JOINT COMMITMENT and TENTATIVE AGREEMENT

The parties have been engaged in an ongoing discussion on matters of mutual concern and have a shared interest in addressing the following primary issues facing the City and members of the AFSCME LOCAL 189-2:

- Health Care and Costs for Health Care
- Compensation

page 1 of 6

- Encouraging Collaborative Strategies to Mitigate Health Care Cost Trends
- Predictability and Stability for Employees and the City
- Continued Improvement of the Long-Term Labor-Management Relationship

JOINT COMMITMENT

In recognition of these overarching concerns, the parties hereby endorse the following activities that shall occur over the term of a four-year (2006-2010) labor Agreement:

- A. AFSCME LOCAL 189-2 will work with the City on health/wellness/disease management strategies and programs that both improves enrollees' health and moderates medical and drug plans' cost increases.
- B. AFSCME LOCAL 189-2 will work within a joint labor/management framework to help craft a wellness program.
- C. AFSCME LOCAL 189-2 will work with the City in a multi-year joint Health and Wellness Strategy that is aimed at reducing self-insured health care cost trend increases by 3% to 5% over the next 4 years (See attached Addendum).
- D. AFSCME LOCAL 189-2 will commit to educating its members on matters of health/wellness/disease management and health care costs.
- E. AFSCME LOCAL 189-2 will work with the City to produce an annual work plan on wellness and health care cost mitigation.
- F. AFSCME LOCAL 189-2 will work collaboratively with City and the Police Bureau to identify changes in work processes, systems, and other requirements that could result in cost savings and/or efficiencies to help offset fixed costs in the Bureau's budget.
- G. In conjunction with other labor organizations representing City employees, AFSCME LOCAL 189-2 will meet with Council three times annually to discuss programs and review progress-to-date.
- H. The signatories to this agreement are committed to using the Labor Management Committee process to address operational issues that may arise during the term of the collective bargaining agreement. This committee is not engaged in bargaining nor does this commitment constitute an agreement by either party to re-open the contract should they be unable to resolve an issue within the Labor Management Committee.

TENTATIVE AGREEMENT

Further, in order to foster a period of time where the parties can focus and engage in the above referenced activities, by their signatures hereto, the parties hereby tentatively agree to resolve the 2006 negotiations for a successor labor *Agreement* as follows:

- 1. Term of Agreement July 1, 2006 through June 30, 2010.
- 2. Wages The "Salary Rates" for members of AFSCME LOCAL 189-2 bargaining unit shall be adjusted annually during the term of the labor *Agreement* by the Portland-Salem, OR-WA CPI-W with a minimum of 2.0% and a maximum of 5.0%. See Attachment A.
- 3. Health Care AFSCME LOCAL 189-2 affirms its commitment to the joint health/wellness//disease management activities referenced above. Further, the City shall contribute ninety-five percent (95.0%) of the combined total medical, vision and dental rates adopted by the City Council for the one party, two-party or family enrollees (whichever applies) for each of the medical, dental and vision options provided. Each employee shall contribute five percent (5.0%) of the combined total medical, vision and dental rates adopted by the City Council for the one party, two-party or family enrollees (whichever applies). The level of benefits shall remain in effect for the duration of the 2006-2010 Agreement unless mutually agreed to by the parties.

ige 2 of 6

4. Except for the tentative agreements reached by the parties prior to the signing of this agreement, all other terms and conditions of the 2006-2010 labor Agreement to remain as provided in the 2002-2006 labor Agreement.

5. This tentative agreement is subject to the parties' respective ratification procedures. Upon bilateral ratification, a 2006-2010 labor Agreement document reflecting this tentative agreement and tentative agreements reached by the parties prior to the signing of this agreement shall be prepared and executed by the parties authorized representatives for printing, distribution to and use by AFSCME LOCAL 189-2, its members and the City.

For the City

For AFSCME LOCAL 189-2

Date: March 6, 2006

EXHIBIT A-2

Attachment A

Schedule A - Annual Adjustments

(see top of page 48 of current contract)

1. Effective July 1, 2006, Schedule "A" wage rates will be revised as follows:

Salary rates for classifications in Schedule "A" for the period July 1, 2005 to June 30, 2006 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 (CPI-W) (as measured by the annual change in the index between 2nd Half 2004 and 2nd Half 2005) for Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than two percent (2.0%) or greater than five percent (5.0%).

