EOPs shall be filled by the most senior certified paramedic indicating an interest in such an assignment.

c) Certified paramedics who are not assigned as paramedics may maintain their certification by attending training provided by PF&R. Such training must be done on off-duty hours and paramedics will not be compensated for attending training.

11) **Technical Rescue Team.** Certain employees who perform additional work by serving in the Technical Rescue Team shall receive a premium of six percent (6%) through June 30, 2021. Effective July 1, 2021, the premium shall increase to nine percent (9%). To be eligible for this premium, the employee must meet all of the following criteria:

a) Be serving on the Technical Rescue Team and assigned to E-1, T-1, S-1, or E-12. The number of employees receiving this premium shall not exceed a maximum of sixteen (16) per day: twelve (12) employees assigned to E-1, T-1, S-1; and four (4) employees assigned to E-12, *and*

b) Meet DPSST requirements for *all* of the following:

1. Rope Rescue
2. Trench Rescue
3. Confined Space Rescue
4. Vehicle/Mechanical Rescue

c) Meet the training objectives outlined in Module 1 of the FEMA Structural Collapse Rescue (as defined by the Technical Rescue Program). This training will be provided by the program itself.

d) The remaining modules of the FEMA Structural Collapse Rescue training must be completed within the first year after completion of Module 1. If it is not completed, the employee will become ineligible for the premium pay. This section is not applicable if the training is not provided.

e) Further, the Bureau may require that incumbents to such assignments successfully pass an annual evaluation based on

criteria established by the Bureau. The PFFA shall have the opportunity to give input through Labor-Management Committee into the development of the evaluation process.

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

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

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

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

b) **Marine Operations – Land-based.** Those employees certified for and assigned to the Land-based Marine Operations unit (presently Station 24) shall receive six percent (6%) over their regular wage rate for their classification.

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

16) **Dive Rescue Team.** Those employees certified for and assigned to the Dive Rescue Team shall receive additional pay of six percent (6%) of the top step Fire Fighter base hourly rate. Assignment to the Dive Rescue Team shall be limited to twenty-five (25) members or such other number as the Bureau, in its sole discretion, may establish, and may be restricted to employees assigned to a designated Dive Rescue Team station(s).

Assignment and required certifications shall be at the sole discretion of the Bureau. Additionally, the Bureau may require that incumbents on the Dive Rescue Team successfully pass an annual evaluation based on criteria established by the Bureau.

17) **Fire Inspectors.** Effective July 1, 2013, Fire Inspectors with the Fire Inspector II certification shall receive a premium of three percent (3%) of his/her base wage rate.

D. **Investigators**

1) Investigators will receive a 6% premium over their base pay of Fire Inspector/Fire Lieutenant. Investigators will receive three percent (3%) premium pay upon successful completion of the Police academy portion of their training. Investigators will receive an additional three percent (3%) for a total of six percent (6%) premium upon successful completion of their FTO program.

2) Investigators who are assigned to standby will receive $7.80 per hour for standby time. Payment of this amount is not intended to indicate that standby time is compensable for overtime purposes under the Fair Labor Standards Act (FLSA). To the contrary, it is the intention of the parties that standby time will not be counted as hours worked for overtime purposes under the FLSA. The parties agree that the hours of standby time will not be used in calculating an Investigator's overtime rate.

3) Investigators on standby will carry a pager, take home a fully equipped City car and will be available to be in the car responding within 15 minutes of a page, from a point not farther than 15 minutes from the Portland city limits. Investigators need not return to City premises when responding.

4) While on standby, Investigators may engage in personal pursuits, but they must be fit for duty should they be called to return to work. Investigators may trade their standby time in accord with the Fire Bureau's General Orders.

5) Call shifts to replace the night 4-10 Investigator will be paid at time and one-half at the 40-hour rate.

6) Retired Officer Court Time. Any member of the bargaining unit who retires on or after July 1, 2017, shall be compensated by the City when subpoenaed to appear in court as a prosecution witness in a criminal case,

as a consequence of the member's official duties prior to retirement. The compensation shall be at the step last held in the classification by the member. Payment will be at straight time for the hours in court, with a minimum payment of four (4) hours for each day of such service.

7) Investigators assigned as an FTO working a 40 or 42-hour work week will receive six percent (6%) premium pay over their regular base pay.

8) The following practices will continue:

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

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

   c) Employees held over beyond their shift will be paid at time and one half for hours actually worked.

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

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

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

E. **Fire Investigation Canine.**

1) **Day Off.** Portland Fire & Rescue Canine Handlers who have a Fire Investigation Canine kenneled at their residence shall be paid a premium of one hour pay at time-and-one-half (1½) of the regular rate per day when they perform "kennel time" for their dog on their day off. "Kennel time" includes but is not limited to exercising the dog, grooming the dog, and cleaning up the dog run and similar duties.

2) **Work Day.** On a regular work day, Portland Fire & Rescue Canine Handlers shall be paid a premium of one-half (½) hour at time-and-one-half of the regular rate per day for performing "kennel time" duties over and

above the regular shift, if the Canine Handler cannot perform the "kennel time" during the regular shift.

3) **Vacation.** Portland Fire & Rescue Canine Handlers shall be paid one-half (½) hour at time-and-one-half of the base rate per day when they perform "kennel time" duties while on vacation. The vacation compensation will apply to full or partial shifts of vacation leave.

4) **Other Paid Leave.** Portland Fire & Rescue Canine Handlers shall be paid a premium of one-half (½) hour per day, calculated on the regular rate, when they perform "kennel time" duties while in the following pay status:
   a) Jury Duty, performing "kennel time" duties over and above the regular shift, if the Canine Handler cannot perform the kennel time during the regular shift.
   b) Parental Leave.
   c) Sick leave, unless the Canine Handler is physically incapable of performing kennel time duties.
   d) Injury (LOS) leave, unless the Canine Handler is physically incapable of performing kennel time duties.

5) Portland Fire & Rescue Canine Handlers shall not receive any additional compensation while in the following pay status:
   a. Military leave, if away from home overnight.
   b. Sick leave, if the Canine Handler is physically incapable of performing kennel time duties.
   c. Injury (LOS) leave, if the Canine Handler is physically incapable of performing kennel time duties.

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

G. **Call Back.** Off-duty employees covered by this Agreement, regardless of their pay range, when responding to a call back for "Greater Alarm" or other emergency, and if the off-duty employees report to their assignment within one

hour of the official time of call, as registered on the Greater Alarm Call List and Report, PFB Form 100.13, shall be compensated at their base rate for six hours' duty, or for one and one-half times the actual time served on call back, whichever is greater. Those members pre-assigned by General Order 3 to the fire line and who receive their time cards at the scene of the emergency location, shall be allowed to subtract 30 minutes from the fire line check-in time to allow for travel time from their home station to the fire line.

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

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

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

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

K. **Other Compensation**.

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

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

3) Effective with the ratification of this Labor Agreement, employees in assignments that require replacement when an employee is absent shall be paid at the applicable overtime rate. Employees in these assignments who have accrued compensatory time may continue to use this accrual until June 30, 2016. Effective June 30, 2016, employees in such assignments who have accrued compensatory time shall be paid cash for any remaining compensatory time.

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

L. **Longevity.** Employees who have completed their Tenth (10^{th}) year of service as a sworn member of the bureau shall receive longevity pay of one percent (1%) of the top step Fire Fighter base rate in addition to their regular rate. Employees who have completed their Fifteenth (15^{th}) year of service as a sworn member of the bureau shall receive longevity pay of three (3%) of the top step Fire Fighter base rate in addition to their regular rate. Employees who have completed their Twentieth (20^{th}) year of service as a sworn member of the bureau shall receive longevity pay of five percent (5%) of the top step Fire Fighter base rate in addition to their regular rate. Employees who have completed their Twenty-Fifth (25^{th}) year of service as a sworn member of the bureau shall receive longevity pay of seven percent (7%) of the top step Fire Fighter base rate in addition to their regular rate.

