



**Labor Agreement
between the
City of Portland, Oregon
and
Professional & Technical Employees Local 17**

January 1, 2022 to June 30, 2025

**THE FOLLOWING IS NOT PART OF THE COLLECTIVE
BARGAINING AGREEMENT BETWEEN
THE CITY OF PORTLAND AND THE UNION.**

The open periods of this contract are as follows:

April 2 – May 1, 2025

Anytime after, but not including, June 30, 2025
until such time as a new agreement is ratified



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TABLE OF CONTENTS

PREAMBLE.....	7
ARTICLE 1 - Recognition	7
ARTICLE 2 – Union Security and Activities.....	7
ARTICLE 3 – Scope and Purpose.....	14
ARTICLE 4 – Management Rights.....	15
ARTICLE 5 – Strikes and Lockouts	20
ARTICLE 6 – General Provisions	20
ARTICLE 7 – Labor Management Committee.....	23
ARTICLE 8 – Savings Clause	25
ARTICLE 9 – Duration	25
ARTICLE 10 – Hours of Work.....	25
ARTICLE 11 – Holidays.....	29
ARTICLE 12 – Sick Leave	33
ARTICLE 13 – Family Leave	37
ARTICLE 14 – Vacations	39
ARTICLE 15 – Leaves of Absence.....	43
ARTICLE 16 – Health and Welfare	47
ARTICLE 17 – Other Benefits	56
ARTICLE 18 – Types of Employees.....	56
ARTICLE 19 – Wages.....	59
ARTICLE 20 – Seniority	66
ARTICLE 21 – Discipline and Discharge.....	68
ARTICLE 22 – Settlement of Disputes.....	70
ARTICLE 23 – Professional Development	75
ARTICLE 24 – Reasonable Suspicion of Drug or Alcohol Use	78
ARTICLE 25 – Reductions in Workforce and Layoffs	80
Ratification.....	85

SCHEDULE "A": Salary Rates and COLA.....	87
Schedule "B": Applicability of Contract to Temporary Employees	927
Schedule "C": Applicability of Contract to Seasonal/Casual Employees.....	96
Letters of Agreement.....	83
APPENDIX A – Classification Specialties.....	106
INDEX.....	107

PREAMBLE

This agreement entered into by the City of Portland, Oregon, hereinafter called the City, and **Professional & Technical Employees Local 17 (PROTEC17)**, hereinafter called the Union, has as its purpose the promotion of harmonious relations between the City and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and conditions of employment.

ARTICLE 1 RECOGNITION

The City recognizes the Union as the exclusive representative and sole collective bargaining agent for all employees of the City in regular, limited duration, temporary, or probationary status in all classifications contained in Schedule A of this Agreement employed by the City. The City agrees to recognize all future classifications for which the Union is certified as the exclusive representative and sole bargaining agent during the term of this contract.

The City recognizes the value of the Union in the workplace and supports employees' right to organize during the term of this Agreement. The Union shall provide notice to the City prior to filing with the Employment Relations Board (ERB) and the City will consider voluntary recognition without waiving any of its PECBA rights.

ARTICLE 2 UNION SECURITY and ACTIVITIES

Section 1, Union Membership and Dues Deduction

- (a) Dues Deductions.** When an employee affirmatively consents to dues deductions and provides written authorization to the Union, the City agrees to deduct from the employee's salary an amount equal to the fees and dues required to be a member of the Union. The Union shall have sole responsibility to determine who is on the list of authorized deductions and the City will rely upon the list from the Union as an accurate list of employees that have authorized such deductions. The City will direct all Union membership questions or requests to change membership status to

the Union Membership Administrator.

(b) Changes in Authorizations. Notifications of change in authorization – adding or dropping membership status – submitted by the Union to the City will be effective with the next paycheck so long as they are received by end of business on the Friday before the City’s Time Submission deadline. Notifications received after the Time Submission deadline will be effective at the start of the next pay period. The City shall furnish the Union with the Payroll Processing Calendar by December 20th each year for the following calendar year.

Section 2, Disclaimer. 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.

Section 3, List of Employees/Members

(a) Each pay period, the City shall furnish to the Union an electronic list of new employees who have accepted positions represented by the Union, along with hire dates or anticipated start dates. The City shall ensure new hire data processing for every employee starting work and that all new employees represented by the Union are included on the electronic list, in Excel, or similar spreadsheet program, or other delineated format. The list shall be provided by the close of the last business day of each pay period, or if the last business day of the pay period falls on a holiday, the list shall be provided by the close of business on the preceding business day. The list shall contain the name, employee identification number, classification, classification number, Bureau, work group, type of appointment, date of employment, home address, home phone number, home email, worksite, work email and work phone numbers of the new employees to the extent that the City has such information. For the purposes of this article, “new employees” are any employees new to the bargaining unit. This includes existing City employees that move into a classification represented by the Union, regardless of previous union affiliation.

(b) List of Employees. The City agrees to furnish to the Union, on a monthly

basis, a list of all employees in positions represented by the Union. The list shall contain the name, employee identification number, classification, classification number, Bureau, work group, type of appointment, date of hire, seniority date in current classification, dues status, home address, home phone number, home email, worksite, work email and work phone numbers of the new employees to the extent that the City has such information. The seniority date and dues status are for general informational purposes only.

- (c) **List of Employee Movement.** The City endeavors to notify the Union of all employee movement within and out of the bargaining unit due to separation from employment, retirement, promotion, demotion, or transfer.

- (d) **Notification to Employees.** The employer shall inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit of the union's exclusive representation status.

Section 4, Payment. The City shall deduct and disburse dues and fair share fees as provided herein to the Union each pay period by one check following the pay period for which the deductions are made, together with an itemized statement to the Union.

Section 5, Employee Rights. The City agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the City or any City representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause, provided that such activity shall not interfere with employees in the performance of their duties.

Section 6, New Employee Orientations. The Parties agree an integral part of each employee's tenure with the City is an understanding of the Collective Bargaining Agreement and the role of the Union in the employment setting. The City agrees to allow a thirty (30) minute educational information meeting to be held with all employees new to the bargaining unit upon hire, promotion, or transfer into the bargaining unit. These meetings may be held at the City

worksite on work time and conducted by a representative designated by the Union.

Section 7, Union Bulletin Boards. The City agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used exclusively by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. Nothing in this section precludes other forms of communication by the Union.

Section 8, Union Activities. The parties agree that the general business of the Union shall be conducted outside of working hours. It is recognized, however, that certain union activities occur during working hours and designated representatives of the union may engage in such activities without loss of compensation, seniority, leave accrual, or any other benefits.

- (a) **Designated Representatives.** A designated representative is a public employee who is designated by the exclusive representative (Union) as a representative for the employees of the bargaining unit and for who reasonable paid time or release time is granted to perform the activities listed in Subsection (c) below.
- (b) **List of Designated Representatives.** The Union shall maintain a list of Designated Representatives with the City's Labor Relations staff. The exclusive representative shall submit the list of designated representatives to the City within thirty (30) days of ratification of this agreement and update as often as needed to remain current. Only individuals identified as designated representatives are entitled to engage in union activities on City paid time.
- (c) **Designated Representative Activities.** Designated representatives may engage in the following activities during their regularly scheduled hours without a loss of compensation, seniority, leave accrual or any other benefits:
 - 1. Investigate and process grievances and other workplace-related complaints on behalf of the Union;

2. Attend investigatory meetings and due process hearings involving represented employees;
3. Participate in or prepare for proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings, and proceedings before the Employment Relations Board;
4. Act as a representative of the Union for the purposes of collective bargaining;
5. Attend labor-management meetings held by a committee composed of City management, employees, and representatives of the Union to discuss employment relations matters;
6. Provide information regarding a collective bargaining agreement to employees new to the bargaining unit, as identified in Section 6;
7. Testify in a legal proceeding in which the public employee has been subpoenaed as a witness for matters relating to collective bargaining between the City and the Union;
8. During each year of this Agreement the Union's Executive Director or designee may request that Designated Representatives be provided with at least eight (8) hours or one (1) day, whichever is greater, of release time without loss of pay to participate in the steward training program sponsored by the Union; and
9. Perform any other duties agreed upon by the City and Union in this or any other agreement.

(d) Reasonable Paid Time. Designated representatives may spend reasonable time conducting designated activities under Section 9 (c). Reasonable time shall not exceed 500 hours in a fiscal year to be used among all designated representatives. The City will provide to the Union a quarterly report to show the amount of City paid time used by the representatives. Any

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

Additional hours of reasonable paid time shall be granted to the Union's designated representatives participating on the Union's bargaining team during successor negotiations.

Section 9, Union Business Leave. Employees elected or appointed to any Union office or position which takes occasional time from their employment with the City shall, upon sufficient notice and at the written request of the Union, be granted leave as specified below.

- (a) Union Leave, Union Paid.** The Exclusive Representative shall notify the City of any member eligible to use Union Paid Leave. Union Paid Leave will allow the authorized designated representatives to perform PROTEC17 business during the normal work schedule, not to exceed a collective annual ceiling of 480 hours total.

Authorized designated representatives shall be maintained on the payroll with full accrual of wages and benefits and the Union shall reimburse the City for all wage and wage-driven benefits costs associated with these leaves. (Effective with this agreement the rate is 132.03% of the employee's normal hourly wage and includes 23.61% for PERS, 6.2% for SSI, 1.45% for Medicare and .7687% for Tri-Met.) Should the wage-driven benefits costs change, the City will provide written documentation of the change to the Union.

This agreement is in effect for the life of the existing contract and will remain in full effect unless opened with a minimum of thirty (30) days' notice by either party, or at the end of the current contract.