2. Effective July 1, 2007, Schedule "A" wage rates will be revised as follows:

Salary rates for classifications in Schedule "A" for the period July 1, 2006 to June 30, 2007 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 (CPI-W) (as measured by the annual change in the index for between 2nd Half 2005 and 2nd Half 2006) for the Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase attributable to the CPI be less than two percent (2.0%) or greater than five percent (5.0%).

3. Effective July 1, 2008, Schedule "A" wage rates will be revised as follows:

Salary rates for classifications in Schedule "A" for the period July 1, 2007 to June 30, 2008 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 (CPI-W) (as measured by the annual change in the index between 2nd Half 2006 and 2nd Half 2007) for Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase attributable to the CPI be less than two percent (2.0%) or greater than five percent (5.0%).

4. Effective July 1, 2009, Schedule "A" wage rates will be revised as follows:

Salary rates for classifications in Schedule "A" for the period July 1, 2008 to June 30, 2009 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 (CPI-W) (as measured by the annual change in the index between 2nd Half 2007 and 2nd Half 2008) for the Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than two percent (2.0%) or greater than five percent (5.0%).

MEMORANDUM OF AGREEMENT

The parties to this Memorandum of Agreement are the City of Portland (City) on behalf of the Bureau of Emergency Communications (Bureau) and AFSCME Local 189 – 2 (Union).

BACKGROUND

- 1. Article 7.6.1 of the parties' current Collective Bargaining Agreement provides: Employees may be restricted from working voluntary overtime in conjunction with their shift if the employee has any overtime restrictions imposed by a treating physician.
- 2. The parties are in negotiations for a successor Collective Bargaining Agreement.
- 3. The parties have tentatively agreed to amend Article 7.6.1 as follows: Employees may be restricted from working voluntary overtime in conjunction with their shift if the employee has any overtime restrictions imposed by a treating physician.
- 4. The parties wish to implement the tentative agreement for Article 7.6.1 prior to the expiration of the current Collective Bargaining Agreement.

AGREEMENT

1. The parties agree to implement the following amendment to Article 7.6.1 effective upon the signing of this Memorandum of Agreement

Employees may be restricted from working voluntary overtime if the employee has any overtime restrictions imposed by a treating physician.

2. Article 7.6.1 as amended will be incorporated in the successor Collective Bargaining Agreement.

Susan Skites, Council Representative

AFSCME Local 189 - 2

1-31-06

_ ...

Kristen Dalton, Co-Chair

AFSCME 189, Chapter K

Date

Robert Liebretz, Co-Chair AFSCME 189, Chapter K

Ywonne L. Deckard, Director Bureau of Human Resources

Lisa Turley Interim Director

Bureau of Emergency Communications

Approved as to Form:

Catherine Riffe, Deputy City Attorney

2-2-06 Date

AFSCME Local 189 – 2 and the City of Portland 2006 Contract Negotiations February 10, 2006

JA Dito Word

7.8 Pagers

- 7.8.1 To facilitate contact with employees who have indicated a willingness to work short-notice overtime, the parties agree that the bureau will provide pagers to employees on a voluntary basis.
- 7.8.2 Employees who volunteer to carry pagers to facilitate contact for the purpose of offering short-notice overtime shall be under no obligation to respond to the page and/or the offer of overtime.
- 7.8.3 Employees who volunteer to carry pagers to facilitate contact for the purpose of offering short-notice overtime are not considered on "Stand-By" for purposes of Article 8 and shall not receive any additional compensation.
- 7.8.4 If an employee responds to a page for voluntary short-notice overtime, the parties agree that the bureau shall not take the opportunity during the call to order the employee to work overtime under Article 7.5.
- 7.8.5 The bureau will provide a minimum of 25 pagers for the purpose of communicating short-notice overtime opportunities to employees.
- 7.8.6 The Union is initially responsible for determining whom, among those who volunteer, should be assigned pagers. After the initial distribution of pagers, The Union shall maintain a wait list of volunteers. If an employee determines they are no longer interested in short-notice overtime, they shall turn in their pager to the bureau and the bureau shall assign it to the next person on a wait list maintained by the Union.
- 7.8.7 The Union shall thereafter conduct a pager sign up concurrently with the twice annual shift sign up. Pagers will be then be assigned by the bureau in accordance with the results of the sign up conducted by the Union. If an employee determines between sign ups that they are no longer interested in short-notice overtime, they shall return their pager to the bureau and the bureau shall assign it to the next person on a wait list maintained by the Union.
- 7.8.8 This is an experimental program intended to reduce mandatory overtime. The parties agree that Article 7.8 through 7.8.8.1 will sunset six months after the ratification of this agreement unless the bureau and Union mutually agree to its continuation.

