

AGREEMENT

BETWEEN

THE PORT OF PORTLAND

AND

**PORT OF PORTLAND PARKING CONTROL REPRESENTATIVES
LOCAL NO. 3220, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO**

JULY 1, 2015 to JUNE 30, 2018

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LOCAL NO. 3220, AMERICAN FEDERATION OF
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PREAMBLE

This Agreement entered into by the Port of Portland, hereinafter referred to as the Employer, and Local 3220, Port of Portland Parking Control Representatives, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has the following objectives: 1) the promotion of harmonious relations between the Employer and the Union; 2) the establishment of equitable and peaceful procedures for the resolution of differences; and, 3) the establishment of rates of pay, hours of work, and other conditions of employment.

1. RECOGNITION

Section 1.01

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, and other conditions of employment for all Parking Control Representatives employed by the Port at its Portland International Airport operations, but excluding all other employees.

2. MANAGEMENT RIGHTS

Section 2.01

The Employer shall retain the exclusive right to exercise the customary functions of management, including, but not limited to, directing the activities of the Department, determining the levels of service and methods of operation. The Employer shall also retain the exclusive right to hire, lay off, transfer and promote, discipline or discharge for cause, determine work schedules and assign work and any other such rights specifically referred to in this Agreement. If the terms of this Article are in conflict with the terms of any other Article of this Agreement, that other Article shall take precedence and be controlling.

Section 2.02

Management rights, except where modified by specific provisions of this Agreement or general law, are not subject to the Grievance Procedures.

3. UNION SECURITY AND CHECK OFF

Section 3.01

All employees covered by this Agreement shall, within thirty-one (31) days of employment, either (1) become and remain a member of the Union or (2) tender to the Union a fair share equivalent to regular union dues, initiation fees and assessments, if any. If the employee is a member of a church or religious body which has bona fide religious tenets or teachings which prohibit such employees from being a member of or contributing to a labor organization, such employee shall pay an amount of money equivalent to regular union dues and initiation fees and assessments, if any, to a nonreligious charity or to another charitable organization mutually agreed upon by the employee and the Union.

Section 3.02

Fair share payments authorized by this Article shall be deducted by the Employer. The Employer will provide for union dues checkoff through payroll deduction in accordance with ORS 292.055 and ORS 243.776 providing payroll deduction for dues by the Employer for public employees, and that such payment will be made to the Union. The performance of these services is at no cost to the Union.

Section 3.03

A period of six (6) months shall constitute a probationary period. Termination during the probationary period will not be in violation of the Agreement and is not subject to the grievance procedure of the Agreement.

4. NO DISCRIMINATION

Section 4.01

The Employer is an equal opportunity employer. The provisions of this Agreement shall be applied equally to all employees without regard to race, color, sex, national origin, religion, age, sexual orientation, marital, disability, or veteran status. The provisions of this Agreement shall also be applied without regard to political beliefs, legal activity for or against the Union, legal activity for or against the Employer, or any combination thereof. The Employer, however, retains the sole right to select employees.

5. VISITS BY ASSOCIATION REPRESENTATIVES

Section 5.01

The Employer agrees that upon reasonable and proper introduction, representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, whether local union representatives, Council representatives or International representatives, shall have access to Employer's office facilities at Portland International Airport at any time during working hours to conduct Union business. Such visits shall not interfere or cause any Parking Control Representative to neglect their work.

6. STEWARDS

Section 6.01

Employees selected by the Union to act as Union representatives shall be known as "Stewards." The names of the employees selected as stewards and the names of local Union representatives who may represent employees shall be certified in writing to the Employer by the Union.

7. BARGAINING UNIT WORK

Section 7.01

Those duties designated by the Employer as bargaining unit work will only be performed by bargaining unit employees, or by the supervisor, or designee, except in airport disaster situations, as is necessary for the efficiency of the operation.

Section 7.02

Only those members of the bargaining unit and their supervisor, or designee, will be allowed to wear the Parking Control Representative uniform and insignia.

8. SHIFT AND STAFFING ASSIGNMENTS

Section 8.01

Shift staffing levels and assignments are determined by the Employer based on traffic levels and operating needs of the Port.

9. PHYSICAL AND HEARING EXAMINATIONS

Section 9.01

At the discretion of the Employer, Parking Control Representatives may be required to have a physical or hearing examination when, in the Employer's opinion, the employee's ability to perform assigned work is jeopardized by the employee's present medical condition or when continued performance of work might jeopardize the life or health of the employee, co-workers and/or the general public. Such examination(s) shall be at the Employer's expense.

Section 9.02

Failure of a Parking Control Representative to pass any examination will result in any action deemed necessary by the Employer. Such action may be appealed through the regular grievance procedure if considered unfair by the employee involved.

If a medical dispute arises where the employee's physician disagrees with the Employer's physician, a third opinion will be sought from a doctor selected by mutual agreement between the parties. Cost of this third examination shall be borne equally by the Employer and the Union. The decision of the third physician shall be binding on both parties. Medical reports may be reviewed by the employee at the employee's request.