M. **Public Information Officer (PIO) Compensation**

1) The primary and backup sworn PIO assignments may be filled by any sworn personnel.

2) The primary PIO and backup PIO will be assigned by and serve at the discretion of the Fire Chief or designee.

3) The primary PIO assignment will be compensated at the rate of Senior Inspector.

4) The primary PIO must carry a pager and generally be available for call-back outside of his/her normal work day, from the end of his/her first shift of the week through the start of the last shift of his/her week.

5) The backup PIO assignment will receive five (5) hours of overtime at their regular rate of pay as compensation for standby on a regular weekly schedule. Effective July 1, 2013, standby and call-back compensation will be paid at the forty (40) hour rate regardless of the employee's regular schedule.

6) The backup PIO assignment will receive five (5) hours of overtime for "standby" schedule not to exceed four 24-hour shifts. 1.25 hours of overtime will be paid for each additional day served.

ARTICLE 9 – HOLIDAYS

A. Those employees who work a regular 40-hour work week (as distinguished from those who work a 42 or suppression schedule) shall receive the following paid holidays:

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

Four (4) personal holidays per calendar year to be taken at a time mutually agreeable to the employee and the City and every day appointed by the President or the Governor of the State of Oregon as a universal holiday for all citizens. Members on light duty shall receive one personal holiday immediately upon transfer to a light duty position, and one each 90 days thereafter. Those on light duty will receive all the above-listed holidays if they fall during the employee's light duty assignment.

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

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

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

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

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

Employees may receive once per fiscal year, at their request, a payout of any amount of accrued deferred holiday time.

ARTICLE 10 – VACATION LEAVE

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

B. Effective the first full pay period of January 1, 2022, the 30-year vacation accrual rate will be compressed up to the 26th year accrual rate for suppression and 42-hour work schedules, making the 26th year accrual rate the top of the scale.

1) **SUPPRESSION SCHEDULE UNIFORMED MEMBERS**

Years of Service	Accrual Hours per Pay Period	Annual Hours of Vacation
0	10.64	276.51
1	10.82	281.31
2	11.00	286.11
3	11.19	290.91
4	11.37	295.71
5	11.56	300.51
6	11.74	305.31
7	11.93	310.11
8	12.11	314.91
9	12.30	319.71
10	12.48	324.51
11	12.85	334.11
12	13.22	343.71
13	13.59	353.31
14	13.96	362.91
15	14.33	372.51
16	14.51	377.31
17	14.70	382.11
18	14.88	386.91
19	15.07	391.71
20	15.25	396.51
21	15.44	401.31
22	15.62	406.11
23	15.80	410.91
24	15.99	415.71
25	16.17	420.51
26	16.36	425.31
27	16.54	430.11
28	16.73	434.91
29	16.91	439.71
30	17.10	444.51

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

Years of Service	Accrual Hours per Pay Period	Annual Hours of Vacation
0	8.40	218.39
1	8.55	222.19
2	8.69	225.99
3	8.84	229.79
4	8.98	233.59
5	9.13	237.39
6	9.28	241.19
7	9.42	244.99
8	9.57	248.79
9	9.72	252.59
10	9.86	256.39
11	10.15	263.79
12	10.43	271.19
13	10.72	278.59
14	11.00	285.99
15	11.28	293.39
16	11.43	297.19
17	11.58	300.99
18	11.72	304.79
19	11.87	308.59
20	12.02	312.39
21	12.16	316.19
22	12.31	319.99
23	12.45	323.79
24	12.60	327.59
25	12.75	331.39
26	12.89	335.19
27	13.04	338.99
28	13.18	342.79
29	13.33	346.59
30	13.48	350.39

4) **40-HOUR WEEK UNIFORMED MEMBERS**

Years of Service	Accrual Hours per Pay Period	Annual Hours of Vacation
0	4.31	112.06
1	4.47	116.22
2	4.62	120.12
3	4.77	124.02
4	4.93	128.18
5	5.08	132.08
6	5.24	136.24

7	5.39	140.14
8	5.54	144.04
9	5.7	148.20
10	5.85	152.10
11	6	156.00
12	6.16	160.16
13	6.31	164.06
14	6.47	168.22
15	6.62	172.12
16	6.77	176.02
17	6.93	180.18
18	7.08	184.08
19	7.24	188.24
20	7.39	192.14
21	7.54	196.04
22	7.7	200.20
23	7.85	204.10
24	8	208.00
25	8.16	212.16
26	8.31	216.06
27	8.31	216.06
28	8.31	216.06
29	8.31	216.06
30	8.31	216.06

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

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

1) FPDR 2 and PERS Tiers 1 and 2 members:
45 years of age and 20 years of services, or 50 years of age and any years of services.

2) FPDR 3/OPSRP:
48 years of age and 20 years of services, or 55 years of age and any years of services.

The amount of vacation leave cash out shall not exceed three years accrual and all vacation in excess of three years accrual shall not be considered accrued

vacation. Employees who resign or are terminated from employment shall be limited to a maximum of two years vacation leave cash out.

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

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

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

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

I. Except for Battalion Chiefs, the maximum number of suppression schedule members, including company officers, allowed on vacation shall be no more than one-fifth (1/5) of the total suppression personnel on each day. The maximum number shall be 35**.**

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

If an employee has made a reasonable effort to use their vacation but is unable to schedule the minimum shifts necessary to stay under the maximum accumulation, the following steps will be taken. First, after the regular rotations described in section E, above, are completed, these employees will select among any remaining vacation slots in the bureau based on their bureau-wide seniority on the same rotational basis. Employees will be required to select at

least one shift per rotation. Second, any vacation remaining to these employees after all City vacation slots are filled will be held over until the next year's selection. Any vacation held over in this manner must be used with one additional shift of vacation for the employee's first selection of the next year.

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

L. When an employee transfers from a 42 hour or suppression schedule to a 40-hour schedule, the vacation balance will be converted to a 40-hour equivalent. If the converted vacation total is in excess of the 40-hour maximum accrual, the employee may immediately elect to have the excess amount removed from the employer's computerized report to be reinstated when they transfer back to a 42 or suppression schedule. This additional time will not be used or lost for the duration of the 40-hour assignment and can only be used for retirement payoff or pursuant to subsection C above.

M. The conversion factor for employees who transfer between 24/48 schedule and 40-hr shifts is 1.2923 (.7738) and suppression schedule and 42 is 1.2307 (.8125) through July 22, 2020.

Effective July 23, 2020 and continuing through June 23, 2021, the conversion factor for employees who transfer between suppression schedule and 40-hr shifts is 1.3263 (.7540) and 24/48 schedule and 42 is 1.2631 (.7917).

Effective June 24, 2021 and continuing through June 22, 2022, the conversion factor for employees who transfer between suppression schedule and 40-hr shifts is 1.3125 (.7619) and 24/48 schedule and 42 is 1.2500 (.8000).

Effective June 23, 2022, the conversion factor for employees who transfer between 24/48 schedule and 40-hr shifts is 1.2600 (.7937) and suppression schedule and 42 is 1.2000 (.8333).

These conversion factors apply to the conversion for vacation and all other accruals except for sick leave.

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

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

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

ARTICLE 11 – SICK LEAVE

A. Sick Leave is for an employee's own illness or injury. Sick leave may also be available to care for a family member as provided in the City's Human Resources Administrative Rule 6.04 presently in effect and/or by state and federal law, except as modified as follows:

B. Sick leave credit shall be accumulated at a bi-weekly rate of 4 hours for those employees working a forty (40) hour-per-week shift, 4.2 hours for those working a forty-two (42) hour-per-week shift, and approximately 5.208 hours for those employees working a suppression schedule.