EXHIBIT A-6

AFSCME Local 189 – 2 and the City of Portland 2006 Contract Negotiations February 10, 2006

John Nord Political Ob

PART-TIME "SABBATICAL" POSITIONS

- Allowable hours. Part-time employment under this program shall be scheduled for no less than 19 hours per week, and no more than 28.5 hours per week. Voluntary overtime hours, when combined with regular scheduled hours shall not exceed 28.5 hours. Employees may be required to work forced additional hours as provided below. (See Overtime hours below.)
- 37.1.1 A work day of less than 9.5 hours shall only be scheduled by mutual agreement between the employee and the Bureau.
- Overtime hours. Overtime shall be paid in excess of 9.5 hours per day or in excess of 38 hours in a weekly work period. Overtime may be taken as pay or as compensatory time off, as provided by the BOEC labor agreement, at Article 7, Section 7.4.
- An employee may be forced to work additional hours, up to 2 hours, in conjunction with their shift. Employees working less than 9.5 hours in a day will be paid at straight time when forced. If an employee is forced to work additional hours, those hours are not counted in the maximum allowable hours for part-time employees under this program.
- Employees may sign up for voluntary overtime within the limit of maximum allowable hours for part-time employees under this program. (See <u>Allowable hours</u> above.)
- 37.2.3 Mandatory Off-Duty Training for part-time employees under this program shall be paid at the employee's regular rate of pay. However, the bureau will attempt to schedule mandatory training during the part-time employee's shift as much as possible.
- Number of available slots. This program is limited to the participation of two individual employees at any one time. For purposes of this program, two individual employees may occupy two part-time slots or may job share a single full-time slot.
- Number of additional slots. This program shall expand beyond the minimum two slots in 37.3 and contract to no less than the minimum two slots in 37.3 depending on staffing.

- 37.3.1.1 If the number of fully certified ECO I/IIs reaches 90 by the date shift and days off selections in 10.3.2.3 are made available to the Union, one additional part-time sabbatical slot will be opened up for that sign-up.
- 37.3.1.2 If the number of fully certified ECO I/IIs drops below 90 by the date the shift and days off selections in 10.3.2.3 are made available to the Union, the additional part-time sabbatical slot will be eliminated for the following signup.
- 37.3.1.3 For each subsequent incremental increase of 5 fully certified ECO I/IIs (i.e. 95, 100, 105, etc.) by the date shift and days off selections in 10.3.2.3 are made available to the Union, one additional part-time sabbatical slot will be opened up for that sign-up.
- 37.3.1.4 If the number of fully certified ECO I/IIs drops below the increment in 37.3.1.3 (i.e. 95, 100, 105, etc.) by the date shift and days off selections in 10.3.2.3 are made available to the Union, the additional part-time sabbatical slot will be eliminated for the following sign-up.
- Eligibility. In order to be eligible to bid for a part-time position under this program, the employee must have been a certified ECO I/II for 3 years at the time the part time slot is scheduled to commence.
- Employees on a corrective action plan are ineligible for participation in the bidding process or acceptance of a part-time position until they have successfully completed the plan.
- 37.6 <u>Selection</u>. Selection for the program is by seniority of the employee as determined by the Union Employee List.
- In order to provide more bargaining units members the opportunity to work a part-time slot under this program, once an employee has been selected for a part-time slot the employee will be placed at the bottom of the part-time application list, in seniority order, as determined by the Union Employee List.
- Bidding process. In order to be considered for a part-time position (or jobshare position) under this program, an eligible employee must submit a written request to the Operations Manager or designee no later than one month before the regular semi-annual sign-up process is scheduled to begin. (Based on the current collective bargaining agreement, one month before the regular semi-annual sign-up process is January 1 and July 1.)
- Part-time slots under this program are subject to bid during each sign-up period.