Section 9.03

Information concerning any examination or corrective action will be treated with complete confidentiality.

Section 9.04

An employee will be given the opportunity to receive a copy of any psychiatric examination report if that report is used as part of the basis for disciplinary action.

10. HOURS OF WORK

Section 10.01

The regular hours of work each day shall be consecutive hours. However, split shifts may occur on a temporary basis when deemed necessary to maintain adequate roadway coverage. Split shifts shall not be part of a regular schedule unless requested by an employee.

When shifts of six (6) or more hours are scheduled, one-half (1/2) hour paid meal time shall be allowed as close to mid-shift as practicable.

Temporary transfers may occur if it is determined by the supervisor, or designee, that such a transfer is needed to maintain an efficient operation.

Section 10.02

The work week shall begin at 12:01 a.m. on Thursday and end at 12:00 a.m. on Wednesday.

Section 10.03

Work schedules showing the employees' shifts, work days and hours shall be posted on a department bulletin board at all times. Except in emergency situations, two weeks' notice will be given whenever an employee is transferred from one shift to another at Employer request.

Section 10.04

The practice of time exchanges between employees will be allowed subject to approval of the supervisor, or designee.

Section 10.05

There will be a minimum of eight (8) hours between the end of the employee's night shift and the start of the employee's next shift the following day. This applies to shift trades as well. This will not apply in emergency situations, such as natural disasters or events that require the Port to clear the terminal in the interest of public safety.

11. CALL-IN TIME

Section 11.01

Employees recalled to duty shall be paid time and one-half (1 ½) for actual hours worked, but in no case shall pay be less than four (4) hours at the applicable rate. Recalled to duty is defined as an unscheduled call to return to the worksite outside of the employee's next scheduled work shift.

12. COURT TIME

Section 12.01

Whenever an employee is required to appear in court outside of an assigned, regularly scheduled shift, compensation for that time shall be at the applicable rate for all time spent at the court appearance with a minimum of four (4) hours compensation.

Section 12.02

When a Parking Control Representative on sick leave appears in court, the actual court time, or four (4) hours, whichever is greater, will not be charged against the employee's sick leave accrual.

13. REPORTING TIME

Section 13.01

Any employee who is scheduled to report for work and is present as scheduled, where work is not available, shall be excused from duty and paid at the regular rate for a day's work.

Section 13.02

The parties recognize that to accomplish the primary mission of Parking Control, there must be adequate staff coverage at all times. It is also understood that periods of inclement weather conditions occur that make reporting to work on time both difficult and dangerous. Therefore, the following inclement weather policy will be in effect:

- A. Employees will make a reasonable effort to report for their assigned schedules.
- B. Employees scheduled to be relieved will continue to work until their replacement reports for work or until relieved by their supervisor, or designee.
- C. Employees not able to report due to inclement weather conditions or any other act of nature may charge their time to vacation or personal leave with their supervisor's, or designee's, approval.

14. PAYDAY

Section 14.01

Payday will be biweekly.

15. NEW JOBS

Section 15.01

The Employer may designate a job classification and establish a pay rate for any position within this bargaining unit which does not appear on the Salary Schedule. The job classification and pay rate for the new position shall bear a just and proper relationship to existing rates within the bargaining unit. If

the Union disagrees with the rate established, the dispute may be settled through the regular grievance procedure.

16. OUTSIDE EMPLOYMENT

Section 16.01

Part-time or outside employment will not conflict with Port employment. All part-time employment of a continuing nature shall be reported to the supervisor, or designee.

17. SALARY SCHEDULE

Section 17.01

Effective upon Commission approval of the contract, each PCR will receive a lump sum signing bonus (grossed up) of \$ 800.00.

Effective July 1, 2015, salaries will be as follows (includes 3.0% increase):

	HOURLY RATE
START	\$19.64
AFTER 6 MONTHS	\$20.83
AFTER 1 YEAR	\$21.97
AFTER 2 YEARS	\$23.11
AFTER 3 YEARS	\$23.72

Effective July 1, 2016; wages for all steps will increase by CPI-W Portland – Salem 2nd Half reported in February 2016, with a minimum increase of 2.0% and a maximum increase of 3.5%.

Effective July 1, 2017, wages for all steps will increase by CPI-W Portland – Salem 2nd Half reported in February 2017, with a minimum increase of 2.0% and a maximum increase of 3.5%.

Section 17.02

Any employee who is determined to be fluent in Spanish, Japanese, German or American Sign Language, or any other language as deemed appropriate by the Employer, shall receive a premium of three percent (3.0%) of the employee's base rate of pay. Fluency will be determined by the Employer.

18. OVERTIME

Section 18.01

Overtime work shall occur when a member of the bargaining unit is assigned to work in excess of eight (8) hours in a work day or forty (40) hours in a work week. The overtime wage rate shall be time and one-half (1-1/2) the employee's regular hourly rate of pay.

There may be instances when an employee will be required to remain past their scheduled shift hours. Pay for such time will be at the applicable rate.