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

D. Forty (40) and forty-two (42) hour employees will be permitted to use a maximum of fourteen (14) consecutive calendar days of sick leave without certification from a treating health care provider (written or electronic communication). 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. Suppression schedule members will be permitted to use a maximum of four (4) consecutive twenty-four (24) hour shifts' sick leave without certification from the employee's healthcare care provider. Certification from a healthcare provider, is required when the employee is off duty more than four (4) consecutive twenty-four (24) hour shifts.

F. The required certification from the employee's health care provider mentioned above must be submitted upon return to duty but in no case 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.

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

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

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

J. **Sick Leave Misuse.** Misuse of sick leave is defined as the use of sick leave for any purpose other than allowed for in Article 11.

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.

K. The conversion factor for employees who transfer between the suppression schedule and 40-hour shifts is 1.302 (.768) and suppression schedule and 42 is 1.24 (.806).

L. Employees who are classified as FPD&R Tier 1 or 2 or FPD&R Tier 3/PERS OPSRP who have accumulated sick leave at the time of their retirement shall receive payment for such sick leave in an amount computed as follows:

1. An employee on a 40-hour-per-week work schedule shall receive payment in an amount equal to thirty (30) percent of the first four hundred and eighty (480) hours of accumulated sick leave, fifty (50) percent of the second four hundred and eighty (480) hours, and seventy (70) percent of all accumulated sick leave in excess of nine hundred and sixty (960) hours, up to a maximum of 2064 hours.

2. An employee on a suppression schedule shall receive payment in an amount equal to thirty (30) percent of the first six hundred and twenty-five (625) hours of accumulated sick leave, fifty (50) percent of the second six hundred and twenty-five (625) hours, and seventy (70) percent of all accumulated sick leave in excess of twelve hundred and fifty (1250) hours, up to a maximum of 2688 hours.

3. An employee on a 42-hour-per-week work schedule shall receive payment in an amount equal to thirty (30) percent of the first five hundred four (504) hours, fifty (50) percent of the second five hundred four hours, and seventy (70) percent of all accumulated sick leave in excess of one thousand eight (1,008) hours, up to a maximum of 2167 hours.

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

M. **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.

N. 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.

O. In the event a Fire Fighter is killed or dies from an injury sustained in the line of duty or dies from an occupational disease, the City will furnish to the surviving

spouse or heirs the sum of $20,000 (twenty thousand dollars) to help with the funeral costs.

P. In situations where an employee's spouse, parent, child or other person for whom the employee is legal guardian, becomes ill or injured and alternate means of transporting or caring for such person cannot be arranged immediately by the employee, the employee shall be permitted to use vacation time or sick leave. The maximum number of hours of sick leave that may be used per year as provided in this section is one-hundred four (104) hours for a 40-hour employee, one-hundred nine (109) hours for a 42-hour employee, one-hundred thirty-five (135) hours for a suppression employee of sick leave per year may be used as provided in this section.

ARTICLE 12 – OTHER LEAVES

A. Upon sufficient notification, the City shall grant leaves of absence without pay to employees covered by this Agreement for the purpose of attending, as official delegates, union conventions for purposes directly related to and central to the collective bargaining relations between the parties to the extent that such leaves can be granted without interfering with the reasonable needs of the Bureau of Fire.

B. Upon showing a reasonable purpose, an employee may be granted a leave of absence for a period agreed upon by the employee and City administration. Such leave may not be used for the purpose of engaging in outside employment.

C. **Funeral & Bereavement Leave.** An employee may be absent from duty by reason of the death of their spouse, domestic partner, parents, children, step children, grandparents-in-law, step parents, step brother, step sister, step grandparents, son-in-law, daughter-in-law, grandparents, great-grandparents, grandchildren, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, or equivalent relative of an employee with a domestic partner. 40-hour personnel shall be allowed three (3) days' funeral and bereavement leave without deduction of pay on account of such absence. 42-hour personnel will be allowed 24 hours of funeral and bereavement leave. 24/48 schedule personnel will be allowed one (1) shift of funeral and bereavement leave without deduction of pay on account of such absence.

With the approval of the Fire Chief (or his/her designee) an additional two (2) days' leave to a maximum of 40 total hours of funeral and bereavement leave for forty (40) hour personnel, 48 total hours for forty-two hour personnel, two

(2) twenty-four(24) hour shifts for suppression schedule personnel shall be allowed for necessary funeral travel time or, under exceptional circumstances, any other purpose relative to a funeral. **Emergency Leave.** Upon proper notification to their immediate supervisor any member may be granted one emergency leave day per year with approval by the On-Duty Deputy Chief through the chain of command. This day shall come off the member's following year vacation allotment. Requests for leave for a legitimate emergency shall not be arbitrarily denied.

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

1. If a member has qualified for family leave and has exhausted all other forms of paid leave, the member may use sick leave in cases of a "serious health condition" as defined in state law for the member's immediate family as defined by the OFLA and Articles 11 and 12 of this Labor Agreement. If the duration of a member's family leave is longer than the amount of the member's accrued paid leave other than sick leave, the member may choose to be placed on unpaid leave of absence or sick leave. However, a member may choose to reserve a total of 80 hours if working a 40 hour per week schedule, 84 hours if working a 42 hour per week schedule, or 120 hours if working a suppression schedule, a combination of compensatory time and vacation leave for future use. In no event may a member use sick leave under this section to extend family leave beyond twelve (12) weeks per calendar year.

2. No member will be forced to go on Family Medical Leave (FML), whether OFLA or FMLA, without the member's consent. This does not change the provisions of the contract that relate to use of accrued sick and vacation leaves for non-FMLA/OFLA leave.

3. Members will be permitted to choose the type of accrued leave (sick leave, vacation leave, or compensatory time) they wish to use for their own Family Medical Leave.

4. Trade time use is permitted per the General Order.

ARTICLE 13 – EXISTING CONDITIONS

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

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

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

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

ARTICLE 14 – GRIEVANCE, COMPLAINTS AND ARBITRATION

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

Section 2. Process.

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

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

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

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

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

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

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

ARTICLE 15 – NO DISCRIMINATION

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

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

ARTICLE 16 – SENIORITY

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

In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any employee who is to be laid off who has advanced to his/her present classification from a lower classification in which s/he held a permanent appointment shall be given a position in a lower classification. His/her seniority in the lower classification shall be established according to the date of his/her permanent appointment to that classification.

Employees shall be called back from layoff according to seniority in the classification from which the employee was laid off. No new employees shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work.

ARTICLE 17 – EDUCATION BENEFITS

The parties 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. The bargaining unit member shall provide a schedule of vacation or compensatory time being requested at the time of enrollment into the class. Unless otherwise authorized by Battalion Headquarters staff, the bargaining unit member requesting use of vacation or compensatory time to attend class must provide at least seventy-two (72) hours' notice.

D. Reimbursement is limited to thirteen-and-a-half (13.5) quarter hours per fiscal year. Note: Three (3) semester hours is equal to four and one-half (4 ½) quarter hours. Reimbursement will be for actual cost of tuition, not to exceed the current cost of twelve (12) under-graduate credit hours at Portland State University. Disbursement shall only be made to City employees.

E. Reimbursement is authorized for tuition and registration fees only. Other expenses will not be covered.

F. Class attendance will be non-compensable time.

G. **Accredited Classes.** The City's maximum obligation for accredited classes shall be Twenty Thousand Dollars ($20,000) per year for eligible applications

submitted by the appropriate due date. Funds from this account not expended in the budget year shall be carried over and added to the next budget year's appropriation. The funds in this account shall not exceed thirty thousand ($30,000) dollars.