- 37.7.1.1 Employees may also submit requests and have them on file for part-time openings under this program which may occur at times other than the semi-annual sign-up. (See "Early Transition" below.)
- Bidding Seniority. Bidding for shifts and days off options is dependent on whether the employee will be <u>part-time</u> (2 employees bidding for part-time slots) or <u>job share</u> (2 employees bidding for one full-time slot). All part-time/job share agreements shall be completed prior to the bidding of the semi-annual sign-up.
- Part-time slot. Shift and days off options will be those that are available to the employee at time of application. There shall be a mutual agreement between management and the employee over hours of work and days off. The bid shall be withdrawn if the employee and management cannot reach mutual agreement.
- Job share. Shift and days off options will be those that are available to the employee at the time of semi-annual sign-up, consistent with the most senior job-share employee's position on the Union Employee List.
- Annual Leave Bidding. Annual leave bidding for employees in this program shall be based on individual seniority.
- Each part-time employee counts as one person for purposes of calculating the number of annual leave slots per shift and for purposes of using available annual leave slots. However, job share employees (i.e., sharing a single full-time slot) shall only count as one person for purposes of calculating the number of slots per shift.
- 37.10 <u>Length of time for each part-time slot</u>. The maximum duration of a part-time slot under this program shall be six months, consistent with the regular shift sign-up.
- Early transition. Employees in a part-time slot under this program must give notice of one payroll period if they wish to return to a full-time slot.
- 37.11.1 If a part-time slot under this program re-opens with a minimum of eight (8) weeks remaining, the remaining time may be requested by an eligible employee willing to fill the established slot or another slot with Bureau approval. The Bureau will review any request to fill any part-time slot which reopens with less than eight (8) weeks remaining, and at its discretion may fill it for the remaining time.
- 37.11.2 Should the Bureau identify an employee under this program who is experiencing performance or other problems, the Bureau will provide the

employee and the Union with notice of any performance or attendance problems. A labor/management review team and any involved supervisor will meet to discuss the performance or attendance issue. The employee will have an opportunity to correct any problems prior to being removed from a part-time slot. At the Bureau's discretion, documented poor performance and/or attendance may be reason to terminate a part-time slot for an employee. Such removal from a part-time slot shall be given at least one payroll period notice and shall not be subject to a grievance by the employee or Union.

- 37.11.3 The following options for transition include:
- 37.11.3.1 Swap with eligible part-time applicant on list; or
- 37.11.3.2 If no list, swap with any interested eligible employee; or
- 37.11.3.3 Fill remainder of sign-up slot as a full-time employee with shift/days off as available during sign-up and consistent with their part-time bid.
- 37.11.4 The Bureau will first consider employees who submitted requests for part-time slots during the most recent part-time sign-up. The Bureau will subsequently consider any request from an eligible employee to fill the slot. Shift options are as provided under "Bidding Seniority" above.
- 37.12 Other Provisions.
- 37.12.1 Medical, dental, vision and life insurance benefits: Refer to Article 12.2.2.
- Annual Leave. Notwithstanding the provisions of Article 11.2 of the collective bargaining agreement relating to full-time employees, program employees who share a budgeted full-time position and serve for 38 hours each pay period shall be allowed one half the annual leave accrual rates outlined in Article 11.2 of the collective bargaining agreement; program part-time employees who serve at least 38 hours but less than 58 hours each pay period shall accrue vacation in accordance with the number of hours served. Overtime hours shall not count toward the accrual of annual leave hours.
- Annual leave accrual rates. The progression to higher accrual rates for annual leave shall be based on serving the number of hours equivalent to the time periods designated in Article 11.2 of the collective bargaining agreement. Overtime hours shall not count toward the higher accrual rates for annual leave hours.
- Sick leave. Notwithstanding the provisions of Article 14.1 of the collective bargaining agreement relating to full-time employees, program employees who share a budgeted full-time position and serve 38 hours each pay period shall be allowed to accrue sick leave at one-half the full-time rate; program

part-time employees who serve at least 38 hours but less than 58 hours each pay period shall be allowed to accrue sick leave in accordance with the number of hours served. Overtime hours shall not count toward the accrual of sick leave hours.