Section 18.02

No employee will be required to work longer than six (6) consecutive 8 hour days, seven (7) consecutive 6 hour days, or more than eight (8) consecutive 4 hour days without a day off. If it is not possible to give the employee the day off then the employee will be paid at the overtime rate for hours worked until a day off is taken. The calculation of consecutive days does not include shift trades at the employee's option.

Section 18.03

Extra hours and overtime work shall be distributed as equitably as practical among employees. A mandatory overtime list shall be established by seniority.

Section 18.04

Employees assigned to in-service training programs shall be paid the contractual overtime rate for time spent in excess of eight (8) hours per shift or in excess of forty (40) hours per work week.

19. HIGHER CLASSIFICATION OF WORK

Section 19.01

Any Parking Control Representative assigned the duties and responsibilities of the supervisor shall be paid a wage differential of five percent (5%) for the duties.

20. BULLETIN BOARDS

Section 20.01

The Employer agrees to furnish a bulletin board to be used exclusively by the Union in an area accessible to employees on a daily basis. The Union shall limit its posting of notices and bulletins to this bulletin board.

21. TUITION REIMBURSEMENT AND TRAINING

Section 21.01

Any training or course work required by the Employer will be at the Employer's expense.

Section 21.02

The Port's education tuition reimbursement policy will apply to members of this bargaining unit.

22. TRAVEL EXPENSES

Section 22.01

Employees required to use personal vehicles for travel on Employer business will be reimbursed for mileage and parking according to current Employer policies. When Parking Control Representatives use their personal vehicles to report to court during off-hours, the Employer will also reimburse for mileage and parking. Mileage will be calculated for miles to/from the airport and court location.

When Parking Control Representatives are out-of-town on Employer business or approved education and/or training, expenses will be reimbursed in accordance with current Employer policies. Cash advances may be obtained through use of P-cards. Expenses must be accounted for upon return and unused funds returned to the Employer.

Employees shall maintain automobile liability insurance on personal automobiles used for Employer business.

23. SAFETY

Section 23.01

The Employer will exert every reasonable effort to provide and maintain safe working conditions. The Union will cooperate to that end and support the Employer when discipline is required in the case of flagrant or repeated safety regulation violations. The Union will encourage its members to work in a safe manner.

Section 23.02

Any employee who feels that an unsafe condition exists at the work facilities shall inform the immediate supervisor, or designee, as to the alleged unsafe

condition. Authorized representatives of management and the Union shall meet on a timely basis to determine if such unsafe conditions exist.

24. ALCOHOL AND CONTROLLED SUBSTANCE POLICY

Section 24.01

The Port of Portland is committed to maintaining a safe, healthful, and productive work place. The Employer recognizes its responsibility to its employees, customers, tenants, and the general public to ensure safe working conditions. To satisfy these responsibilities, the Employer will establish a work environment where its employees are free from the effects of drugs, alcohol, or other job-impairing substances.

Employees covered by this agreement shall be covered by the Port of Portland Alcohol and Controlled Substance Policy (Policy No. 7.3.5). Any changes in that policy will be submitted to the Union prior to implementation, and any dispute arising out of said changes shall be subject to the grievance and arbitration procedures of this agreement.

25. SENIORITY, LAYOFF AND RECALL

Section 25.01

Seniority shall be determined by the employee's length of continuous service with the Employer since the last date of hire. After joining the Employer, any time spent on military leaves of absence, other authorized leaves (including unpaid sick leave up to a maximum of one (1) year), and duty-connected disability leave shall be included in determining length of service.

Section 25.02

Seniority shall apply in matters of vacation selection, layoff and recall. In the event of layoff or recall, employees shall be laid off in inverse order of their seniority, and called back from layoff according to seniority. Recall rights shall be retained for a maximum of one (1) year. On re-employment of laid-off employees, the Employer shall notify the employee by certified letter, with a copy to the Union, mailed to the employee's last known address on record with the Employer. The employee shall have fourteen (14) calendar days to respond to the Employer and shall be required to report to work within twenty-one (21) calendar days from the date of notification by the Employer. If the employee fails to respond or return to work as required above, the employee will be considered as having forfeited his/her recall rights.

Section 25.03

Subject to staffing needs and maintaining efficiency of the Parking Control Department, seniority shall be the prime factor in the selection of shifts and days off. A department work schedule showing the available shifts, starting and quitting time of each shift, and days off shall be posted by February 15th and August 15th. Employees will then have until March 15th and September 15th to bid by seniority. New shift assignments will be implemented April 1 and October 1.

Section 25.04

In cases where employees select shift changes in April and October which will require work in excess of forty (40) hours in the work week to accommodate the change, the time worked in excess of forty (40) hours will be paid in accordance with federal and/or state wage and hour laws. In the event the employee selects a shift change which does not allow their regularly scheduled hours to be worked, the Employer is under no obligation to provide extra work time or pay.