H. **Non-Accredited Classes.** For work-related classes that are non-accredited, the City will allocate up to ten thousand dollars ($10,000) per year. Members must receive approval from the Training Division prior to being reimbursed. Unused funds will be forfeited at the conclusion of the fiscal year. If the funds ($10,000) are used and there are funds available from the accredited classes appropriation (part G above), an amount up to five thousand ($5,000) of those unused funds may be used per fiscal year.

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

ARTICLE 18 – HEALTH AND WELFARE

A. **Labor/Management Benefits Committee**

1) The parties agree to the continuation of the citywide Labor/Management Benefits committee. The committee will consist of 14 members. One member shall be appointed from each of the following labor organizations: the District Council of Trade Unions (DCTU), the Portland Fire Fighters' Association (PFFA), the City of Portland Professional Employees Association (COPPEA), AFSCME, Local 189 representing Emergency Communications Operators (BOEC), Municipal Employees, Local 483 representing Recreation Instructors (Recreation) and the Portland Police Commanding Officers Association (PPCOA), and, Portland City Laborers. The remaining seven (7) members shall be appointed by the City.

2) A quorum of 12 voting members is required for the committee to take action. An absent committee member may designate a substitute with full voting authority. Any committee member may invite one or more visitors to attend committee meetings. Any vacant committee position may not designate or substitute voting authority.

3) The committee shall select its chairperson, who shall serve at the will of the committee.

4) In order to make a recommendation to the City Council, at least 12 committee members must vote in favor of the recommendation. The committee shall be responsible for establishing internal committee voting and decision-making processes.

5) Members of the committee shall be allowed to attend committee meetings on-duty time. In the event meetings are scheduled outside the regular shift hours of a committee member, the City shall make every effort to adjust the shift of the member to allow the member to attend while on duty.

6) The committee shall meet at least quarterly, and shall make written recommendations regarding plan design changes in the employee benefits program to the City Council no later than April 1st of each year.

7) The City Council shall retain the discretion to implement or reject any of the committee's recommendations. In the event the committee makes a recommendation that is consistent with the committee's authority, is actuarially sound and meets all the requirements of federal, state and local laws, and Council rejects the recommendation, any reductions in plan costs that may have occurred due to the change in plan design, will be treated as having occurred for the purposes of calculating the maximum city contribution under this agreement. These costs will be calculated by evaluating the premiums and/or rates as if the changes had occurred, the rates and/or premiums absent the changes, and the number of participants under the plan(s) involved. (For example, if the self-insured plan two party rate would be $298 per employee per month with the addition of a benefit design change "X," but Council rejects the design change and therefore the two-party rate is $350 per month per employee, the city contribution will be increased $52 per month per employee on the self-insured plan to give credit for the change.)

B. Benefits Eligibility and Plan Options

1) Permanent full-time employees shall be eligible for medical, dental, vision and life insurance coverage the first of the month following thirty (30) days of eligible service. Medical, dental, vision and life insurance benefits will be paid at 100% of the city contribution for those employees who are considered permanent full-time employees regularly working at least seventy-two hours per pay period in a benefits eligible, budgeted position.

2) Permanent part-time employees will be eligible for medical, dental, vision and life insurance coverage the first of the month following 174 hours of eligible service. Medical, dental, vision and life insurance benefits will be

paid at 50% of the city contribution for any permanent employee who is considered a permanent part-time employee regularly working at least forty hours but less than seventy-two hours per pay period in a benefits eligible, budgeted position.

3) Medical, dental, vision and life insurance benefits may be denied to employees who have not been paid for eighty (80) hours during a calendar month by the withholding of city-paid premiums for the subsequent month.

4) Employees will enroll in the following healthcare plan options:
   a) CityCore/Vision (VSP)/Dental (Delta Dental),
   b) CityCore/Vision (VSP)/Dental (Kaiser),
   c) Kaiser NW HMO/Kaiser Vision/ Kaiser NW Dental, or
   d) Kaiser NW HMO/ Kaiser NW Vision/Delta Dental
   e) Delta Dental, or
   f) Kaiser NW Dental

C. **Benefit Costs Contributions**

1) The City shall contribute ninety-five (95%) of the basic medical, vision, and dental rates adopted by the City Council and elected by the employee for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates accepted by the LMBC and subsequently approved by City Council, for full-time regular employee who elects a Medical Plan listed in Article B.4.a-d; provided the employee has received a preventive health care examination, to include the NFPA 1582 physical, within the prior two (2) full 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, to include the NFPA 1582 physical, within the prior two (2) full calendar year period.

6) The City shall contribute ninety-five percent (95%) for newly hired full-time employees who elect a Medical Plan listed in Article B.4.a-d. Newly hired full-time employees will have one (1) full calendar year after being hired to receive a preventive health examination, to include the NFPA 1582 physical, to retain the City's ninety-five (95%) contribution. The City shall contribute ninety percent (90%) for the Medical Plan in the subsequent plan year for each newly hired full-time employee who does not receive a preventive health examination within the first full calendar year of service after being hired.

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

7) Each payday, except for the third payday in a month, each full-time regular employee who elects the HDHP plan shall contribute zero percent (0%) of the total medical and vision rates, and five percent (5%) of the dental rates adopted by City Council for the applicable tier (whichever applies).

8) Each payday, except for the third payday in a month, each full-time regular employee who elects a Medical Plan listed in Article B.4.a-d; shall contribute five percent (5%) of the basic medical, vision and dental rates

adopted by City Council for the applicable tier (whichever apply); provided the employee has received a preventive health care examination within the prior two (2) full calendar year period.

9) Each payday, except for the third payday in a month, each full-time regular employee who elects a Medical Plan listed in Article B.4.a-d; shall contribute ten percent (10%) of the basic medical, vision and dental rates adopted by City Council for the applicable tier (whichever apply) if the employee has not received a preventive health examination within the prior two (2) full calendar year period.

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

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

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

D. **Opt Out**

1) Effective upon enrollment eligibility in the health benefit plan options described in B.4. above, full-time employees who have alternate group medical coverage may choose to opt out of City provided medical coverage. A full-time employee who chooses to opt out shall not be required to pay the employee premium contributions and shall receive a cash payment every payday (except for the third payday in a month) as follows:

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

2) In addition to the cash payment to the employee, the City shall contribute for each full-time employee who opts out of medical coverage an additional amount to the Health Fund, which in 2012 - 2013 will be as follows:

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

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

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

F. **Health Fund Reserves**

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

2) The term “excess reserves,” as used in this Agreement, shall be defined as the monies in the Health Fund that are not needed to meet fund obligations. Excess reserves shall remain in the Health Fund, but shall be subject to separate reporting to the committee.

3) The Health Fund and all reserves associated with the Fund must be maintained in an interest-bearing account. Fund reserves shall be pooled, and shall not be allocated on an individual employee or employee group basis.

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

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

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

1) If an employee is permanently separated from service due to personal injury suffered as a direct result of a traumatic injury sustained while on duty on or after February 12, 2001 while responding to an emergency situation, or in an on-duty traffic accident, the City shall pay for the medical, dental, vision and life insurance premiums for the employee, and the medical, dental and vision insurance premiums for the employee's dependents, for the duration of the disability as limited below. Traumatic injury means a wound or a condition of the body caused by external force, including injuries inflicted by bullets, explosives, sharp instruments, blunt objects or other physical blows, chemicals, electricity, climatic conditions, infectious diseases, radiation and bacteria, but excluding stress and strain.

2) The provisions of Article 18, I 1 shall not apply if:

a) the personal injury is the result of stress; strain; occupational illness; or a chronic, progressive, or congenital disease (such as heart or pulmonary

disease), unless there is a traumatic injury that is a substantial contributing factor to the personal injury; or

b) the personal injury is caused by the intentional misconduct of the employee; or

c) the employee was voluntarily intoxicated or under the influence of a controlled substance at the time he or she received the personal injury; or

d) the employee was performing his or her duties in a grossly negligent manner at the time of the personal injury.