- (b) Long Term Leave of Absence (Release Time).** The City shall, upon written request of the Union and Employee, grant the employee a leave of absence without pay for a period not to exceed one (1) year, without loss of civil service status and without loss of continued accrual of seniority and aggregate City service or tenure status. The leave of absence shall not exceed one (1) year, but it shall be renewed or extended upon its expiration for a similar period upon the request of the Union. No more than one (1) employee from a bureau may be granted Release Time at a time. Requests will be considered in good faith and denials will not be arbitrary or capricious.

The Union or the designated representative may terminate a period of release time authorized under this article at any time for any reason. At the conclusion or termination of a period of release time granted to a designated representative under this Article, the designated representative shall have a right to reinstatement to the same position and work location held prior to the commencement of the release time or, if not feasible, to a substantially similar position without loss of seniority, rank, or classification.

The City will return an employee who has terminated their release time to paid employment within fourteen (14) business days of written notice from the employee or the Union.

Section 10, Union Access. The City shall provide the exclusive representative, including all designated representatives of the Union, with reasonable access to employees within the bargaining unit. Reasonable access includes:

- (a) New Employees.** For the purposes of employees new to the bargaining unit, reasonable access includes the right to meet with employees for a period of at least 30 minutes during the employer's new employee orientation or an individual or group meeting if the employee does not attend the City's orientation.

(b) Regular Employees. For all employees, reasonable access includes, but is not limited to, the right to meet with employees during regular work hours at their work location to investigate and discuss grievances, workplace-related concerns, and other matters relating to their employment. Access also includes the right to use the City's facilities for the purpose of conducting meetings with or for represented employees in the bargaining unit before or after regular work hours, during meal periods, and during any other break periods, provided the meetings do not interfere with the City's operations.

(c) Use of City Facilities and Technology. The exclusive representative or its designated representatives may use the City's conference rooms and electronic mail and telephone systems to communicate with bargaining unit employees regarding collective bargaining, the investigation of grievances or other disputes, matters relating to employment relations, or matters involving the governance or business of the Union.

Section 11, Information Requests. Information requests made by the Union under this labor agreement or the Oregon Public Employee Collective Bargaining Act (PECBA) that require more than one (1) hour to produce will be charged at the applicable rate found in the City's Standard Fees for Public Records Request in effect at the time of request.

In accordance with Human Resources 1.04 – Personnel Records, upon the employee's written release, the Union may inspect and obtain copies of the employee's official personnel file.

ARTICLE 3 SCOPE AND PURPOSE

All matters not covered in this agreement shall be deemed to have been raised and disposed of as if covered herein. The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining.

It is agreed that this document contains the full and complete agreement on all bargainable issues between all parties hereto and/or all for whose benefit this

agreement is made, and no party shall be required during the term of this agreement to negotiate or bargain upon any issue whatsoever, whether or not such subject or matter may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this agreement.

ARTICLE 4 MANAGEMENT RIGHTS

Section 1, General. The City shall exercise the sole responsibility for management of the City and the direction of its work force. To fulfill this responsibility, the rights of the City include but are not limited to: establishing and directing activities of its employees; determining standards of service and methods of operation, including contracting out and introducing new equipment; establishing procedures and standards for employment and promotions, layoffs, and transfers; to discipline or discharge for just cause; determine job descriptions; determine work schedules; assign work; and any other rights, except as expressly limited by the terms of this agreement.

Section 2, Civil Service. Nothing in this agreement shall preclude the Director of the Bureau of Human Resources from exercising their 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. When a classification decision is made that results in the reclassification of employees into the bargaining unit represented by PROTEC17 or out of the bargaining unit represented by PROTEC17, the City will provide written notice to PROTEC17 of the classification decision. Nothing in this paragraph, however, restricts the Director of the Bureau of Human Resource's authority as described in the above paragraph, to classify or reclassify positions. (See also Section 5, Reclassification.)

Section 3, Performance Norms and Standards. The parties recognize the City's right to establish and periodically review and revise performance norms and standards. The parties will confer during the term of this agreement with the goal of increasing the efficiency and productivity of the classifications in the unit. Prior to any formal performance norms and standards being adopted, the City will confer with the Union. At the time of adoption of revised performance norms and standards the City shall notify the Union in writing. Employees consistently

failing to meet standards and norms may be subject to Articles 21 and 22 of this agreement.

The City will perform performance reviews during employee probationary periods and at least annually thereafter. The City will implement a standardized system for performance reviews for all employees in the bargaining unit by July 1, 2022. Copies of performance reviews will be placed in the employees' Bureau personnel files. After receiving the performance review, and by mutual agreement, the City and Union may meet to discuss any matters related to a performance review. Employees will be permitted to provide a rebuttal to specific points raised in the performance review. The City will notify the Union of any failure by an employee to successfully pass the probationary period.

Section 4, Contracting Out.

- (a) The City will utilize its employees to perform bargaining unit work exclusive to job classifications that are represented by PROTEC17, but the City reserves the sole right to contract out for work under the following guidelines:
1. **Emergency:** Work required by circumstances that are beyond the control of the City including, but not limited to, weather related events.
 2. **Statutory Compliance:** Work that is contracted out in order to meet requirements imposed by federal or state statute.
 3. **Extreme Risk:** Work that poses an extraordinary personal safety hazard.
 4. **Warranty Work:** Work provided by the vendor or manufacturer at no additional cost.
 5. **Proprietary:** Work that is required to be performed by the vendor or manufacturer or an authorized provider due to the proprietary nature of the product involved.

6. Urgent: Work that is extremely time sensitive, for which existing staffing level is unable to respond without substantial disruption of City services or workload assignment.
 7. Limited: Work that falls under the small procurement limit under the Portland City Code.
 8. Peak Load/Capacity: Work that existing staffing levels or bureau resource capacity is unable to cover in a timely manner without disruption of City services or workload assignment.
 9. Unavailable Specialized Skills: Work that involves special skills that bargaining unit members do not possess or that could not be adequately trained in time to complete the needed project work.
 10. Neutrality: Work that requires or benefits from a neutral third party such as, but not limited to, audits, facilitation, or analysis.
- (b) The City shall have the sole authority and final determination on the need to contract out work.
- (c) The City will provide written notice to the Union of its intent to contract out PROTEC17 bargaining unit work. The written notice shall include the scope of work, the duration and cost of the contract, potentially impacted classifications, and the reason(s) from Section (a) for contracting out.
1. Notice will be provided at the time the Request for Proposal is advertised or when work will be contracted out for six (6) months or longer.
 2. If a grievance is filed under Article 4.4 and its subsections, the sole remedy under these sections shall be to provide the required notice.
 3. The Union may request a quarterly meeting with bureau staff to discuss information provided under Section 4.4. The first quarterly meeting in each fiscal year shall be designated as the Annual Meeting". The purpose of the Annual Meeting shall be to discuss bargaining unit work contracted out in the preceding fiscal year.

- (i) The City will provide a utilization report of contracted work to be reviewed annually.
4. This section shall apply only where the contracting out results in employees represented by the Union being laid off.
- (i) The City agrees to notify the Union of any such plan to contract out before the plan is actually executed and contracting out has been done.
 - (ii) Upon notification under section (c) above, the Union shall have fourteen (14) calendar days to demand to bargain. If no demand to bargain is made, the City may implement the contracting out. If the Union demands to bargain, the parties will bargain under the provisions of ORS 243.698.

Section 5, Reclassification. The Bureau of Human Resources shall give the Union and any incumbent employees notice of any request by the bureau for reclassification of a bargaining unit position. An incumbent employee or the Union may request consultation with the Bureau regarding the potential impact of the reclassification. The consultation request must be made within 10 days of receiving notice. A consultation period of 14 days shall be provided if requested prior to implementing the reclassification.

- (a) The City shall maintain a procedure for employees to initiate reclassification reviews. Disputes about the appropriateness of reclassification of employees by management or denial of employee-initiated requests for reclassification may be appealed to the Human Resources Director and the Civil Service Board in accordance with Human Resources Administrative Rule 8.05 – Classification. The Union recognizes that the Human Resource Director has the sole authority to classify or reclassify positions.
- (b) Employees who believe they are misclassified or have been assigned work outside of their current classification should notify their Supervisor or Manager in writing within sixty (60) calendar days of performing higher level duties of work. If the Manager/Supervisor agrees a a reclassification is appropriate, the supervisor or manager will request a review of the

position(s) by the Bureau of Human Resources, per HRAR 8.05. If the employee's Manager/Supervisor disagrees with the request, the employee may proceed with the request using the process outlined in HRAR 8.05. The effective date of the reclassification action with respect to the employee's tenure, seniority, and status shall be the date the written request for reclassification and all required supporting documentation were filed with the Director of Human Resources unless another date is established by the Director of Human Resources.

- (c) **Granting of Status.** When a position is reclassified, the incumbent shall be granted status in the position when the following criteria are met:
1. Management makes a request to grant status when going through the position reclassification process; and
 2. The employee is the current incumbent for the position being reclassified and has occupied the position and has performed substantially all the duties of the new classification; and
 3. The employee being granted status meets the qualifications for the new classification.

Section 6, New Technology. In the event of implementation of a new technology which, because of a lack of qualifications of employees, may result in the layoff of employees or in the creation of a new job classification, the employer shall meet with the Union, at its request, to discuss training possibilities and other methods which might exist to reduce the impact on employees.

When the business requirements of customer bureaus, federal or state agencies, or industry oversight groups require that employees pass a criminal history check or background investigation, the City will require those employees to undergo the criminal history check or background investigation. An employee so required will be informed of the reason for it.