Section 25.05

Except in unusual circumstances, a Labor-Management Committee comprised of three (3) Port Aviation Management employees, two (2) Union-appointed Parking Control Representatives, and one (1) AFSCME Council 75 Representative shall meet to discuss changes to work schedules that have been implemented by the October 1, and April 1 shift bids, as set forth in Section 25.03. The Port will notify the AFSCME Council 75 Representative of any such changes and will notify the Representative of a date and time that the Port will be available to meet within seven (7) calendar days from the date of the Port's notice, unless the parties mutually agree in writing otherwise. If no meeting is held within seven (7) calendar days from the date of the Port's notice, the Port shall have the right to implement the changes without any discussion with the Union or any meeting under this Section.

The Port will consider the Union's input regarding any such changes, and the possibility of increasing or decreasing the number of hours of the shift bids that were in effect immediately prior to the date of the changes. Nothing in this Section shall limit the Port's right to make changes to work schedules that have been implemented by the October 1, and April 1 shift bids, as set forth in Section 25.03, or guarantee that the Port will adopt the Union's input.

26. LIABILITY PROTECTION

Section 26.01

The Employer shall maintain a self-insurance program or purchase liability insurance in amounts deemed reasonable and necessary by the Employer for the protection of all employees covered by the Agreement against claims incurred in or arising out of the performance of their official duties. The self-insured program costs or insurance premiums shall be paid by the Employer.

27. HOLIDAYS

Section 27.01

The following holidays shall be recognized as paid holidays.

New Years Day	Labor Day
MLK Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

In addition to the above holidays, all employees shall be allowed three (3) additional personal holidays. Personal holidays will accrue on the first day of the first pay period of each fiscal year and must be used by the last day of the last pay period of each fiscal year. New employees hired after July 1 will be credited with personal leave equal to 2.0 hours per month for the remaining months of the fiscal year, including the month in which they are hired. Personal holiday hours may not be carried over from year to year. No payment will be made upon termination of employment for unused personal holiday hours.

Section 27.02

If the holiday falls on a day the employee is not scheduled to work, then the holiday hours will be prorated based on the average of regularly scheduled bid hours (exclusive of extra hours) for that work week, up to a maximum of eight (8) hours. For example, if the employee's regularly scheduled bid hours are two 4-hour days and two 5-hour days during the work week, then the employee would receive 4.5 hours of holiday pay (18 hours/4 days).

Employees who work on the holidays set forth above shall receive holiday pay equivalent to their base hourly rate for all hours worked on the holiday,

up to a maximum of eight (8) hours. In addition, employees shall be paid at the overtime rate of pay for any hours worked on the holiday.

Section 27.03

During major holiday seasons (Thanksgiving, Christmas and Spring Vacation Breaks), employees may be required to work consecutive hours and days not normal to their regularly scheduled bid hours.

Holidays off will be determined on a rotation basis, after volunteers have been selected to work.

28. VACATION

Section 28.01

Part-time Parking Control Representatives shall accumulate vacation prorated on hours worked, not to exceed the full-time accrual rate.

The following is a schedule of full-time accrual rates:

0 through 4 years	80 hours per year
5 through 9 years	120 hours per year
10 through 19 years	160 hours per year
20 years or more	200 hours per year

Section 28.02

Vacation schedules will be based on seniority. Employees shall be permitted to choose either a split or entire vacation, but may exercise the right of seniority for only one (1) vacation period per year. Prior to March 1, vacations requested in writing and approved based upon seniority shall be changed only upon written request from the employee. On or after March 1, vacations shall be requested in writing with at least fourteen (14) calendar days advance notice, and the supervisor, or designee, shall give preference to such requests in the order received. On or after March 1, vacation requests with less than fourteen (14) calendar days advance notice will be considered on a case by case basis by the supervisor, or designee.

There will be no vacation time off granted during holidays or peak period times except with prior management approval.

Section 28.03

Upon termination or death of an employee, all accumulated vacation shall be paid either to the employee or the employee's beneficiary as designated on the Port beneficiary form, whichever is appropriate.

Vacation will continue to accrue during periods when an employee is absent and is in a paid leave status. Maximum vacation accumulation is two (2) years accrual.

29. SICK LEAVE

Section 29.01

Employees who have earned sick leave hours may use sick leave to the extent available for any period of absence from employment which is due to the employee's illness or injury, or for necessity for medical or dental care. The Union agrees to do everything within its power to ensure that this policy will be upheld. Any misuse or abuse of sick leave will result in disciplinary action which may include requiring an employee to furnish a physician's certificate for each day of sick leave use.

Section 29.02

An employee who calls in sick for an extra shift that has been awarded to them will be required to code the missed scheduled hours to sick leave.

Section 29.03

Part-time Parking Control Representatives shall accumulate sick leave prorated based on hours worked, not to exceed the full-time accrual rate of one day per month.

Section 29.04

In instances where three (3) or more consecutive sick leave days are used, the employee may be required to present a physician's certificate to the immediate supervisor, or designee, upon return to work.