3) In order to be eligible for this insurance benefit, the employee must be incapable of engaging in employment in a job which pays a salary or produces income equivalent to 50% of the current top wage in the classification the employee held at the time of the traumatic injury.

4) The determination of whether an employee is capable of employment under Article 18 I 3 will be made through a vocational assessment conducted by a vocational rehabilitation specialist contracted to perform such assessments by the City.

5) The insurance benefit provided in this section shall be subordinated to other health insurance covering the employee, including Medicare.

6) The obligation of the City to provide the insurance benefit to the employee and the employee's dependents ceases when the employee is otherwise eligible to retire.

7) If the City and the Association mutually agree to the inclusion of stress and infectious disease injuries, the inclusions may occur with no further action upon signing of a Memorandum of Agreement between the Director of Human Resources and the Association and approved as to form by the Office of the City Attorney.

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

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

1) **Medical Director:** OHSU Health Promotion and Sports Medicine (HPSM) will serve as the Medical Wellness Director of the Portland Fire Bureau. The Medical Director shall comply with HIPAA in protecting individual health information. The Medical Director will ensure firefighters have an evidence-based medical wellness program that will work to improve their overall health and wellness. For the term of this contract; Ryan Norton, DO, CAQSM and Kerry Kuehl, MD, DrPH will serve as co-medical directors. OHSU/HPSM retains the discretion to change medical directors under this program. As Medical Director, the HPSM will:
    a) Review all current protocols and provide evidence-based recommendations for the bureau's medical wellness program. Maintain current knowledge of the literature regarding fire related health and safety. Understand and adhere to the NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments.
    b) Conduct quarterly seminars (in a mutually agreed format) to firefighters on topics such as sleep, exercise, nutrition, stress reduction, mental health, and cardiovascular risk reduction. Provide educational materials for those individuals unable to attend and/or participate.
    c) Create and maintain a database and prepare annual summary of testing data to the Fire Bureau. The Medical Director will compile an annual final report for the City that includes aggregate data for each test performed. They will report the number of firefighters who participated in each measure, the percentage of firefighters in each category (e.g., for VO2 max fitness level: high, good, average, fair and low by age and sex) and recommendations to bring abnormal values into a normal range. The annual report will include summary statistics for specific health dimensions such as cardiovascular health and cancer risk, weight and BMI, tobacco use, body composition, high blood pressure, diabetes risk, lipids, CBC and CMP labs, pulmonary function, substance abuse, and other categories at the mutual interest

of the City, the PFFA union and the Fire Bureau. Such report will be shared with the PFFA.

d) Study injury rate / claims / days of absence from work against variables such as sleep, station, # of calls per shift, etc. to identify risk factors that can be addressed by the Fire bureau. HPSM will work with the Fire Bureau Health and Wellness program Manager and City Human Resources to obtain any annual data for analysis. This report shall be shared with PFFA.
e) Serve as a direct medical liaison and consultant to the Occupational Health Nurse, the Fire Bureau Chief and others associated with Fire Bureau training and wellness, the Peer Fitness Instructors and Wellness Coordinator on all matters related to health and wellness.
f) Attend meetings with bureau administration to provide physician input and oversight
g) Review the Physical Agility Test (PAT) and Fitness Assessment to provide medical input on the test's safety, utility and efficacy in establishing an individual's fitness to serve as outlined by IAFF/IAFC

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

    b) Coordinate follow-up care with a member-designated in-network primary care physician to establish a referral process for primary care

tailored to the members' wellness priorities and geographic location for members who need to establish primary care.

c) OHSU/HPSM will work to develop trust, community, and a strong relationship with PFFA members in order to achieve an annual medical screening rate of >75% by the end of the contract period.

d) Work to reduce overall risk for cardiovascular disease and sudden cardiac death through education, access to care, wellness initiatives, and customized cardiovascular screening.

e) Establish direct referral processes to a network of Physical Therapy practices who agree to prioritize scheduling (less waiting time for appointments) for PFFA members. PFFA members who have elected the Kaiser medical plan will need to receive authorization and seek treatment through Kaiser for medically necessary physical therapy treatment. Any claims for work-related injuries shall be governed by FPDR. OHSU/HSPM will review established networks contracted through FPDR to ensure PFFA members have prioritized scheduling.

f) Establish protocols and procedures in compliance with HIPAA share authorized health information with a PFFA members' primary care physician regardless of medical plan election.

g) Establish protocols and procedures in compliance with HIPAA to share authorized health information related to NPFA 1582 physical with OHSU/HPSM if a PFFA member opts to receive the NFPA physical through their elected in-network primary care provider/occupational health provider.

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

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

5) **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.

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

ARTICLE 19 – 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.

ARTICLE 20 – POLYGRAPH EXAMINATION

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

ARTICLE 21 – DEFERRED COMPENSATION PROGRAM

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

ARTICLE 22 – SAVINGS CLAUSE

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

ARTICLE 23 – RELEASE TIME

A. **Paid Release Time.** The Employer and the 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 800 hours per year. The City may, in its sole discretion, grant paid release time in excess of this amount if it deems it to be in the best interest of the City. Where such activities are necessarily or reasonable to be performed during working hours, they may be done without loss of pay, provided the representative notifies the appropriate Division Chief or designee prior to taking such leave. All such Union leave time will be reported on an appropriate time reporting form provided by management.

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

1) To attend conferences and workshops pertaining to collective bargaining, arbitration and other labor law matters and development when such release time is directly related and central to collective bargaining relations between the parties.

2) For activities covered under paragraph (A) in the event that total paid release time exceeds the maximum as listed in that paragraph.

3) To attend or participate in charitable functions, including but not limited to, fundraisers for MDA, TIP, the Burn Center, Doernbecher, and the Red Cross.

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

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

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 three (3) employees off at any given time and in a manner which will minimize interference with the bureau's operations.

D. **Union President Release Time (UPT).** Release time for the Union President if the president is working on a 40-hour workweek shall be dealt with as follows:

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

2) The President shall continue to accrue vacation and sick leave; and coverage for medical, vision, dental and life insurance as any other full-time employee. The Union shall reimburse the City for one half of the value of vacation and sick leave accruals, one half of the President's holiday pay and one half the cost for medical, vision, dental and life insurance.

3) The President shall have a regular work schedule of Monday through Thursday, 7 AM to 12 noon (regular work hours), for a 20-hour work week.

The President will be released after 12 noon for the purpose of serving as an officer or employee of the Portland Fire Fighters Association. If necessary, the President may flex the regular work hours, within regular business hours, to conduct Union business as long as the hours are made up during the same week. In the event the President, due to unforeseen circumstances, is unable to make up all the necessary time during the same week, alternative arrangements will be made with the approval of the Fire Chief, appropriate Division Chief or designee.

4) The President will make a reasonable effort not to use paid or reimbursable release time during the President's regular work hours. Such release time shall only be used for those activities listed in Subsection 3 or 5 of this Article.

5) Time spent on the following types of activities, during the President's regular work hours, will count toward the 5 hours of work for the President's regular work day:

   a) Paid or Exempt release time attending disciplinary hearings, court, negotiations, arbitrations, City scheduled meetings, Executive Board and General Membership meetings, Labor/Management meetings or attending to the serious injury or death of an Union member;

   b) Reimbursable release time to attend conferences and workshops pertaining to collective bargaining, arbitration and other labor law matters and developments when such release time is directly related and central to collective bargaining relations between the parties.

6) The City will make a reasonable effort to schedule meetings with the President outside the President's regular work hours.

7) In the event either party determines that the circumstances have changed to the extent that they wish to change this agreement, the parties will meet to discuss alternative arrangements.