Employees who fail to pass the criminal history check or background investigation shall be permitted to exercise his/her rights in accordance with the provisions of Article 20 and Appendix B except the employee does not have the right to displace another employee.

Section 7, Recruitment Incentives.

- (a) Permanently appointed new employees in key or special recruitment positions may be credited for prior professional service by placement at the appropriate step of the vacation accrual table contained in Article 14 of this Agreement, when authorized by the Commissioner-in-Charge. Once placed on the scheduled noted above, future service with the City shall count normally towards additional vacation accrual rates.
- (b) When authorized by the Commissioner-in-Charge, a permanently appointed new employee in a key or special recruitment position may receive a one-time crediting of forty (40) hours of vacation upon appointment or after completion of the probationary period. The forty (40) hours of vacation are available to the employee to use upon credit and in accordance with Article 14 of this Agreement.

ARTICLE 5 STRIKES AND LOCKOUTS

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

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

ARTICLE 6 GENERAL PROVISIONS

Section 1, Nondiscrimination.

- (a) The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual orientation, religion, race, color, creed, national origin, disability, gender identity, source of income, family status or political affiliation. The Union shall share equally with the City the responsibility for applying this provision of the agreement. Nothing in this section, however, shall be construed to prohibit actions taken because of bona fide job qualifications or mandatory retirement.

- (b) All references to employees in this agreement designate all people and wherever the male or female gender is used it shall be construed to include all employees, regardless of gender identity.

Section 2, Probation.

- (a) The probationary period for an employee serving an initial probationary period in a PROTEC17 represented classification shall be nine (9) months. The probationary period for a part-time or job-share employee serving an initial probationary period may be extended up to twelve (12) months to allow for adequate hours of on-the-job training.
- (b) The probationary period for a full-time employee being promoted to a higher classification shall be six (6) months. The probationary period for a part-time or job-share employee being promoted to a higher classification may be extended up to nine (9) months to allow for adequate hours of on-the-job training.
- (c) During their probationary period employees will be given one (1) written evaluation near the mid-point and a second written evaluation approximately one (1) month prior to the end of the probationary period. Copies of these evaluations will be provided to the employee and the Union. Nothing in this section shall limit management's right to terminate an employee during the probationary period without recourse to the grievance procedure.
- (d) The probationary period may be extended for a period not to exceed ninety (90) days by mutual agreement between the Director of the Bureau of Human Resources, the Union and the affected employee. Any such extension shall be in writing and include a list of training benchmarks that must be met for an employee to demonstrate successful completion.

Section 3, Uniforms and Protective Clothing.

- (a) The City agrees to continue furnishing and replacing any uniforms, protective or safety clothing and equipment that is needed by the employee to perform their duties; in addition, the City shall reimburse employees – up to a total maximum of \$250 per calendar year – for their

purchase or replacement of safety shoes, prescription safety glasses, rain gear, or insulated clothing needed by the employee to perform his/her duties. If an eligible employee received no reimbursement the previous calendar year, then up to \$300 may be reimbursed.

- (b) Employees shall be instructed as to the City-provided safety apparel and/or equipment required for the work to be performed and the proper use thereof. City provided apparel and protective gear shall be appropriately sized and fitted for the employee.
- (c) An employee shall be eligible for the reimbursement after thirty (30) days' service in the position needing the protective clothing described in subsection (a) above.

Section 4, Classification Study. The City shall commission and conduct a study of the job classifications covered by this agreement. The study shall begin no later than fiscal year 2022-2023. Upon completion of the study and after consultation with the Union, the classification structure will be submitted to City Council for adoption. The compensation portion of the study will be subject to negotiations with the Union as part of the successor contract.

Section 5, Contract Printing. The City shall, within thirty (30) working days of City Council approval of this labor agreement, have copies of this agreement printed and bound and distributed to the Union at a charge equivalent to the City's cost of production. The number of copies shall be equal to the number of current employees represented by the Union plus fifty (50) extra. Costs of additional copies for use by non-Union personnel will be borne by the City.

Section 6, Safety.

- (a) The City will exert every reasonable effort to provide and maintain safe working conditions, and the Union will cooperate to that end. The willful violation of any State or Federal safety law by an employee shall be cause for disciplinary action or discharge.

- (b) No employee shall be disciplined for refusal to violate City or Bureau safety policies and rules or the laws of the State of Oregon or to follow a supervisory directive where the employee reasonably believes that direct bodily harm would result.
 - (i) An employee should notify their supervisor of a worksite or situation they believe is unsafe or dangerous to their personal security and work with their supervisor to make a reasonable attempt to accommodate or address safety concerns. If an employee leaves a worksite due to a safety concern, they shall notify their supervisor immediately upon leaving.
- (c) **Reasonable Employment Accommodations.** In accordance with HRAR 2.06, the City provides reasonable accommodations for qualifying people with disabilities, people who are pregnant or have related conditions, and people who have religious customs and/or beliefs (a “Protected Status”) to enhance workplace productivity and facilitate equal employment opportunities.

**ARTICLE 7
LABOR MANAGEMENT COMMITTEE**

The City and the Union agree to the continuation of a Protec17 labor/management committee to study issues of mutual interest to the parties.

- (a) The City and the Union shall each appoint not less than two (2) or more than four (4) members to this Committee. A meeting may be requested by either party at a mutually convenient time and place.
- (b) The committee will meet within sixty (60) days of the signing of this agreement and a minimum of one meeting each quarter for the duration of the existing contract.
- (c) A quorum of half of the City and half of the Union members is required for the committee to convene and take action. An absent committee member may designate a substitute with full authority. Any committee member may invite one or more visitors to attend committee meetings.

- (d) The committee shall select its co-chairpersons, comprised of one (1) Union representative and one (1) City representative, who shall serve at the pleasure of the committee.
- (e) Issues of mutual interest to the parties shall be based on consensus and mutual agreement. These may include issues such as: how can leave time be more flexible, exploring methods to address sick leave abuse, and how to recognize superior performance of employees. However, issues regarding individual employee performance or disciplinary action will not be subject to committee discussion.
- (f) Committee decisions and recommendations shall be made on a consensus basis. The committee shall be responsible for establishing internal committee decision-making processes.
- (g) Members of the committee shall be allowed to attend committee meetings on on-duty time.
- (h) Meeting minutes shall be made and forwarded to the designated bargaining representative for the City and the Union, in addition to the designated committee members.
- (i) During collective bargaining for a successor contract, the committee will discontinue meeting.
- (j) Any recommendation which would alter or amend the terms of this Agreement shall not be binding on the City or the Union unless ratified by the Union membership and the Portland City Council.
- (k) Recommendations that would alter or amend the terms of this Agreement shall not be binding on the City or the Union unless approved by a written memorandum of understanding signed by the President of the Union and the Director of the Bureau of Human Resources.
- (l) Nothing shall prohibit individual bureaus from creating separate Labor Management Committees with the Union to study issues of mutual interest to the individual bureaus and their employees. Bureau

committees shall not amend or alter the terms or application of this Agreement.

ARTICLE 8 SAVINGS CLAUSE

Should any article, section or portion hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such article, section or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 9 DURATION

This Agreement, as amended, shall be extended for the period of three and a half (3 ½) years, from January 1, 2022 through June 30, 2025.

Unless either party notifies the other in writing no later than January 15 prior to the date of termination that it wishes to modify this Agreement, the Agreement will automatically renew. If either party gives timely notice to the other as herein provided, the City and the Union agree to meet and negotiate without unnecessary delay. This Agreement shall remain in full force and effect during periods of negotiations.

ARTICLE 10 HOURS OF WORK

Section 1, Regular Hours. The regular hours of work each day shall be consecutive except for meal periods.

Section 2, Work Shift and Week.

- (a) The following are descriptions of allowed employee work shifts and weeks. All work weeks shall not exceed forty (40) hours and shall include two (2) consecutive days off.

- (i) STANDARD. The Standard Work Shift shall consist of a fixed schedule of eight (8) hours of work within a day, five (5) days per week.
 - (ii) ALTERNATE. The Alternate Work Shift shall consist of a fixed schedule not exceeding eleven (11) hours of work within a day. An Alternative Work Shift shall have an agreed upon schedule of hours per workday and days per work week. Examples of Alternative Work Shifts: four 10-hour days per work week; a nine/eighty FLSA compliant schedule where employees work eighty (80) hours in nine days with one additional day off every other week; a work schedule with a varying number of hours of work not exceeding eleven (11) hours in a day or forty (40) hours in a work week.
- (b) The Standard work shift and week is required unless both the City and the employee agree in writing to Alternate work shifts and weeks. Either the City or the employee may require a change to a Standard work shift and week by written notice seven (7) calendar days before the change is to become effective.
- (c) In accordance with HRAR 4.04 Telework, employees may request a telework arrangement. Should the provisions of HRAR 4.04 change, the City and the Unions will meet to negotiate over the impact of the change(s). Telework arrangements are by mutual agreement and will not be unreasonably denied. If a telework agreement is denied, it will be done so in writing and state the reason for the denial. Final decisions regarding denial of telework arrangements are at the sole discretion of a bureau director and are not subject to the grievance procedure.

Employees and Managers should work to determine a telework schedule that meets personal preferences and organizational needs, taking into consideration possible technology or process changes to reduce impacts. Routine telework may require that an employee still be present at a City facility as needed. Management shall provide as much advance notice as practicable when directing an employee to report on site outside of their previously approved telework schedule.