30. HEALTH AND WELFARE

Section 30.01

Medical/Vision/Dental Eligibility: Part-time Parking Control Representatives are eligible for medical, vision and dental benefits the first of the month following their date of hire, provided at least eighty-six (86) hours are worked in each month.

Employees must submit their application for coverage within 31 days of employment in order to be effective the first of the month following date of employment. If applications are not received within this 31-day period, employees can enroll at the next open enrollment period.

If an employee has a family status change (e.g. divorce, birth, adoption, death, marriage, age related) after initial enrollment in medical, dental and vision coverage, the employee must notify Human Resources benefits staff by completing a "Health Plan Application and Change Form" within 31 days of the family status change. If notification is not given, the employee may be responsible for excess premium paid by the Employer and claims incurred.

Section 30.02

For employees who are in a paid status a minimum of 132 hours per month, the Employer will pay ninety-two percent (92.0%) of the monthly premium for medical insurance and one hundred percent (100.0%) of the monthly premium for dental and vision insurance for employees and their eligible dependents. For employees who are in a paid status a minimum of 86 hours per month but less than 132 hours per month, the Employer will pay ninety-two percent (92.0%) of the monthly premium for medical insurance and one hundred percent (100.0%) of the monthly premium for dental and vision insurance for the employee only. Employees will have the option to purchase dependent medical, dental and vision coverage at their expense. The remaining eight percent (8.0%) of the monthly medical premium, subject to annual changes as specified by carrier renewals, will be paid by the employee as a payroll deduction.

For purposes of calculating the above hours in a paid status for benefit eligibility, the Port will review the hours paid the four (4) consecutive months prior to the applicable coverage month. As long as the employee had enough hours for the coverage in any one of these four months, the coverage is continued.

Section 30.03

During the life of this Agreement, the Employer will provide a choice of two (2) insurance carriers. One carrier will be for a comprehensive major medical plan, the other will be a health maintenance organization plan. In the event the Employer alters the plan provided to non-represented employees to include flexible options, the Union shall be contacted to determine interest in the new plan.

Any changes to the medical insurance, except those mandated by the carriers, will be bargained with the Union. If the Employer switches from the current providers, the Employer will offer a plan of equal or better coverage. Effective January 1, 2016, medical and vision benefits provided under the Cigna PPO plan will be the same as the benefits that are in effect on January 1, 2015 for administrative employees.

Section 30.04

During the life of this Agreement, the Employer will provide a dental program with a choice of two (2) carriers. If the Employer switches carriers, the Employer will offer a plan of equal or better coverage.

Effective January 1, 2016, dental benefits provided will be the same plans and benefits that are in effect on January 1, 2015 for administrative employees.

Section 30.05

Critical Illness and Accident Plan—Employees may purchase a critical illness and/or accident plan for the employee and eligible dependents. The insurance plans will be the same as those offered to non-represented employees and is contingent upon the availability of such plans. The cost of this coverage is paid by the employee.

31. FLEXIBLE SPENDING ACCOUNT

The Employer will provide a Flexible Spending Account plan for employees. This benefit will be the same as the administrative plan. Any changes to the administrative plan will be made automatically to the plan offered to the Parking Control Representatives.

32. LIFE INSURANCE

Section 32.01

Part-time Parking Control Representatives who are regularly scheduled a minimum of 20 hours per week but less than 32 hours per week shall receive \$3,000 of group term life insurance. Employees who are regularly scheduled 32 hours or more per week shall receive life insurance in the amount of the employees' annual base wages rounded to the next higher \$1,000. Effective the first of the month following Commission approval, part-time Parking Control Representatives who are regularly scheduled a minimum of 20 hours per week shall receive life insurance in the amount of the employees' annual base wages, based on the employees' regularly scheduled hours, rounded to the next higher \$1,000.

Employees who work a minimum of twenty (20) hours per week will have the option of purchasing additional life insurance for the employee and eligible dependents. The insurance plans will be the same as those offered to administrative employees and is contingent upon the availability of such plans. The cost of this coverage will be paid by the employee.

NOTE: ANYONE WHO WISHES TO APPLY FOR THE ADDITIONAL LIFE INSURANCE BENEFIT AFTER INITIAL ELIGIBILITY WILL HAVE TO PROVIDE EVIDENCE OF INSURABILITY TO THE CARRIER AND THE DECISION OF THE INSURANCE CARRIER OF ACCEPTANCE OR REJECTION IS FINAL.

33. DISABILITY INSURANCE

Section 33.01

Parking Control Representatives will receive the same long-term and short-term disability plan as the administrative employees. Any changes to the administrative plan will automatically be made to the plan offered to the Parking Control Representatives.

NOTE: ANYONE WHO WISHES TO APPLY FOR THE INCREASED COVERAGE BENEFIT WILL HAVE TO PROVIDE EVIDENCE OF INSURABILITY TO THE CARRIER AND THE DECISION OF THE INSURANCE CARRIER OF ACCEPTANCE OR REJECTION IS FINAL.