8) If the Union President is working a 24/48 schedule, upon mutual agreement the Union President’s work schedule may be a combination of assigned work and release time as outlined in this article. The Union shall provide payment to the City for that portion of the UPT hours and medical, vision, dental and life insurance that are deemed reimbursable as outlined in this article. Payment shall be made quarterly, calculated on the percentage of total hours designated as Union President Time (UPT) in relation to the assigned work schedule for the assigned work schedule for the position held by the Union President during the duration of his or her term.

9) Members other than the Union President may be granted UPT under the same cost structure as in subsection D.8. This shall not interfere with the operational readiness of the bureau.

E. **Exempt Release Time (ERT).** The parties acknowledge that there are certain activities other than those specified in paragraphs (A) and (B) above that the Union member may be required to attend. Generally, these meetings are for the benefit of the bureau or City. Normally, Union members attending these types of meetings are considered on detail assignments. These types of activities will now be classified as ERT. The parties agree that ERT must be approved by the Fire Chief or his/her designee and ERT shall not be considered reimbursable by the Union nor shall it be counted towards the 600 hours' accumulation in paragraph (A) above. Union officers attending investigatory interviews, disciplinary meetings, labor management activities, City of Portland Labor Management Benefits Committee, grievance meetings with either Human Resources or the Fire Bureau, and those assigned to attend committee meetings where assignment to said committee was made through the labor management process will be granted ERT.

It is understood that all members of the Union's negotiating team up to a total of seven (7) members will be granted exempt release time for purposes of collective bargaining.

ARTICLE 24 – PENSION BOARD TIME

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

1) The Union President and the Trustee assigned to attend Pension Board meetings, conventions or similar Pension Board sponsored training sessions will be granted exempt release time.

2) Any other release time requested by Pension Board Trustees must be approved in advance by the appropriate Division manager or designee.

3) Advance notice of meetings and permission for release from duty must be cleared with the appropriate Division manager or designee. It will also be necessary to notify Battalion Headquarters so that arrangements can be made to cover the member's absence.

B. **Paid Time for Pension Activities During Free Time.**

1) The Trustee will be allowed up to ten (10) hours of paid time each month for time actually spent at Pension Board meetings, provided that the member is off duty.

2) The Trustee will be allowed paid time for time actually spent at special hearings that are an extension of regular Board business, provided that the member is off duty.

ARTICLE 25 – PAYROLL BANKING

A. The City shall pay bargaining unit members on suppression schedule equalized bi-weekly paychecks of approximately 103.38 hours through the City's standard payroll and pension banking systems through July 22, 2020; 106.10 hours effective July 23, 2020 and continuing through June 23 2021; 105 hours effective June 24, 2021 and continuing through June 22, 2022; and 100.80 hours effective June 23, 2022

B. Employees who work during a payroll cycle will receive hours of pay referenced in section A above from a combination of their regular work hours and, if necessary, payroll bank. All regular hours worked over or under the biweekly hours in a payroll period will be banked (as a debit or credit) to be covered by or cover the over and under hours in following payrolls.

C. Employees who do not work any hours during a payroll period due to an illness or injury covered by the pension fund will receive approximately 103.38 hours of pay from the pension fund through July 22, 2020; 106.10 hours effective July 23, 2020 and continuing through June 23, 2021; 105.00 hours effective June 24, 2021 and continuing through June 22, 2022; and 100.80 hours effective June 23, 2022.

D. When a member has a negative bank balance, the member will be allowed to work a payback shift to rectify the balance.

E. At the time of a transfer between different hourly work weeks the bank may be settled at the employee's request. On a permanent separation from the Bureau, an employee's bank will be settled. The bank will be settled in the following manner:

1) If the bank is positive, the employee will be paid the accumulated time.

2) If the bank is negative, the employee will reimburse the Bureau in one of the following manners:

   a) If the employee remains employed by the Bureau, reimbursement will be through deductions in the same payroll period as future call shifts.
   b) If the employee does not remain employed with the Bureau, vacation can be used, if it is available.
   c) Fi the employee does not remain employed with the Bureau, accrued leaves (other than vacation and sick leave) can be used, if available. Only leaves that are paid out upon retirement can be used to pay off banked hours.
   d) If vacation is not available or insufficient, the remaining reimbursement will be deducted from the employee's sick leave payoff.

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

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

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

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

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

ARTICLE 26 – DISCIPLINE

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

B. **Convictions.** Conviction of any crime, on or off duty, subjects the member to the disciplinary process up to and including discharge. Any member on or off

duty, convicted of any crime involving bias, as defined in Oregon State law, or convicted of a felony is subject to discharge.

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

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

ARTICLE 27 – HEALTH SAVINGS REIMBURSMENT PROGRAM

A. The City shall allow Portland Fire & Rescue employees (employees for the purposes of this article are those covered under this collective bargaining agreement) to participate in a health savings reimbursement program, hereinafter known and referred to as the "PFFA Reimbursement Plan." The City shall allow PFFA to select a health savings reimbursement program (hereinafter called the PFFA HSR Plan, in which its members will participate.

B. The PFFA shall select the PFFA HSR Plan to which the City shall send contributions according to this Agreement. It is expressly agreed that neither the City, nor the Fire Bureau, nor the Fire & Police Disability & Retirement Fund ("Fund"), have any legal or fiduciary responsibility whatsoever for the PFFA HSR Plan or its operation.

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

1) <u>Transfer of the Value of Accrued Leave.</u>

a) Classification 1 Employees.

<u>i) Identification of Employees in Classification 1 for Transfer of Sick/Vacation Leave.</u> Every employee, who is classified as FPD&R Tier 1 and 2 and FPD&R Tier 3/PERS/OPSRP, but not

PERS Tier 1 and 2, shall be considered a "Classification 1 Employee" for transfer of sick and vacation leave to the PFFA HSR Plan.

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

b) Classification 2 Employees.

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

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

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

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

2) Transfer of Wages from Payroll to PFFA HSR Plan

a) Amount of PFFA HSR Plan Contributions from Wages.

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

b) Changes to Contributions from Wages.

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

c) Contributions from Wages to PFFA HSR Plan Mandatory.

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

D. The City shall remit the above wage contributions and accrued leave transfers directly to the PFFA HSR Plan within 30 days of the date the payment would have been payable to the employee.

E. If at any time during the operation of the Plan it is determined that (1) transfers may not be made on a pre-tax basis or (2) that plan earnings are not tax-exempt or (3) payments from the Plan are not tax exempt or if (4) participation in the Plan or operation of the Plan is in violation of any federal or state law or regulation, then in that event the parties agree to negotiate a substitute provision in order to carry out the original intention of the Agreement. Either the City or the Union will notify the other party that the PFFA HSR Plan may violate a provision of this paragraph. The parties will then meet and discuss the issue with each other and their professional advisors. The parties will attempt to reach a mutual agreement within 45 days. If the parties do not agree within 45 days, the Union will determine the issue subject to Section F, below.

F. At any time during the life of this contract and subject to dialog in Labor-Management, the review of the parties' counsel and the Bureau of Human

Resources (BHR), the PFFA may replace the PFFA HSR plan with another form of non-qualified deferred compensation program, such as a medical savings account plan. All provisions in this article shall apply to the new plan, unless otherwise agreed by the parties.

G. The PFFA agrees that it will indemnify, defend and save the City harmless from all suits, actions, proceedings, compliance orders, citations and claims or regulatory sanctions against the City or persons acting on behalf of the City, whether for damages, compensation, reinstatement, fees, penalties or any combination thereof, arising out of the application of this Article. This paragraph shall not apply in the circumstance of liabilities arising from either action or inaction on the part of the City in fulfilling its obligations under this Article.