- (d) Notice of change in an employee's regular work schedule, excluding overtime work required, shall be given to the affected employee at least seven (7) calendar days before the change is to become effective. The city must provide this notice in writing and the change must be effective for at least seven (7) calendar days.
- (e) **Emergency schedule changes.** An emergency schedule change shall be defined as a situation beyond the control of the City for which the City could not pre-plan. Employees may have their work shift as defined in Article 19, Section 8, and week changed as the result of an emergency without the notice required in subsection (c) above. Employees will be paid at the rate of one and one-half times the

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

- (f) Employees working any of the allowed work shifts and weeks may, to meet the needs of the City or the employee, occasionally adjust their hours of work by working fewer hours than scheduled on one day and making up for those hours by working an equivalent number of additional hours on another day in the same FLSA work week. Such scheduling adjustments will be by mutual agreement between management and the employee, and regardless of any other provisions of this Agreement, will not result in overtime pay.

Section 3, Continuous Operations. Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly-scheduled employment for twenty-four (24) hours a day, seven (7) days a week. The work week for employees engaged in continuous operations shall normally consist of four (4) or five (5) consecutive work shifts.

Section 4, Rest Periods. Except in emergency situations, all employees' work schedules shall provide for fifteen (15) minute rest periods during each one-half (1/2) shift. Rest periods shall be scheduled at the middle of each one-half (1/2) shift whenever feasible. Emergency situations are defined as situations where

loss of life and/or serious public or private property damage is possible. Employees shall not receive additional pay for rest breaks that are not taken.

Section 5, Meal Periods.

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

- (i) An employee required to work more than two (2) hours before their regular shift, or beyond the regular quitting time shall be allowed a one-half (1/2) hour meal period on the City's time, prior to starting the two-hour overtime period; however, should the employee fail to work the full two (2) hours beyond the completion of the meal period, the one-half (1/2) hour meal period will be disallowed, and the employee paid for all time actually worked. After two (2) hours' work beyond the completion of the meal period, an employee shall be allowed a paid fifteen (15) minute rest period. Four (4) hours after completion of the above meal period, an employee shall be allowed a one-half (1/2) hour paid rest period.

- (ii) Present practices as to furnishing meals shall be continued.

Section 6, Clean-Up Time. Employees required to work with pesticides, herbicides, or other chemicals shall be allowed adequate time to shower and change their clothes prior to the end of their work shift on paid time, consistent with recommendations on product Safety Data Sheets for exposure through direct contact or drift. Other employees whose work requires personal clean-up prior to leaving the City's premises or job site shall be allowed necessary time for doing so prior to the end of the shift but not to exceed fifteen (15) minutes, excluding travel time to/from a City clean-up facility. Work schedules shall be arranged so employees may take advantage of this provision where it is applicable, however no employee shall be expected to use their Rest Periods, as defined in Section 4, as clean-up time.

Section 7, FLSA Exempt Employees

FLSA exempt employees, as identified in Schedule A, may check their City online account or voicemail for de minimis periods of time outside of their work shift. Doing so does not need to be approved and will not be paid.

ARTICLE 11 HOLIDAYS

Section 1, Holidays.

- (a) The following holidays shall be recognized and observed as guaranteed paid holidays:
- New Year’s Day (January 1st)
 - Martin Luther King Jr Day (third Monday in January)
 - President’s Day (third Monday in February)
 - Memorial Day (last Monday in May)
 - Juneteenth (June 19th)
 - Independence Day (July 4th)
 - Labor Day (first Monday in September)
 - Veteran’s Day (November 11th)
 - Thanksgiving Day (fourth Thursday in November)
 - The Friday after Thanksgiving
 - Christmas Day (December 25th); and
 - every day appointed by the President of the United States, or the Governor of the State of Oregon as a national or state holiday for all citizens.
- (b) Every full-time employee is entitled to a day off with pay on a holiday. Employees shall receive holiday pay equal to each employee’s regularly scheduled work. (For example, an employee regularly scheduled to work an 8-hour shift shall be paid 8 hours of holiday pay; an employee regularly scheduled to work a 10 hour shift shall be paid 10 hours of holiday pay; an employee regularly scheduled to work a 4 hour shift shall be paid 4 hours of holiday pay.)

- (c) After completion of 30 days' service, each full-time employee covered by the terms of this agreement shall receive twenty-four (24) hours of personal holiday time per calendar year.
- (d) Permanent part-time employees who share a budgeted full-time position and serve for forty (40) hours each pay period shall be allowed four (4) hours of pay for each designated City holiday. After completion of thirty (30) days' service, each permanent job share employee covered by the terms of this agreement shall receive twelve (12) hours personal holiday time per calendar year.
- (e) Permanent part-time employees who serve at least forty (40) hours but less than seventy-two (72) hours each pay period shall be entitled to eight (8) hours of holiday pay prorated for their Full-Time Equivalent (F.T.E.) designation when designated City holidays coincide with their scheduled work hours. After completion of thirty (30) days' service, each permanent part-time employee covered by the terms of this agreement shall receive personal holiday time prorated for their Full Time Equivalent (FTE) designation per calendar year. For example, a .75 FTE would receive eighteen (18) hours.
- (f) Personal holiday hours and vacation leave shall be arranged by mutual agreement between the employee and the City.
- (g) Vacation and personal holiday accounts shall be combined. The first twenty-four (24) hours or prorated equivalent hours in the case of a part-time or job share employee, taken off by an employee during a calendar year shall be considered personal holidays. Vacation days may be utilized one day at a time and may be utilized as personal holidays. Personal holidays may only be used during the calendar year in which they accrue. Failure to use the personal holidays by the end of the calendar year will result in forfeiture of that portion of the personal holiday time not used.
- (h) For Monday through Friday schedules, whenever any of the holidays listed in Subsection (a) falls on Saturday, the Friday before such holiday shall be observed as the holiday. Whenever any of the holidays falls on Sunday, the following Monday shall be observed as a holiday.

- (i) For schedules other than Monday through Friday, when a holiday falls on an employee's first regularly scheduled day off, the day before the holiday shall be considered the holiday and paid as such. If the holiday falls on their second or more contiguous regularly scheduled days off, the first scheduled workday following the holiday(s) shall be considered the holiday and paid as such.
- (j) For employees engaged in continuous operations as defined in Article 10, Section 3, holidays are observed on the dates stated in Section 1(a).
- (k) For employees who are on an alternate or variable schedule as described in Article 10, Section 2(a), if an employee's scheduled day off falls on a holiday, then the employee is entitled to a deferred holiday with pay to be taken by mutual agreement between the employee and the director of the bureau or designated supervisor. The employee is eligible to use the deferred holiday starting the first scheduled workday following the holiday. Employees may carry over up to ten (10) deferred holidays and any deferred holidays over ten (10) not taken as of the end of the first pay period in January shall be forfeited.

Section 2, Eligibility Requirements. Employees shall be eligible for holiday pay under the following conditions:

- (a) The employee would have been scheduled to work on such day if it had not been observed as a holiday.
- (b) The employee worked on a scheduled workday immediately preceding and immediately following the holiday unless the employee was on pay status for the entire day before and day after the holiday, or the employee has requested permission in writing from their supervisor and was approved to be absent without pay the day before or the day after the holiday and such permission was granted at least one calendar week prior to the holiday.
- (c) If a holiday is observed during an employee's vacation period, the employee shall be paid for such holiday, and it shall not be counted against the employee's accumulated vacation leave.

- (d) If an employee is on paid sick leave and a holiday is observed, the employee shall be paid for such holiday, and it shall not count against the employee's accumulated sick leave.
- (e) Job share employees: accrued vacation leave will be used to make up the difference between the number of hours of holiday pay to which the employee is entitled and the number of hours in the employee's regular shift on the day the holiday is observed unless a job share employee elects, in writing before the holiday, to adjust their schedule as provided in Article 10, Section 2 ©, use earned compensatory time, or take leave without pay instead of accrued vacation leave for the difference between the holiday pay they receive under this Article and their regular shift hours.

Section 3, Holiday Work. All time worked on any of the holidays listed in Section 1 of this Article shall be paid for at the rate of time and one-half in addition to the employee's holiday pay. Employees in FLSA exempt classifications, as identified in Schedule A, directed to work on a holiday are entitled to defer the holiday with pay until a later date. The deferred holiday shall be taken at the mutual convenience of the employee and the bureau.

Section 4, Essential Employees Deferred Holidays. Any employee who is required, at the express direction of their supervisor, to physically report to work at a City worksite or facility for work on a regular workday when the City is closed due to inclement weather or natural disaster and work the same numbers of hours as regularly scheduled will receive deferred holiday time equal to the regularly scheduled hours. This section shall not apply to late starts or early releases of employees. Deferred holidays under this section will be scheduled as provided in Section 1 (k) above.

Employees whose deferred holiday bank is full will receive the equivalent time in pay. Employees who earn a deferred holiday within thirty (30) days of the end of the calendar year will be allowed to carry over said holiday to the subsequent year's deferred holiday bank.

ARTICLE 12
SICK LEAVE

Section 1, General.