34. RETIREMENT

Section 34.01

The Oregon Public Employees Retirement System (PERS) and/or the Oregon Public Service Retirement Plan (OPSRP) shall be the retirement systems for the employees covered by this Agreement.

Section 34.02

The Employer agrees to pay the employee's mandatory contribution to this system at the rate of six percent (6%) of gross monthly earnings.

Section 34.03

The Employer will make the provisions of ORS 238.350 available to employees to the extent to which accumulated unused sick leave may be applied as a retirement credit.

35. WORKERS' COMPENSATION AND LINE-OF-DUTY INJURIES

Section 35.01

Any employee who during the life of this Agreement sustains an on-the-job injury which is accepted under Workers' Compensation Law will retain any compensation paid as statutory workers' compensation benefits, and the Employer will pay an amount through the payroll system that, combined with the workers' compensation checks, will equal the employee's net straight time wage.

Upon claim acceptance, an employee will not be required to use personal sick leave for a period not to exceed ninety (90) calendar days. At the end of the ninety (90) day period, any future lost time paid, through the payroll system will be charged against the employee's accumulated sick leave amount.

The intent of this article is to ensure that an injured employee receives a wage continuation program without having to wait for a determination of the validity of the injury claim.

36. FAMILY MEDICAL LEAVE

Section 36.01

Eligible employees shall be entitled to leave as provided under and in compliance with federal and state family and medical leave laws and

Employer policy. While on approved leave, employees must use accrued leave time in accordance with Employer policy.

37. JURY DUTY

Section 37.01

Parking Control Representatives must notify the supervisor, or designee, of their jury duty schedule as soon as it is known. If the employee is excused from jury duty prior to the beginning of the shift, the employee will be required to report to work.

Section 37.02

An employee required to serve on a jury under a subpoena or court order shall be paid at the employee's straight time hourly rate for the hours the employee would normally have worked. Employees who receive paid leave for jury duty must waive jury duty fees, but may retain mileage reimbursements.

38. MILITARY LEAVE

Section 38.01

Employees will receive military leave of absence in accordance with Port policy (Leave of Absence – Military) and in compliance with federal and state laws. Employees will retain their seniority rights with the Employer while on approved military leave.

39. BEREAVEMENT LEAVE

Section 39.01

Employees may receive paid leave of absence up to three (3) days for death in the immediate family. Immediate family is defined as: spouse, domestic partner, as well as the children, stepchildren, mother, father, step-parents, brother, sister, grandparents, grandchildren, mother-in-law and father-in-law of the employee or the employee's spouse or domestic partner. Pay shall be computed based on the number of hours the employee would normally have been scheduled to work.

Section 39.02

If the employee must travel more than 150 miles one way for the above emergency, an additional two (2) days leave may be allowed. Approval for such travel time shall be made by the supervisor, or designee.

40. UNPAID LEAVE OF ABSENCE

Section 40.01

Unpaid leave of absence may be granted in the following circumstances with each case considered separately on its own merits. Application should be made as far in advance as possible.

- A. Leave of Absence. Unpaid personal leave, other than leave due to illness, injury, or family medical leave, may be granted in instances of personal problems beyond the employee's control which necessitates absence from work up to a maximum of 30 calendar days. Employees will be expected to utilize all accrued vacation before unpaid leave is granted.
- B. Union Leave. A Union officer or representative, whose duties on behalf of the Union require it, may be granted unpaid leave of absence for such purpose. Fifteen (15) days per calendar year will be set aside as a pool for such purposes. Said pool to cover all Union officers, as identified in writing to the Employer.
- C. Education Leave. Employees may be granted leaves of absence without pay for educational purposes for reasonable lengths of time to attend accredited schools, conferences, seminars, or other functions of a similar nature intended to improve or upgrade the individual's skill or ability in the employee's present job, provided it does not interfere with the operation of the Employer.
- D. Return From Leave of Absence. Parking Control Representatives who have been granted leave of absence and who fail to return to work at the expiration of said leave of absence shall be considered as having resigned their position with the Employer, effective the date the leave commenced, unless the employee was prevented from returning to work by circumstances beyond the individual's control. Should such circumstances arise, however, the employee will be expected to advise the Employer of the situation.
- E. Rehire. Any employee who resigns from a position with the Employer and then is rehired within two (2) months to work in the same classification will be returned at the same salary level

and seniority position that was in effect at the time of the resignation. Eligibility for benefits will be determined either by law, this Agreement, or by insurance carrier's restrictions.

41. DISCIPLINE

Section 41.01

Disciplinary action shall include only the following: oral reprimand, written reprimand, suspension, or discharge in writing.

Disciplinary action may be imposed upon any employee only for just cause. Any disciplinary action or measure imposed upon any employee may be appealed through the regular grievance procedure. If the Employer has reason to reprimand the employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.

Any misconduct of an employee will be brought up within 20 working days of the misconduct or when the misconduct became known to the airport management, or any discipline will be considered untimely.