H. The Union will provide full disclosure prior to implementation and will assume any penalties, including costs associated with errors. The Union is required to implement a program that is compliant with the City's administration of benefits. If the program/plan that the Union chooses is not compliant with City of Portland Benefits Administration, the Union must agree to change to a compliant program and assume all the costs in doing so.

ARTICLE 28 – COMPANY INSPECTIONS

A. Company Fire Inspections shall be limited to no more than 72 per year/per shift/per company and 36 per year/per shift/per RRV.

1) Re-inspections shall be limited to no more than one per occupancy.

B. During the term of this agreement, data entry duties will be performed by bargaining unit members assigned to the Prevention Division, including light duty personnel.

C. Companies with 3000 responses per year will do 24 per year/per shift/per company. These companies include: E1, T1, E3, E4, E7, T7, E11, E12, E13 E19, E31.

D. Companies with extra workload during daytime hours (0800-1700) that do not already have a reduction will do 24 per year/per shift/per company. These companies include: E1, T1, S1, E12 (Technical Rescue Program); E2, T2 (Training); E22, T22, E27 (Forest Park Patrols); E28 (Cadet Program).

E. E2 and T2 will be exempt from CFIPs while assigned trainees.

F. It is the intention of the City to phase out the CFIP program by the expiration date of this contract. The City will provide quarterly updates in writing to the PFFA informing them of the status of the program. The first update will be provided no later than October 30, 2019 and it shall be the first (1st) quarter update inclusive of time period July 1, 2019 – September 30, 2019. Updates will be provided every quarter thereafter.

ARTICLE 29 – DRIVING PRIVILEGES

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

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

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

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

ARTICLE 30 – JOB SHARE AGREEMENT

Job Share Agreements are subject to the following conditions:

A. The following positions may be considered for Job Share: a. One (1) 40-hour FMO Inspector assignment b. Two (2) other 40-hour positions mutually agreed to by Labor and Management; these may also be assigned to the FMO.

B. Job Share candidates must be non-probationary employees and must be current on mandatory training.

C. 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.

D. When the Job Share position(s) are announced they will be open to all qualified members. Applicants will be subject to an application and interview process. The Fire Chief or Division Manager shall determine who is chosen for the Job Share position(s).

E. 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.

F. 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.

G. 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.

H. Seniority will accrue on the basis of actual time worked in the classification. Job Share employees shall not bump permanent full-time employees.

I. Vacation scheduling shall be subject to the normal vacation scheduling procedure for the Bureau.

J. Step pay increases will be computed on the basis of hourly equivalence.

K. 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.

L. Job Share will not be granted for individuals seeking or maintaining employment outside PF&R.

M. 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.

N. 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.

O. 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.

P. Job Share members are responsible for their own mandatory training and recertifications. Training may be done on flex time.

Q. 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.

R. 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.

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

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

ARTICLE 31 – 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 five (5) 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.

ARTICLE 32 – 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 that fire 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.

ARTICLE 33 – 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 on the basis of 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 a sworn affidavit by the attorney listing an hourly breakdown of time spent and describing briefly 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 contact.

ARTICLE 34 – PROMOTIONAL DUE PROCESS

A. Promotional Vacancy

1) PF&R is committed to filling promotional vacancies as soon as a vacancy is created. A promotional vacancy is created the first calendar day after the position becomes vacant. For example, if an officer's last shift is the 22nd, the promotional vacancy is considered "created" on the 23rd. This definition applies to all promotions regardless of work schedule (i.e. 40, 42, or suppression.). Payroll will process the promotion within a reasonable amount of time.

2) The promotion of the next qualified member from the City's official eligible list will take place as soon as the appropriate and necessary selection process occurs. The eligible list used will be the list active at the time the vacancy occurred.

3) An exception to this will be if eligibility lists are set to expire before the next pay period. In such circumstances, the promotion will be considered official as of the date of the vacancy as defined above. Eligibility of members to take the next promotional exam will not be affected by this agreement.

B. Fair Access to Promotional Materials

1) The Bureau will provide a copy of all promotional study material to each station for its library. In addition, the City will provide copies of all study materials for each declared promotional candidate in printed form. Any original textbook shall be considered to be on loan, may not be marked in or defaced, and must be returned at the end of the promotional process in substantially the same condition as issued.

2) Study material will be available to the candidates 90 days prior to a written exam.

3) The Bureau may hold meetings to describe the promotional exam process. The Bureau shall provide accurate and complete information in such meetings.

C. Pre-Promotional Interviews

1) Pre-promotion (or Chiefs) Interviews for internal promotional positions are part of the selection process and are Pass or Fail. Candidates on the eligibility list shall be offered promotions in the order they are placed on the civil service list, unless they are eliminated as a result of the Pre-promotion or Chiefs interview.

2) Any member that fails a Pre-Promotion or Chiefs Interview will be provided with a summary of improvement areas to assist the member in future processes. This information will be provided to the affected member within thirty days of the failure date.

3) Any member that fails the Pre-Promotion or Chiefs Interview will not be eligible for another interview until one year has passed from the date of the failed interview. An interview may occur earlier at the Fire Chiefs discretion.

4) A vacancy must be available in order for a promotional candidate to receive the opportunity for a Chief's interview.

D. Compliance with Law

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

ARTICLE 35 – RETIRE/REHIRE PROGRAM

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

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

Article 1 – Purposes *applies*
Article 2 – Recognition *applies*
Article 3 – Management rights *applies*
Article 4 – Productivity *applies*
Article 5 – Essential Employees *applies*
Article 6 – Union Security *applies*
Article 7 – Hours of Work *applies*
Article 8 – Wages, Salaries, and Allowances *applies**
Longevity will be frozen at the step last held
Article 9 – Holidays *applies*
Article 10 – Vacation Leave *applies**
Vacation will be frozen at the step last held
Article 11 – Sick Leave *applies**
Excludes Article 11 Section L and M
Article 12 – Other Leaves *applies*
Article 13 – Existing Conditions *applies*
Article 15 – No Discrimination *applies*
Article 18 – Health and Welfare *applies*
Article 19 – Life Insurance *applies*
Article 20 – Polygraph Examination *applies*
Article 21 – Deferred Compensation Program *applies*
Article 25 – Payroll Banking *applies*
Article 27 – Health Reimbursement Program *applies**
Excludes Article 27 Section C, subsection 1
Article 28 – Company Inspections *applies*
Article 29 – Driving privileges *applies*
Article 32 – Overpayments *applies*
Article 33 – Legal Fees *applies*
Article 37 – Termination and Duration *applies to those articles specifically referenced in this Article as applying to employees who avail themselves to the retire/rehire program.*
Schedule A – *applies*

A. An employee must apply to the retire-rehire program. The Chief of the Fire Bureau retains full discretion to decide whether to rehire an employee into the program.

B. An employee who retires on or after ratification may apply to participate in the program. The employee must provide the Chief of the Fire Bureau with 30 days' written notice of the employee's desire to participate in the program.

C. The duration of the employee's participation in the program will be not less than One (1) year, with the Chief of the Fire Bureau retaining the option to

extend the employee's participation in the program for up to two (2) additional years, for a total of not more than three (3) years.

D. A participating employee must return to duty the day after retirement; there can be no break in service. There will be no break in service for the purposes of Health and Welfare coverage under Article 18 or for the purposes of other benefits under this Agreement.

E. Upon rehire, participating employees will be covered under Oregon's Workers' Compensation laws, not under FPDR, and will be eligible for supplemental workers' compensation benefits under City Human Resources Administrative Rule 6.13.

F. Participating employees' seniority date will be the date of their rehire into the program.

G. Participating employees' anniversary date will be the date of their original (pre-retirement) hire date.

H. Upon rehire into the program, for purposes of Rank and wages, a participating employee will be rehired at top step of the classification being hired for. A participating employee holding the rank of officer that returns as a firefighter will be placed at top step firefighter. A participating employee holding the rank of officer that returns to their previously held rank will be paid at the same pay rate they were paid upon retirement.