- (a) Sick leave shall be used for an employee's own illness or injury and for medical and dental appointments. Sick leave may also be available to care for a family member as provided in the City's Human Resource Administrative Rules presently in effect and/or by state and federal law. Employees shall receive sick leave with pay in accordance with present practice, except as otherwise provided herein.
- (b) Full-time employees shall accrue four (4) hours' sick leave for each two (2) weeks of service unless the employee is in non-pay status for an entire pay period.
- (c) Employees who share a budgeted full-time position and serve a minimum of 40 hours each pay period shall be allowed to accrue sick leave at one-half the full-time rate.
- (d) Regular part-time employees who serve at least forty (40) hours but less than seventy-two (72) hours each pay period shall be allowed to accrue sick leave in accordance with the number of hours served.
- (e) Sick leave credits shall be allowed to accrue during the first twelve (12) months of continuous absence due to an accepted worker's compensation claim.
- (f) Regular employees, including those in probationary status, shall be eligible for use of earned sick leave after thirty (30) days' service with the City.
- (g) **Non-protected Dependent Sick Leave.** In situations where an employee's family member (spouse, domestic partner, parent, grandparent, grandparent in-law, step child, child in law, grandchild, sibling, step sibling, step parent, step grandparent, sibling in law, parent in law, and equivalent relative of an employee with a domestic partner, and individuals related by close affinity, including relationships such as unmarried partners, household members, "chosen family", and any person with whom the

employee has a significant personal bond that is like a familial relationship, regardless of biological or legal relationship) becomes ill or injured and alternate means of transporting or caring for such person cannot be arranged immediately by the employee, the employee shall be permitted to use vacation time or sick leave. The employee shall be required to submit a doctor's certificate for any absence of three (3) days or more within a period of five (5) working days. Employees who use dependent care leave under this Article on more than three occasions in a calendar year may be required to provide medical certification for all subsequent use of close affinity leave in a calendar year.

- (h) If an employee has accumulated more than three hundred and ninety-nine (399) hours of sick leave, the employee may use a maximum of four (4) consecutive calendar days sick leave without a doctor's certificate. Otherwise, the employee will be entitled to use a maximum of three (3) consecutive calendar days' sick leave without a doctor's certificate. If an employee is on sick leave prior to regular weekly scheduled days off, the scheduled days off will not be counted for the purpose of requiring a doctor's certificate. Any employee who is reasonably considered to be misusing sick leave may be required to furnish a doctor's certificate for each future day of illness in a given period not to exceed six (6) months.
- (i) Sick leave usage during vacation will be in accordance with the City's Human Resources Administrative Rules on Sick Leave.
- (j) Prior to taking any corrective or disciplinary action concerning sick leave usage, management will meet with the employee to discuss the absences. The purpose of this meeting is to notify the employee there are issues related to their absences and to assist the employee in reducing the amount of sick leave usage. The City may notify the Union Representative when an employee has/will be addressed for sick leave usage.
- (k) When counseling an employee for sick leave usage, management shall provide an explanation of the impact of the absences have had on the employee's work product/productivity and the employee's colleagues

and management team. PROTEC17 members shall not be evaluated against the City-wide average.

- (l) Sick leave usage may be cause for disciplinary action up to and including discharge for instances included, but not limited to:
 - 1. Absences that are not bona fide sick leave purposes as outlined herein or in the City of Portland Human Resources Administrative Rules.
 - 2. Sick leave usage recurring in conjunction with scheduled days off, vacation days, “prime days” or some other specific pattern of usage. Patterns of leave shall not be the sole basis for disciplinary action.

Section 2, Attendance Incentive.

- (a) If an employee has a balance of one hundred (100) hours or more of sick leave at the end of the calendar year and has used less than one-half their annual sick leave accrual (51 or fewer hours for full-time employees, 25.5 hours for half-time employees) in that calendar year, that employee is eligible to have up to 25% of their remaining sick leave accrued in that calendar year converted to vacation leave. Requests for conversion may be made once per calendar year and must be made during the period between the first pay period and June 30th of the calendar year following the calendar year in which the incentive is earned. Eligibility for part-time employees is pro-rated to their Standard Hours Designation.
- (b) Sick leave used for one or more of the following reasons shall be excluded for purposes of determining attendance incentive eligibility:
 - 1. An absence which qualifies under the FMLA and/or OFLA; or
 - 2. An absence due to disability under the ADA which does not qualify under the FMLA and/or OFLA, provided the absence is requested by the employee and approved by the Bureau as a reasonable accommodation under the ADA.

It is further provided that in order for sick leave to be excluded from attendance incentive eligibility, the employee must immediately notify the bureau that the absence qualifies under an exclusion, and the bureau must approve the

exclusion. Employees shall provide medical documentation to verify any excluded absence. Failure to request an exclusion within ten working days of an employee's return from absence shall mean that the absence will not be excluded for purposes of determining attendance incentive eligibility.

Section 3, Industrial Leave. During an absence for an industrial accident or disease which has been accepted by the Bureau of Risk Management or determined by the Workers Compensation Department to be compensable, the City shall maintain the employee's health and welfare benefits for the duration of the time loss payments, provided the employee was eligible for City-paid benefits at the time of the accident or disease and remains employed by the City during the absence.

Section 4, Maximum Accumulation. The maximum sick leave accumulation shall be unlimited.

Section 5, Unused Sick Leave on Retirement. The City agrees to convert unused sick leave credits, upon retirement, to a PERS Supplement, as contemplated by Chapter 238 or 238A of the Oregon Revised Statutes.

Section 6, Supplemental Pay.

- (a) During an absence due to an industrial accident which has been accepted by the Risk Management Division, any employee covered by this agreement shall be entitled to receive an income supplement from the City for as many days as the employee had accrued sick leave prior to the accident. The amount of supplement is designed to provide the employee no more net compensation while on time loss than s/he would have received while working their regular hours.
- (b) On an employee's date of hire, the employee shall be credited with a total of fifteen (15) days of industrial accident leave. Such leave shall be

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

available for time lost because of industrial injury for two years from the

employee's date of hire. Such leave credits shall be used prior to the supplement outlined in subsection (a) above.

- (c) Payments made by the City under subsections (a) and (b) shall not be charged to accrued sick leave.

Section 7, Offset for Dual Payments of Sick Leave and Time Loss. The City and the Union agree that no employee should receive full wages in paid sick leave while also receiving time loss payments on a workers' compensation claim. The parties therefore agree as follows:

- (a) Where the dual payment results from the employee filing a claim for time loss payments for an injury or disease after the employee has taken paid sick leave for the same condition, the City may recoup the sick leave paid, either by deductions from gross wages per pay period in an amount not exceeding 20% gross wages until the total overpayment is recouped, or the City and the employee may, by mutual agreement, provide for some other means for repayment. Upon repayment of the total amount of the excess, the employee's sick leave account shall be credited with the sick leave used.
- (b) Where the dual payment results from the City's denial of a worker's compensation claim which ultimately is determined to have been compensable, the overpayment may not be recovered by the City through payroll deductions, nor may the sick leave used be recredited to the employee's account, unless the City and employee agree and arrange, in writing, for recovery and recrediting.

ARTICLE 13 FAMILY LEAVE

Section 1, General. To provide employees the opportunity to balance their family commitments with their employment obligations, the City shall grant Family Leave to employees in accordance with the Federal Family and Medical Leave Act of 1993 and The Oregon Family Leave Act (ORS 659A.150 through 659A.186), and as designated in the City's Human Resources Administrative Rules and/or administrative procedures. For purposes of Family Leave, the City agrees that "spouse" includes "domestic partner."

Section 2, Changes. Any subsequent changes in the law or the Administrative Rules will be incorporated into this Agreement. Specific rules and/or administrative procedures are available from bureau timekeepers or the Bureau of Human Resources.

Section 3. During periods of leave covered by the Federal Family and Medical Leave Act and the Oregon Family Leave statutes identified above, eligible employees shall be required to use accrued or accumulated paid leaves, including vacation and, when applicable, sick leave, prior to a period of unpaid leave of absence. The use of sick leave shall be governed by Article 12 except as indicated below in this article.

Section 4, Family Leave. If an employee has qualified for family medical leave, the employee may use sick leave in cases of a “serious health condition” (as defined in ORS state law) in the employee’s immediate family (as defined in ORS state law and HRAR 6.05 Family Medical Leave). If the duration of the employee’s family leave is longer than the amount of the employee’s accrued paid leave (not including sick leave), the employee may choose to be placed on unpaid leave of absence or sick leave for the duration of the family leave after using all other accrued paid leave. In no event may an employee use sick leave under this section to extend family leave beyond twelve (12) weeks per calendar year.

Section 5, Parental Leave.

- (a) In cases where an employee is eligible for Oregon Family Leave and has been granted leave to care for an infant or newly adopted child under 18 years of age, or for a newly placed foster child under 18 years of age, or for an adopted or foster child older than 18 years of age if the child is incapable of self-care because of a mental or physical disability (“parental leave”) the employee shall be allowed to use sick leave, vacation credits or compensatory time during the period of leave for the above purpose, as provided by State law.
- (b) **City Paid Parental Leave.** Per HRAR 6.05, employees covered by this agreement may be eligible for paid parental leave. See HRAR 6.05 for additional information. Should the provisions of HRAR 6.05 change, the City and the Unions will meet to negotiate over the impact of the

change(s). Changes shall be recommended by the Labor Management Benefits Committee and require approval by City Council.

Section 6. Notwithstanding the provisions above, an employee may hold back all compensatory time and whatever vacation is necessary to accumulate a total of eighty (80) hours of combined compensatory and vacation time for use upon return from Family Leave.

Section 7. The parties have further agreed that an employee who is granted family leave under the above laws shall be entitled to utilize accrued compensatory time for that leave.

Section 8, Washington Residents. The City will comply with RCW 50A.04 for Washington Paid Family Medical Leave (WAPFML) and Washington State requirements for administering WAPFML for employees whose work is localized in Washington.