Section 41.02

In most situations involving possible disciplinary action, the Employer will make every effort to investigate the incident prior to suspending an employee from active payroll. However, when the violation is deemed to be of such a serious nature that the circumstances necessitate immediate action, the supervisor, or designee, may temporarily relieve a Parking Control Representative from duty pending investigation and formal charges. The employee will be paid to the end of the assigned shift in this situation.

The relief from duty shall not become effective as a suspension without the investigation and approval of the Commercial Roadway Systems Manager or designee.

Section 41.03

A copy of any written reprimand, suspension or discharge shall be given to the employee, and notice will be given to the Union within three (3) days of the action taken.

The Employer recognizes that information concerning proposed disciplinary action is confidential and this confidentiality will be respected unless and until formal disciplinary action is taken.

42. DISCHARGE

Section 42.01

The Employer shall not discharge any employee without just cause. If in any case the Employer feels there is just cause for discharge, the employee involved may be suspended up to fifteen (15) days without pay. The employee and the Union representative will be notified in writing that the employee has been suspended and is subject to discharge. Such notification shall state the nature of the offense for which the employee is being discharged, specifying dates, locations and the particular nature of the offense committed by the employee. The Employer and Union will meet within twelve (12) calendar days of the suspension to discuss the matter.

Section 42.02

The Union shall have the right to take up the suspension and/or discharge as a grievance at Step 4 of the grievance procedure, and the matter shall be handled in accordance with this procedure through arbitration, if deemed necessary by either party.

Section 42.03

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment, unless the discipline or penalty is otherwise modified by mutual agreement or arbitrator's decision.

43. GRIEVANCE, ARBITRATION, AND UNFAIR LABOR PRACTICE

Section 43.01

To promote better Employer/employee relations, both parties pledge their cooperation to settle any grievances or disputes that might arise out of the application, meaning or interpretation of this Agreement or general law.

- Step 1: When disputes arise between the parties involving the meaning or application of the terms of this Agreement, the disputes shall be first orally presented and discussed between the employee and the on-duty Airport Operations Supervisor, or designee, outside the bargaining unit, within fourteen (14) calendar days of the date upon which the alleged violation occurred, or when the grievant first became aware of the alleged violation.

The parties will make a bona fide effort to amicably settle such dispute.

- Step 2: If after fourteen (14) calendar days from the date of the receipt of the grievance by the supervisor, or designee, the grievance still remains unsettled, the employee presenting the grievance shall have fourteen (14) calendar days to present personally, or through the Union, the grievance in writing to the Commercial Roadway Systems Manager, or designee. The written grievance shall state the nature of the grievance, the section of the agreement allegedly violated and the remedy requested.
- Step 3: If after fourteen (14) calendar days from the date of the receipt of the grievance by the Commercial Roadway Systems Manager, or designee, or from the date of receipt of the Manager's reply in writing, the grievance still remains unsettled, the person presenting the grievance shall have fourteen (14) calendar days to present personally, or through the Union, the grievance in writing to the Landside Operations Manager, or designee.
- Step 4: The Landside Operations Manager, or designee, shall have fourteen (14) calendar days in which to reply in writing. If, after fourteen (14) calendar days from the date of the receipt of the grievance by the Landside Operations Manager, or designee, or from the date of receipt of the Manager's reply in writing the grievance remains unsettled, the Union will have fourteen (14) calendar days to serve written notice to the Labor Relations Manager, or designee, of its intention to arbitrate the grievance and shall request arbitration services as provided for under Step 5 of this section. Only the Union, representing the majority of the members, may proceed with any grievance to the arbitration stage of this grievance procedure.
- Step 5: The Union shall have thirty (30) calendar days from the date of the receipt of the notice by the Labor Relations Manager, or designee, to submit a written request, with a copy to the Labor Relations Manager, or designee, for a

panel of seven (7) members of the National Academy of Arbitrators with their principal place of residence in Washington or Oregon to the Federal Mediation and Conciliation Service. Within fourteen (14) calendar days of receiving the list, the Union will contact the Employer to select the arbitrator. An arbitrator will be selected by alternate striking of names. Other arbitrators may be mutually agreed upon by the Union and the Employer.

The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, amend, add to or detract from the terms of this Agreement. The arbitrator's decision shall be within the scope of terms of this Agreement and in writing within thirty (30) calendar days of conclusion of the arbitration hearing, or receipt of post-hearing briefs. The arbitrator may also provide retroactivity not to exceed sixty (60) calendar days prior to the date the grievance is filed, and shall state the effective date.

Section 43.02

Failure of either party to meet the time requirements set forth shall be deemed to have concluded the grievance, unless both parties mutually agree in writing to extend the time limits provided.

Section 43.03

Expenses for the arbitration shall be borne by the losing party. Each party shall be responsible for compensating its own representatives and witnesses.

Section 43.04

Grievance committee members (stewards) may investigate and process grievances during working hours without loss of pay. Reasonable efforts shall be made to avoid disruptions of work. Approval shall be obtained from the supervisor, or designee, and such approval will not be unreasonably denied.