I. Participating employees are not eligible for promotion.

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

ARTICLE 36 – OFF DUTY DUII POLICY

SUMMARY

The City's goals for this guideline are to assist the Fire Chief with determining the appropriate level of discipline, provide consistency and transparency, support PF&R

employees, and to apply a progressive deterrent to any action that could result in a DUII.

DUII Guideline

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

First Offense
1. Mandatory 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 3% apparatus pay and/or other premiums until license is reinstated without restriction(s)
6. Loss of take-home vehicle until license is reinstated without restriction(s)
7. Written Reprimand – 1 shift suspension for employees on a suppression schedule and 20 hours if on a 40- or 42-hour schedule.

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

ARTICLE 37 – TERMINATION AND DURATION

This Agreement shall be effective July 1, 2019 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 2023. Non- bargaining unit members who are still City employees at the time of ratification of this agreement by both parties or at the time of issuance of an interest arbitration award will receive wages and benefits for their service time in the bargaining unit retroactive to July 1, 2019 to the same extent as bargaining unit members. Persons who are no longer working for the City at the time of an award or ratification shall not receive any retroactive wage or benefit payments under this agreement.

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

In January 2022 either party may re-open Article 7 and/or Schedule A if the citywide discretionary General Fund forecast is five (5) percent below or above the required expenditures to meet ongoing current service levels, as defined by the Current Appropriation Level (CAL) plus required expenditures for legally mandated obligations. The purpose of the re-opener is for the City and PFFA to return to bargaining if either: (1) the work week reductions in the 2022-2023 fiscal year would require layoffs, station closures, or similar measures to meet the CAL; or (2) if the General Fund forecast is better than the CAL, this would allow the PFFA to bargain to recapture some, or all, of the concessions made to the work week in fiscal years 2020-2022.

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

PORTLAND FIRE FIGHTERS ASSOCIATION LOCAL 43, IAFF

Alan Ferschweiler

Alan Ferschweiler, President
Portland Fire Fighters Association

CITY OF PORTLAND

Ted Wheeler Digitally signed by Ted Wheeler Date: 2020.11.18 13:10:29 -08'00'

Ted Wheeler, Mayor

Mary Hull Caballero Digitally signed by Mary Hull Caballero Date: 2020.12.03 08:58:52 -08'00'

Mary Hull Caballero, City Auditor

Marquis Fudge, Chief Spokesperson

Cathy L. Bless Digitally signed by Cathy L. Bless Date: 2020.11.18 08:35:34 -08'00'

Cathy Bless, BHR Director

Approved as to form:

Heidi Brown, Sr. Deputy City Attorney

SCHEDULE A – SALARY RATES

Salary rates for classifications in Schedule "A" for the period July 1, 2019 to June 30, 2020 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 2017 and the 2nd Half 2018) published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

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

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

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

Salary rates for classifications in Schedule "A" for the period July 1, 2021 to June 30, 2022 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers for large western U.S. cities (CPI-W West – Size A) (as measured by the annual change in the index between the 2nd Half 2019 and the 2nd Half 2020) 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 FOUR - Effective July 1, 2022, Schedule "A" wage rates will be revised as follows:

Salary rates for classifications in Schedule "A" for the period July 1, 2022 to June 30, 2023 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 2020 and the 2nd Half 2021) 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%).

Job #	Hrs/Wk	Prem Pay	Classification Title	Pay Scale #	Entry	6 Month	1 year	2 year	3 year	4 year	5 year
30000793	40.00		Fire Fighter	SCL04010	23.75	29.91	32.28	34.82	37.72	40.23	42.90
30000793	51.69		Fire Fighter	SCL04010	18.38	23.15	24.98	26.94	29.19	31.13	33.20
30000795	40.00	*	Fire Fighter Specialist	SCL04020	25.17	31.71	34.22	36.91	39.98	42.64	45.48
30000795	51.69	*	Fire Fighter Specialist	SCL04020	19.48	24.54	26.48	28.56	30.94	33.00	35.19
30000798	40.00		Fire Lieutenant	SCL04030	43.72		44.97	46.32	47.76	49.32	
30000798	42.00		Fire Lieutenant	SCL04030	41.63		42.83	44.12	45.49	46.97	
30000798	51.69		Fire Lieutenant	SCL04030	33.83		33.83	35.85	36.96	38.17	
30000800	40.00	*	Fire Training Officer	SCL04040	46.34		46.34	49.09	50.63	52.28	
30000800	51.69	*	Fire Training Officer	SCL04040	35.86		35.86	38.00	39.18	40.46	
30000801	40.00	*	Fire Lieutenant, Staff	SCL04040	46.34		46.34	49.09	50.63	52.28	
30000803	40.00		Fire Captain	SCL04050	50.19		56.69				
30000803	51.69		Fire Captain	SCL04050	38.85		43.87				
30000805	40.00	*	Fire Training Captain	SCL04080	53.21		60.09				
30000805	51.69	*	Fire Training Captain	SCL04080	41.18		46.50				
30000806	51.69		Fire Battalion Chief	SCL04100	48.25		50.44				
30000807	40.00	*	Fire Battalion Chief, Staff	SCL04110	66.09		69.10				
30000808	40.00		Fire Inspector	SCL04030	43.72		44.97	46.32	47.76	49.32	
30000808	42.00		Fire Inspector	SCL04030	41.63		42.83	44.12	45.49	46.97	
30000811	40.00		Fire Inspector, Sr	SCL04050	50.19		56.69				
30000812	40.00	*	Fire Inspector/Specialist	SCL04040	46.34		47.67	49.09	50.63	52.28	
30000812	42.00	*	Fire Inspector/Specialist	SCL04040	44.14		45.40	46.76	48.22	49.80	
30000815	40.00	*	Fire Investigator	SCL04040	46.34		47.67	49.09	50.63	52.28	
30000815	42.00	*	Fire Investigator	SCL04040	44.14		45.40	46.76	48.22	49.80	
30000816	40.00	*	Fire Inspector, Sr - Specialist	SCL04080	53.21		60.09				
30000817	40.00	*	Fire Captain, Staff	SCL04070	60.09		60.09				
30000818	40.00		Public Education Officer, Assistant	SCL04050	50.19		56.69				
30000819	40.00	*	EMS Specialist	SCL04060	51.06		52.39	53.82	55.35	57.01	
30000820	40.00		EMS Coordinator	SCL04090	64.80					0.00	
30000822	40.00		Harbor Pilot	SCL04030	43.72		44.97	46.32	47.76	49.32	
30000822	51.69		Harbor Pilot	SCL04030	33.83		34.80	35.85	36.96	38.17	

Premiums Based on Top Step Fire Fighter

				40 Hr	51.69 Hr	42 Hr
			Top Step:	$42.90	$33.20	$40.85
				$41.29	$31.95	$39.32
Longevity			Premium %	Premium $		
10 yrs			1%	$0.43	$0.33	$0.41
15 yrs			3%	$1.29	$1.00	$1.23
20 yrs			5%	$2.15	$1.66	$2.04
25 yrs			7%	$3.00	$2.32	$2.86
Apparatus			3%	$1.29	$1.00	$1.23
Cert Paramedic in Non-EO division			3%	$1.29	$1.29	$1.23
Dive Team			6%	$2.57	$1.99	--
Paramedic			11%	$4.72	$3.65	--

In the event that City revenue sources should be decreased by the passage or impact of a tax limitation measure, legislatively mandated change, cut back in Federal and/or State revenue sharing, or any other conditions causing a worsening of the City's financial position, the City Council and the signatory labor organizations agree that they will meet and discuss the economic impact and, by mutual agreement, will put forth a good faith effort to arrive at alternatives to a reduction in the work force.

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

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

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

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