- 37.12.5 <u>Layoff seniority</u>. Notwithstanding the provisions of Article 10.2 of the collective bargaining agreement, for purposes of layoff or bumping, seniority for permanently appointed employees in part-time or job share positions under this program shall be prorated on the basis of regularly scheduled hours worked.
- Progression to higher wage steps. For time served by program employees in part-time or job share positions, progression to higher rates shall be based on each employee serving the equivalent number of hours required for annual step increases contained in Schedule "A" Wages, of the collective bargaining agreement.
 - 37.13 Article 37 ends with termination of the current contract unless both parties mutually agree to extend it.

27 - 27 - 28 - 1 1 - 1 - 1 - 1 - 1 - 1 - 1

EXHIBIT A-11

AFSCME Local 189 – 2 and the City of Portland 2006 Contract Negotiations February 10, 2006

Maril of Maril of

38 RETIREE PROGRAM

- A retiring bargaining unit member may remain employed on a full-time or part time basis, providing a transition period for the employee who has retired and allowing the Bureau to retain productive employees whose skills would otherwise be lost in the workplace.
- For purposes of this article, "retired" is defined by the Oregon Public Employees Retirement System (PERS) and employees in this program are eligible for City-paid benefits only as allowed under the applicable employment codes (PSTATs) and shall not exceed the maximum allowable hours of employment permitted under the applicable employment code (PSTATs), the Charter and the Bureau of Human Resources Administrative Rules of the City of Portland.
- To the extent City-paid benefits are allowed, PERS-retired employees under this agreement shall be eligible for such City-paid insurance benefits in accordance with the collective bargaining agreement for represented positions, and are not eligible for PERS contributions or service credit, vacation, or sick leave.
- Working after retirement for the City of Portland constitutes a new employment relationship. Retirees have no seniority rights for purposes of layoff and recall and do not require "just cause" for discipline or removal from a position.
- Retirees who continue to work full-time without a break in service at the time of retirement are eligible for City paid insurance benefits for the first 1040 hours worked if the employee retired from a benefits eligible position.
- A retiree who continues to work part-time without a break in service at the time of retirement is eligible for City paid insurance benefits as provided under Article 12.2.2 for up to a maximum of three calendar years from the date of their retirement if the employee retired from a benefits eligible position.
- 38.4.3 After a break in service, a retiree is no longer eligible for City paid benefits.
- Employees covered by this program shall be represented by AFSCME, Council 75, Local 189 as the exclusive representative and such employees shall be part of the bargaining unit comprised of emergency communication operator employees.

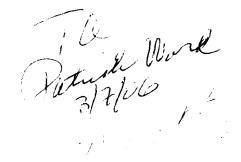
- The Bureau may agree to individual letters of agreement for employees covered by this program. Such letters of agreement shall address the issues of reinstating (or re-employing) retired employees to applicable classifications covered by this program, shift assignments, time off in lieu of vacation, and the term during which each individual letter of agreement is in force. Any such individual letter of agreement shall be between the Bureau of Emergency Communications and AFSCME, Council 75, Local 189. All such letters are subject to approval by the City's Human Resources Director.
- The Bureau shall determine which employees, if any, shall be offered postretirement employment under this program. Such determination shall be entirely at the discretion of the Bureau and shall not be grievable under the grievance procedure of the labor agreement (Article 28 - Grievances, Complaints and Arbitration). Employee schedules will be mutually agreed upon and shall be for a minimum of 19 hours per week.
- 38.8 -- Article 38 ends with termination of the current contract unless both parties mutually across to extend it.
- 38.8 The provisions of the following listed articles apply to employees in the program only to the extent designated:
 - 1. Recognition applies by removing the exclusion of temporary employees for purpose of this program only
 - 2. Union Security applies
 - 3. Non-Discrimination applies
 - 4. Management Rights –applies
 - 5. Shifts does not apply
 - 6. Lunches and Breaks applies
 - 7. Overtime applies only for time worked in excess of a full shift or in excess of 40 hours/week. The provision on overtime equalization does not apply
 - 8. Reporting Pay and Minimum Pay applies, except for 8.5 Civil Service Examinations
 - 9. Working Out of Classification applies, except for 9.3 Promotions
 - 10. Seniority does not apply, except for 10.6.1 as it applies to individual shift trades and 10.12.
 - 11. Annual Leave does not apply
 - 12. Health and Life Insurance does not apply, except as provided for in Article 38.3 through 38.4.3 above
 - 13. Child Care applies
 - 14. Sick Leave does not apply
 - 15. Leaves does not apply
 - 16. Jury Duty applies after a temporary employee works for 6 months in a full-time position
 - 17. Safety Sanitation applies