ARTICLE 14 VACATIONS

Section 1, Accrual. All employees shall receive vacation leave with pay as follows:

- (a) Annual vacation leave for employees shall be computed on the basis of all time in pay status during each calendar year. The rate that annual vacation leave accrues shall depend upon the number of years total service for the City, whether or not total service was broken. Beginning with January 1, of the year in which a full-time employee reaches the following service anniversaries, vacation leave shall accrue at the following rate listed on the next page:

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

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

Section 2, Total Service. In computing vacation "anniversary" date as used in Section 1 of this Article:

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

Section 3, Continued Vacation Accrual. Employees shall continue to accrue vacation credit for a period of one (1) year because of an absence caused by

on-the-job injury, provided that the employee returns to work in accordance with the City's Human Resources Administrative Rules on Vacation Leave.

Section 4, Maximum Vacation Accrual.

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

Section 5, Scheduling Vacation Leave.

- (a) Employees shall be permitted to choose either an hourly, daily, weekly, split or entire vacation. However, employees must receive prior approval for use of vacation time.
- (b) Employees shall have the right to determine their vacation leave times on the basis of seniority in accordance with schedules established by the bureau. Employees may exercise this seniority option only once during any calendar year.
- (c) The deadline for management to respond to vacation requests will be five (5) working days. If after the fifth (5th) day of the requesting employee's regularly scheduled workday, an employee's vacation request has not been responded to, the employee may advance their vacation request up to and including the Bureau Director or their designee.

- (d) A bureau and the Union may mutually agree to implement an alternative method of approving vacations. The agreement can cover a work unit, a classification, or the entire bureau. Any such agreement will be made in writing and will be copied to the Union and the Bureau of Human Resources prior to implementation.

ARTICLE 15
LEAVES OF ABSENCE

Section 1, General Provisions.

- (a) Employees may be eligible for leaves of absence after thirty (30) calendar days' service with the City. Leaves of absence under this Article shall be without pay unless indicated otherwise.
- (b) Any request for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires.
- (c) Requests for leave of absence of thirty (30) calendar days or less may be granted by the bureau head or their designee. All employer-paid health, dental, vision and life insurance benefits will be continued during this period. Leaves for more than thirty (30) calendar days may be approved by the Commissioner-in-Charge, and such leaves may be extended or renewed for any reasonable period. No request including a request for parental leave, shall be denied for arbitrary or capricious reasons.
- (d) Requests for short leaves of absence, leaves not exceeding thirty (30) calendar days, shall be answered in writing within five (5) days, Saturdays, Sundays, and holidays excluded. Requests for leaves of absence exceeding thirty (30) calendar days shall be answered in writing within fifteen (15) days, Saturdays, Sundays, and holidays excluded.

Section 2, Jury Duty.

- (a) The City shall encourage its employees to serve when called for jury duty and shall pay the difference in the employee's salary and monies received

from such jury duty to the employee, except the mileage allowance. If an employee is subpoenaed to appear in a State or Federal court as a witness, the employee shall receive the difference in the employee's salary and monies received as witness fees, except the mileage allowance, subject to the provisions of the City's Human Resources Administrative Rules on Jury Duty Leave.

- (b) If an employee is not on a Monday through Friday dayshift schedule, and they are required to serve as a juror, they may, by mutual agreement, be rescheduled to a Monday through Friday day shift for the duration of their jury duty. The overtime provisions of this agreement shall not apply to an employee undergoing a shift change to go on or come off jury duty.

Section 3, Military Leave.

- (a) Any employee who is a member of the National Guard or the military or reserve forces of the United States and who is ordered by the appropriate authorities to active duty, extended tour, to attend a prescribed training program or to perform other duties under the supervision of the United States or this State, shall be granted a leave of absence with pay up to thirty (30) calendar days per year in any federal fiscal year; provided, however, that the employee must have been an employee of the City for at least ninety (90) days prior to the request for leave as provided in the City's Human Resources Administrative Rules on Military Leave and ORS 408.290.
- (b) Leaves of absence without pay for a period in excess of thirty (30) calendar days shall be granted during the period of such activities.
- (c) Any employee who enters into active service in the armed forces of the United States while in the service of the City shall be granted a leave of absence for the period of military service.
- (d) In the event an employee's paid military leave is exhausted, the City shall continue employer contribution for medical, dental, and vision coverage, with no changes for employees ordered to military service for the first 60 days of unpaid military leave. If the employee is ordered to federal military service which is eligible to receive coverage, the employee will notify the

City and City paid coverage for the employee will terminate on the 32nd day of unpaid leave or the effective date of the military paid coverage, whichever is later. Employee premiums for covered months will be deducted from the final paycheck prior to military leave. If the City is unable to deduct prior to leave, payroll deductions for missed premiums will occur on the first available paycheck upon an employee's return from military leave.

Section 4, Search and Rescue Operations and Disaster Relief. Per Human Resources Administrative Rule 6.11, employees covered under this agreement may be eligible to participate in a search or rescue operation at the request of any law enforcement agency, the state Office of Emergency Management or the United States Forest Service. Employees are subject to the rules and eligibility requirements of the HRAR. Should the provisions of HRAR 6.11 change, the City and the Union will meet to negotiate over the impact of the change(s).

Section 5, Maternity Leave. Leave will be granted for pregnancy. The time for commencing and terminating such leave will be a medical determination certified by the attending practitioner. Sick leave and vacation credits may be used to cover all or part of the absence. Leave without pay for a pregnancy-related disability will be granted upon request. Nothing in this section supersedes an employee's right to FMLA or OFLA benefits.

Section 6, Education. Special consideration will be given to requests for leave of absence from employees with one (1) years' service or more for educational purposes directly related to the applicant's career goals for continued employment with the City.

Section 7, Funeral and Bereavement Leave.

- (a) Employees may be granted up to three (3) days of leave with pay for the death of (1) a relative or (2) any individual related by close affinity (#1 and #2 are collectively referred to as a "qualifying decedent"); or (3) due to pregnancy loss including miscarriage, stillbirth, or other loss.
 - (i) A "relative" includes a spouse, domestic partner, parent, grandparent, grandparent-in-law, child, stepchild, child-in-law, grandchild, sibling,

stepsibling, stepparent, step grandparent, sibling-in-law, parent-in-law, and equivalent relative of an employee with a domestic partner.

- (ii) "An individual related by close affinity" includes relationships such as unmarried partners, household members, "chosen family," and any person with whom the employee has a significant personal bond that is like a familial relationship, regardless of biological or legal relationship.

A qualifying pregnancy is defined as the pregnancy of the employee or employee's spouse or partner; or any pregnancy, including through surrogacy or adoption, where the employee or employee's spouse or partner would have been parent or primary caregiver.

- (b) An additional maximum of two (2) days' leave with pay shall be allowed an employee for necessary funeral travel on approval by the bureau head.
- (c) Under exceptional circumstances, leave for death may be granted by the Commissioner-in-Charge (or their designee) upon the death of a person other than the employee's family members listed above.

Section 8, Immigration and Citizenship Leave.

- (a) An employee may use up to forty (40) hours of paid leave per fiscal year to address immigration or citizenship matters for themselves or members of their family in their immediate household. This includes, but is not limited to, attending meetings with immigration or criminal defense attorneys, state or federal criminal court proceedings, deportation hearings, or other events bearing on the subject individual's legal resident, immigration, or citizenship status.
- (b) An employee who has used forty (40) hours of paid leave covered under this Section and has exhausted all other vacation, compensatory time, personal holiday, and deferred holiday hours leave, but who needs additional leave for the purposes described above to address immigration and citizenship matters, shall be granted an unpaid leave of absence under Article 15.1.

- (c) The City will require written documentation corroborating the dates of the requested Immigration and Citizenship leave.

Section 9, Return from Leave Rights. Return from leave rights under this provision shall correspond to the period of leave granted.

- (a) Leaves of absence of six (6) months or less: Employees shall be returned to the same or comparable position held at the time of commencement of leave, provided that at the time of the return they have greater seniority than other qualified employees. An employee desiring to return to work before the employee leave is scheduled to end must give the City ten (10) days' written notice of the intent to return.
- (b) Leaves of absence of more than six (6) months: An employee desiring to return to work must give the City ten (10) days' written notice of the intent to return. If a vacancy does not exist at the time such employee decides to return from a leave, the employee's name shall be placed on the appropriate laid off list in accordance with seniority and qualifications. An individual and the City may agree in writing that an employee will be assured reemployment to the same or comparable position upon return subject to the seniority provisions of this article. Such agreements will be non-precedent setting.
- (c) The current City policy regarding notification of employees pending lay off, in effect at the date of the contract, shall continue to be followed. Any disagreement as to the qualifications of employees in regard to this section may be taken up through the grievance procedure. **(SEE ARTICLE 20, SECTION 7 FOR SENIORITY.)**

**ARTICLE 16
HEALTH AND WELFARE**

Section 1, Labor/Management Benefits.

- (a) The parties agree to the continuation of the citywide Labor/Management Benefits Committee. The Committee will consist of 16 members. One member shall be appointed from each of the following labor organizations: the District Council of Trade Unions (DCTU), the Portland

Fire Fighters' Association (PFFA), Professional and Technical Employees Local 17, Portland Police Association (PPA) representing Emergency Communications Operators (BOEC), Municipal Employees, Local 483 representing Recreation Instructors (Recreation), the Portland Police Commanding Officers Association (PPCOA), AFSCME Local 189 representing the Auditor's Office, and Laborers' Local 483 representing the Portland City Laborers. The remaining eight members shall be appointed by the City.