Section 43.05

If the Employer or the Union intends to file an unfair labor practice charge against the other party, it shall give that party advanced written notice of such intent. The parties are encouraged to meet and discuss the nature of the charge and explore possible resolution.

44. NO STRIKES OR LOCKOUTS

Section 44.01

No employee covered by this Agreement shall engage in any work stoppage, slowdown or strike during the life and duration of this Agreement. If any such work stoppage, slowdown or strike shall take place, the Union will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown or strike is in violation of this Contract and unauthorized, and otherwise use all reasonable efforts and means to prevent a continued violation of this Contract. Employees, while acting in the course of their employment, shall not refuse to cross any picket line established by a labor organization. Any employee engaging in any activity in violation of this Article shall be subject to immediate disciplinary action, including discharge.

45. SAVINGS CLAUSE

Section 45.01

Should any clause of this Agreement be proven illegal, the parties shall immediately meet and renegotiate only that portion found to be illegal.

Section 45.02

This Agreement constitutes the sole and entire Agreement between the parties, and shall supersede all prior collective bargaining agreements and practices or prior understandings which are inconsistent with the terms of this Agreement.

46. RULES, PROCEDURES, AND CONTRACTS

Section 46.01

Upon employment, and again upon any substantive modification, the Employer will furnish each employee with a copy of the PCR Policy and Procedures Manual. In the event of a policy or procedure change, that change will be posted prior to the effective date of such change, and the Union will be notified of that change prior to the effective date of such change. The Employer will provide each Parking Control Representative with a copy of the contract.

47. PERSONNEL FILES

Section 47.01

Employees may inspect and review their personnel file in the Human Resources Department at any time during normal working days and hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. by making an appointment with the Human Resources records clerk. Employees may inspect and review their supervisory file at a time mutually agreed upon with their supervisor, or designee. Employees may request copies of up to 15 documents in either the personnel file and/or the supervisory file, on an annual basis, at no cost. Copies requested in excess of 15 documents annually, from either file, will be provided at the current per page rate charged by the Port, as determined by the Port to the charge necessary to recover its actual costs of providing the service.

Section 47.02

If any supervisor in the chain of command intends to place written documentation in the employee's personnel file, the employee shall be notified of that intention. The employee shall also be presented with a copy of such documentation and may submit a rebuttal or statement to be included in the personnel file. In addition, employees will be asked to sign any documents that are considered written summations of disciplinary meetings, reprimands or warning. If the employee refuses to sign the documentation, the Employer will acknowledge the fact that the employee refused to sign. Any documentation, including responses from the employee, must be submitted to the Human Resources Department within thirty (30) calendar days of the meeting.

Section 47.03

Upon written request from the employee submitted to the Labor Relations Manager, any disciplinary documentation will not be used as a basis for any further disciplinary action if the following conditions are met:

- A. The documentation is at least twenty-four (24) months old; and
- B. No additional documented disciplinary action has taken place during the interim period.

After receipt of the above request, the disciplinary documentation will be removed from the employee's personnel file when the documentation is thirty-six (36) months old, in accordance with State Public Records Laws.

48. EMPLOYEE RELATIONS MEETINGS

Section 48.01

To promote harmonious relations and to provide internal communications, the employer and the Union will establish regularly scheduled meetings to discuss any matters pertinent to maintaining good Employer/employee relationships. Such meetings will be mutually scheduled, but shall occur not less than quarterly.

Up to two employees may be designated by the Union to participate in these meetings, in addition to the AFSCME Council Representative. These employee representatives will be paid for attendance at meetings held during their normal working schedule.

Each party shall advise the other, as far in advance as possible, the subject matters to be discussed. Any alleged violation of this Article shall not be subject to the grievance procedure.

49. UNIFORMS

Section 49.01

The Port will furnish uniforms to each employee with the costs of these uniforms borne by the Port. Any item that must be dry cleaned or altered will be done at the Port's expense up to two (2) times in any twelve (12) month period.

Section 49.02

The Port will reimburse Parking Control Representatives for shoes up to a maximum of One hundred and fifty Dollars (\$150) per contract year. The employee must present a receipt for the shoes to the supervisor, or designee, in accordance with Port policy prior to the reimbursement.

50. TERM OF AGREEMENT

Section 50.01

This Agreement shall be effective as of the 1st day of July 2015, and shall remain in full force and effect until June 30, 2018.

FOR AFSCME-LOCAL 3220

THE PORT OF PORTLAND



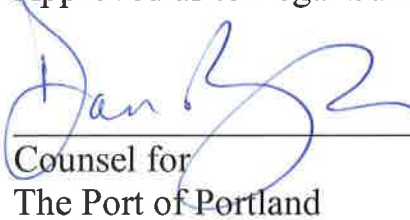
Council 75 AFSCME Date 10/26/15



Executive Director Date 10/28/15



Local 3220 AFSCME Date 10/26/15

Approved as to Legal Sufficiency:


Counsel for Date
The Port of Portland



Local 3220 AFSCME Date 10-26-15

Approved by Commission on:

October 14, 2015

Date