- 18. Union Representation does not apply, except for 18.5 Employee Rights
- 19. Payday applies
- 20. Strikes and Lockouts Barred applies
- 21. Maintenance of Standards applies
- 22. Wage Scales applies, except for 22.4 and 22.5 Wage Scales
- 23. Clothing applies
- 24. Field Tactical Dispatcher does not apply.
- 25. Training, Schools and Conventions applies; Day Off Training applies
- 26. Union Bulletin Boards applies
- 27. Discipline and Discharge does not apply-- program employees are not covered by the provisions of just cause under the collective bargaining agreement or under the Human Resources Rules
- 28. Grievances, Complaints and Arbitration applies only with respect to Articles which are listed herein as applying to program temporary employees
- 29. Domestic Partners applies
- 30. <u>Policies and Procedures</u> Family Leave— applies to the extent that program temporary employees meet the eligibility criteria
- 31.Labor Management and Productivity Committees does not apply
- 32. Critical Incident Stress Management applice
- 33. Warrant of Authority applies
- 34. Savings Clause applies
- 35. Effective Date and Duration of Agreement applies
- 36. Negotiations for Future Contract of Agreement document

37. Part-Time Sabbatical Positions - Low put of Schedule "A" - Wages - applies

Attachment 1 - City of Portland General Employees Drug and Alcohol Policy - applies

AFSCME Local 189 – 2 and the City of Portland 2006 Contract Negotiations March 7, 2006



- 7.4 Compensatory Time Off. In providing compensation for employees who have worked overtime, the City will grant the employee's preference for either pay at the applicable overtime rate or compensatory time computed at the applicable overtime rate for the overtime hours worked up to a maximum total accrual of one hundred and twenty (120) eighty (80) hours at any given time. in a fiscal year. Overtime worked in excess of the one hundred and twenty (120) hour maximum accrual will be paid.
- 7.4.1 Accrued compensatory time off may not be used for bidding vacation selection, but may be used in lieu of vacation if no other person on that shift is scheduled off on vacation or compensatory time off.
- 7.4.2 Compensatory time off may be taken or used in lieu of vacation at other times by mutual agreement between the employee and his/her supervisor.
- 7.4.3 Employees may receive once <u>twice</u> per year, at their request, a payout of any amount of accrued compensatory time.
- 7.4.4 Any compensatory time remaining at the end of the fiscal year will be paid off in cash, or at the request of the employee, any or all compensatory time may be carried over to the next fiscal year. In the event that an employee transfers from one bureau to another, any compensatory time will be paid off.

TIN

AFSCME Local 189 – 2 and the City of Portland 2006 Contract Negotiations March 7, 2006

Parily 106

Article 14 SICK LEAVE

- 14.6 Sick Leave Utilization Upon Retirement
- 14.6.1 The City agrees to convert sick leave pay, upon retirement to a PERS supplement, as contemplated by ORS 237.153 238.350.

Article 22 WAGE SCALES

- Wage Scales. The City agrees to maintain its membership in the State of Oregon Public Employees Retirement System (PERS)/Oregon Public Service Retirement Plan (OPSRP). The City shall continue to "pick up," assume and pay a six percent (6%) average employee contribution to the Public Employees Retirement Fund and the Oregon Public Service Retirement Plan (OPSRP) for the employee members participating in the Public Employees Retirement System and the Oregon Public Service Retirement Plan (OPSRP). Such "pick up" or payment of employee member contributions to the system shall continue for the life of this Agreement.
- 22.5.1 The full amount of required employee contributions "picked up" or paid by the City on behalf of employees pursuant to this Agreement shall be considered as "salary" within the meaning of ORS 237.003(8) 238.005(20) or 238A.005(16), as appropriate, for the purposes of computing an employee member's "final average salary" within the meaning of ORS 237.003(12) 238.005(8) or 238A.130, as appropriate, but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 37.071 238.200 or 238A.330. Such "picked up" or paid employee contributions shall be credited to employee accounts pursuant to ORS 37.071 238.200(2) or 238A.335, as appropriate, and shall be considered to be employee contributions for the purposes of ORS 37.001 to 237.320 238.200 or 238A.330, as appropriate.

PIN