- (b) A quorum of twelve (12) voting members is required for the Committee to take action. An absent Committee member may designate a substitute with full voting authority or designate another committee member as a proxy to vote on the absent committee member's behalf. Any Committee member may invite one or more visitors to attend Committee meetings.
- (c) The Committee shall select two (2) chairpersons, one (1) labor representative and one (1) City representative, who shall serve as co-chairpersons at the will of the Committee.
- (d) In order to make a recommendation to the City Council, at least twelve (12) Committee members must vote in favor of the recommendation. The Committee shall be responsible for establishing internal Committee voting and decision-making processes.
- (e) 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.
- (f) 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 1 of each year.
- (g) 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.)

Section 2, Benefits Eligibility.

The City offers healthcare benefits to regularly appointed full-time and part-time employees and their qualified dependents. The plan is administered in compliance with all federal, state, local laws, statutes, and rules.

- (a) Regular full-time employees shall be eligible as provided herein for medical, dental, vision and life insurance coverage the first of the month following the date of hire. City paid benefits will continue for employees each month in which they are actively employed in an eligible job class and status and are working their regularly scheduled hours, or they are on qualified leave status for the City of Portland, and they make the required premium contribution. Eligibility for health benefits is dependent upon an employee working their scheduled hours on a regular basis. Employees who are on non-paid Military Leave or personal leave without pay do not receive City paid benefits. City paid benefits will end on the last day of the month in which an employee terminates employment, enters an unpaid status because of military leave or unpaid leave or is not working the employee's regularly scheduled hours. Coverage for the employee and the employee's eligible family members will be reinstated retroactively to the first of the month in which the employee returns to the employee's regular work schedule. Any required catch-up premium contributions will be deducted from the first paycheck the employee receives upon returning to paid status unless other repayment arrangements have been made.

Employees who become ineligible for participation in City benefit plans will have the right to continue coverage on a self-pay basis in accordance with state and federal law and/or as described in this labor Agreement.

Medical, dental, vision and life insurance will be paid at 100% of the City contribution for those employees who have regularly scheduled hours of at least seventy-two (72) hours in a pay period.

- (b) Regular part-time employees will be eligible for medical, dental, vision and life insurance coverage the first of the month following the date of hire. City paid benefits will continue for employees each month in which they are actively employed in an eligible job class and status and are working their regularly scheduled hours, or they are on qualified leave status for the City of Portland, and they make the required premium contribution. Eligibility for health benefits is dependent upon an employee working their scheduled hours on a regular basis. Employees who are on non-paid Military Leave or personal leave without pay do not receive City paid benefits. City paid benefits will end on the last day of the month in which an employee terminates employment, enters an unpaid status because of military leave or unpaid leave or is not working the employee's regularly scheduled hours. Coverage for the employee and the employee's eligible family members will be reinstated retroactively to the first of the month in which the employee returns to the employee's regular work schedule. Any required catch-up premium contributions will be deducted from the first paycheck the employee receives upon returning to paid status unless other repayment arrangements have been made.

Employees who become ineligible for participation in City benefit plans will have the right to continue coverage on a self-pay basis in accordance with state and federal law and/or as described in this labor Agreement.

The amount of contributions the City will make on behalf of regularly appointed employees for medical, dental, vision and life insurance benefits shall be as follows:

Regularly Scheduled Hours Per Pay Period	Percentage of Employer Contribution
40 – 45	50%

46 – 55	63%
56 – 63	75%
64 – 71	88%
72 – 80	100%

The percentage of benefits paid shall be based on whether an employee is actively employed in an eligible job class and status and are working regularly scheduled hours.

- (c) Job-share is defined as a full-time position designated by the appointing authority that is or may be shared by two employees. The amount of non-elective contributions that the City will make on behalf of its permanent job-share employees shall be fifty percent (50%) of the maximum amount it makes on behalf of full-time employees.
- (d) Medical, dental, vision and life insurance benefits may be denied to employees who are in a pay status for less than eighty (80) hours during a calendar month by the withholding of city-paid premiums for the subsequent month. Employees who become ineligible for City paid benefits will have the right to continue coverage on a self-pay basis in accordance with state and federal law.

Section 3, Premium Contributions.

- (a) Self-Insured Medical Plan or Kaiser Plan effective Plan Year July 1, 2018 and effective subsequent years.

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

party, two party, or family enrollees (whichever applies), the tiered rates recommended by the LMBC and subsequently adopted by City Council.

- (b) Beginning with Benefit Plan Year July 1, 2018 and effective in subsequent plan years, the City shall contribute ninety percent (90%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies) or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council, for each regular full-time employee who elects Self-Insured Medical Plan or Kaiser Plan and who has not received a preventative health care examination within the prior two (2) full calendar years. Each regular full-time employee who elects the Self-Insured Medical Plan or Kaiser Plan and who did not receive a preventative health examination with the prior two (2) full calendar years shall contribute ten percent (10%) of the medical, vision and dental rates adopted by City Council for the one party, two party, or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently adopted by City Council.

- (c) High Deductible Health Plan (HDHP) effective Plan Year July 1, 2017.

Beginning with Benefit Plan Year July 1, 2017, and effective in subsequent plan years, the City shall contribute one hundred percent (100%) of the medical and vision rates and ninety-five percent (95%) of the dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council, for regular full-time employees who elect the HDHP. Each regular full-time employee who elects to the HDHP shall contribute five percent (5%) of the dental rates adopted by the City Council for one party, two party or family enrollees (whichever applies), or any variation of the tiered rate recommended by the LMBC and subsequently approved by City Council.

- (d) Beginning with Benefit Plan Year July 1, 2018, and effective in subsequent plan years, newly hired full-time regular employees who elect the Self-Insured Medical Plan or Kaiser Plan will have one (1) full calendar year to receive a preventative health care examination to retain the City's ninety-five percent (95%) contribution and the employee's five percent (5%)

contribution in the subsequent plan year. The City shall contribute ninety percent (90%) and the employee shall contribute ten percent (10%) of the medical, vision and dental rates adopted by City Council for the one party, two party, or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently adopted by City Council, for each newly hired full-time regular employee who does not receive a preventive health examination within the first full calendar year of service. After this initial service time, contribution percentages for health care plans shall be as in Section 3 (c) and 3 (d) above.

- (e) For the term of the Agreement a benefits eligible employee who has 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 contribution in Section 3 (a) through (c) 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

- (f) Employees may elect to receive the cash payment as cash (subject to withholding). In addition to the cash payment to the employee, the City shall contribute for each full-time employee who opts out of medical coverage an additional amount to the Health Fund as follows:

City Contribution	One Party	\$218.40 per payday
	Two Party	\$174.32 per payday
	Family	\$135.69 per payday

- (g) Effective July 1 of each year of this Agreement, the City contribution rate provided in previous year shall be adjusted to reflect the full annual percentage increase in the medical care component in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W West Class Size A) current base period measured by the reported percentage change between the 2nd Half of the most recent calendar year and the second half of the second most recent calendar year 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 (10.0%).

- (h) The City shall pro-rate the cash payment and City contribution in Section 3 (d) above for part-time benefits eligible employees based on the standard hours schedule. (See Section 2.)

Section 4, Health Fund Reserves.

- (a) The Health Fund shall be maintained with adequate reserves to meet fund obligations.
- (b) The term “excess reserves,” as used in this agreement, shall be defined as the monies in the Health Fund which are not needed to meet fund obligations. Excess reserves shall remain in the Health Fund but shall be subject to separate reporting to the committee.
- (c) 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.

Section 5, Retiree and Survivor Benefits.

- (a) The City shall make available to a retired employee and their eligible dependents, the same medical, dental, and vision benefits offered to active employees. The cost of the plans shall be borne by the retiree, surviving spouse, or surviving domestic partner. Such coverage shall be made available through the City until the retiree and/or the spouse (or domestic partner) becomes eligible for federal Medicare coverage.
- (b) The City shall provide to the spouse (or domestic partner) and eligible dependent children of an employee who is killed on the job, the same medical, dental and vision benefit plans available to active employees. The City agrees to continue the City contribution for the spouse (or domestic partner) and eligible dependent children until the spouse (or domestic partner) becomes eligible for federal Medicare or remarries (or establishes a new domestic partnership) and for each dependent child to the age

which meets the eligibility requirements of the health plan in which they are enrolled.

- (c) The promise of the City to provide insured plans is dependent upon the continuing availability of such plans from an insurance carrier and the qualification by the retired employee with the plan while the retiree was employed with the City. Should an insurance carrier terminate the plan, the City shall attempt to replace it.

Section 6, Life Insurance.

- (a) The City shall provide each employee with a life insurance policy; said policy shall be secured and maintained in accordance with the City's existing practices.
- (b) The City shall make available supplemental life coverage on a voluntary, employee paid basis.

Section 7, Deferred Compensation. The City shall allow employees under this contract to participate in the Deferred Compensation Program that is currently available to employees. However, if the program is determined not to be allowable as a tax deferral under the Internal Revenue Code, the participating employee shall hold the City and the Union harmless against any and all claims, demands, or other forms of liability arising as a result of any invalidation of the terms and conditions of the Program.

Section 8, Federal and State Health Legislation. If the Federal Government enacts Federal Health Legislation, the State of Oregon enacts or changes any Health Legislation, including ORS 243.303, or if any taxing authority taxes or otherwise limits or restricts health care benefits paid by the City, the City and the Union will immediately negotiate on the effect of that legislation as it pertains to this Article.

Section 9, Disability Insurance. The City shall continue to provide Long Term Disability plan coverage as an election under the Plan.

Section 10, Retirement. Throughout the term of this agreement, the City agrees to maintain its membership in the State of Oregon Public Employees Retirement

System (PERS) and the Oregon Public Service Retirement Plan (OPSRP), and shall continue to “pick-up,” assume and pay the average employee contribution to the Public Employees Retirement System, currently six percent (6%), as specified in Chapter 238 or 238A of the Oregon Revised Statutes.

Section 11, Liability Insurance. The City shall continue not less than its present practices with reference to liability insurance or the protection of employees against claims against them incurred in or arising out of the performance of their duties.

ARTICLE 17 OTHER BENEFITS

Employees represented by the Union shall be eligible to participate in the TRIP (Trip Reduction Incentive Program) and Catastrophic Leave programs. The Union agrees that the City retains the right to change, modify or discontinue these programs at any time, without further bargaining, with thirty (30) days’ notice. These programs shall not be subject to the grievance procedure.

ARTICLE 18 TYPES OF EMPLOYEES

Section 1, Limited Duration Employees. The City may appoint limited duration employees to perform work of known duration of generally not more than three (3) years subject to the following:

- (a) Limited duration employees will be appointed in the same manner as employees appointed to positions in the classified service.
- (b) Limited duration employees shall have all the responsibilities and contractual rights of a probationary/regular employee except that they shall have no rights to bump probationary/regular employees. Limited duration employees cannot bump temporary employees nor do temporary employees have to be terminated when a limited duration employee’s appointment ends. Limited duration employees shall be subject to bumping by probationary/regular employees with greater seniority in the classification. If any limited duration employees are separated early due to fiscal impact, they shall be invited to interview for a limited term position

for a period of one (1) year to return to the same bureau and classification at the time of the early separation.

- (c) The appointing bureau will notify the Union at least ten (10) days prior to making an appointment of a limited duration employee. The Union shall respond in writing within ten (10) working days if they wish to discuss the appointment; otherwise, the bureau may proceed to appoint the employee. If the bureau needs to make an appointment prior to the ten (10) day response period, the bureau will contact the Union to request a quicker response.
- (d) A limited duration employee will become a permanent employee, with all seniority rights, if any one of the following occur:
 - (i) They are continuously employed in the same classification, by the same bureau, for more than three (3) years unless the Union and the bureau mutually agree to extend the length of the limited duration appointment; or
 - (ii) The bureau notifies the Union in writing that they are removing the employee's limited duration status.
- (e) A limited duration employee who becomes a permanent employee under the provisions of (i) or (ii) and completes the required probationary period will have their service time as a limited duration employee from that assignment added to their continuous service as a permanent employee. The probationary period may be waived by the Director of the Bureau of Human Resources.
- (f) The City will determine when a project has been completed and when a limited duration employee's appointment ends.
- (g) Limited duration employees may be transferred like other employees and may place themselves on the citywide transfer list. At the end of a limited duration employee's appointment, the employee may be placed on the City's transfer list for up to three years. The City may reemploy limited duration employees on the transfer list as either a regular employee or, subject to c. above, a limited duration employee.

Section 2, Rehired Retirees. Retirees who are eligible to draw PERS or OPSRP benefits, who have applied for such benefits, or who are receiving said benefits, and are subsequently rehired by the City into a classification in Schedule A, shall be members of the bargaining unit. The only terms and conditions of this Agreement that shall apply are Article 1 – Recognition, Article 2 – Union Security and Activities, and Schedule A – Salary Rates. All other terms and conditions of employment for Rehired Retirees shall be solely determined by the provisions of Human Resources Administrative Rules 3.06.

Notwithstanding Section 8, above, the City may hire Rehired Retirees as temporary, at-will employees for up to two (1) continuous years in a particular position.

Section 3, Temporary Employees. Any employee employed in a budgeted position in a classification contained in Schedule A of this Agreement without permanent rights to the City. Recognition under this section shall not detract from any rights or benefits pertaining to the employee, by virtue of their regular/permanent status in some other classification within the City. Contract rights for temporary employees are as provided under Schedule B.

Section 4, Seasonal/Casual Employees.

- (a) Seasonal/Casual Employees may be placed into classifications contained in Schedule A of this Agreement
- (b) Seasonal/Casual Employees may only work for up to 1,400 hours in a calendar year. After working 1,400 hours in a calendar year, a Seasonal/Casual Employee may be rehired without a break in service to the same assignment in the same bureau provided it is a new calendar year.
- (c) Contract rights for Seasonal/Casual Employees are as provided under Schedule C.

Section 5, Interns.

- (a) As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for

and/or services to the City by various segments of its community. Such programs may result in individuals performing work for the City that is considered bargaining unit work. Such programs include, but are not limited to, youth training and/or employment programs, adult training and/or employment programs, vocation rehabilitation programs, work study and student intern programs, court-ordered community service programs, volunteer programs and other programs with similar purposes. Some examples of such programs already in effect include SummerWorks Internships, Youth Conservation Crew (YCC), Work Study, MECOP/CECOP, Hatfield Fellowships, and the BTS Support Center Internship. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.

- (b) The City shall have the right to implement new internship or related public employment programs or expand its current programs beyond what exists as of the signature date of this Agreement, but where such new or expanded* program implementation involves bargaining unit work and results in a significant departure from existing practice, the City shall give thirty (30) days' advance written notice to the Union of such and upon receipt of a written request from the Union thereafter, the City shall engage in discussions with the Union on concerns raised by the Union. Creation of an internship or related public employment program shall not result in (1) a layoff of regular employees covered by this Agreement, or (2) the elimination of a regular budgeted position covered by this Agreement that recently had been occupied by a regular employee that performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.

*Expanded means a change in description of work different than the original job description or an increase in responsibility/level of autonomy beyond what was originally defined.

ARTICLE 19
WAGES

Section 1, Wage Schedule. The wage schedule set out in Schedule A of this agreement which are incorporated herein and attached hereto shall be the only wage rates.

For employees promoted during the term of this agreement, if the employee's salary prior to promotion is greater than or equal to the entry level for the higher classification, the employee's salary upon promotion shall be at the lowest step which results in a minimum three percent (3%) increase in pay. Progression from one salary step to the next, within a job classification, shall be on an annual basis.

Based upon bona fide recruitment needs, employees promoted during the term of this agreement may be placed on a step up to the midpoint of the salary range for the higher classification if approved by the director of the bureau. If the midpoint of the range is not a step, placement shall be at a step below the midpoint. Placement on a step above the midpoint of the salary range of the higher classification may be made with the approval of the Director of the Bureau of Human Resources.

Section 2, Impact Bargaining. If the City reclassifies any represented bargaining unit position(s), and there is a disagreement over whether the new classification remains in the bargaining unit or over representation of the new classification, the Union may request a meeting, to be held within ten (10) working days of the publication of the Notice of Personnel Action, to resolve the matter by mutual agreement prior to resorting to the procedures of ORS 243.682 to ORS 243.692. This process will not interfere with the City's rights to establish classifications, reclassify positions, set compensation for new classifications, or recruit, test and make appointments to positions. Any settlement relating to this section will be implemented on the date of the agreement or date specified by the parties.

Section 3, Working Out of Classification. Whenever an employee is temporarily assigned to a higher classification, that employee shall be paid the rate for the higher classification at the appropriate step that is at least three percent (3%) above the employee's normal rate of pay, up to the top of the scale for the higher classification. To be eligible under this section an employee must work out of classification for four (4) hours or more per shift.

Section 4, Pay Periods. The salaries and wages of employees shall be paid bi-weekly on Thursday of the appropriate week. In the event this day is a holiday, the preceding day shall be the payday.

Section 5, Reporting Time and Call Back Pay

- (a) Any employee who is scheduled to report for work on a regular schedule, and does so as scheduled, but where work is not available or made available, shall be excused from duty and paid at their regular rate of pay for that shift. Both the decision of whether work is available or cannot be made available and the decision to excuse an employee under this provision shall be made by the employee’s supervisor or designee.

- (b) **Physical Call Back.** Any employee who, after having left work at the end of their last shift, is ordered to return to work immediately to a City facility or another worksite or before their next workday shall be paid for a minimum of three (3) hours at the rate of time and one-half (1-1/2) of the employee’s regular rate. The “return to work” will commence at the time the employee receives the call and agrees to return to work. The “return to work” shall end when the employee leaves the last designation reporting location at the conclusion of the work. However, this provision does not apply when the overtime adjoins the employee’s regular shift.

- (c) **Technical Call Back.** An employee who after having left work at the end of their last shift, is ordered to return to work and is able to perform work remotely without reporting to a City facility or worksite, shall be paid for a minimum of one (1) hour at the rate of time and one-half (1-1/2) of the employee’s regular rate of pay. The “return to work” shall commence at the time the employee receives the call and agrees to return to work. The “return to work” shall end when the employee concludes the remote work. Work in excess of one (1) hour will be rounded up to the nearest fifteen (15) minutes.

Section 6, Standby Pay. Before the City requires bargaining unit employees to “standby” during their off-duty hours, the City and the Union representative will meet and discuss the impact of such a requirement.

If the City has not worked out a “standby” agreement with the Union and requires bargaining unit employees to “standby” during their off-duty hours, the employee shall receive one (1) hour pay at the straight time rate or, at the mutual agreement of the bureau and the employee, one (1) hour of compensatory time for each eight (8) hour shift of “standby” time. However, under no circumstances may an employee accrue more than one hundred twenty (120) hours of compensatory time off at any given time for any combination of overtime worked or “standby” hours. Work performed while on “Standby” will be paid in accordance with Sections 5 and 7 of this Article.

“Standby” shall be defined as a requirement that an employee remain available and fit for callout during non-working time. Employees are responsible for keeping their assigned telecommunications equipment in operation and for complying with their standby work assignment at all times. Failure to comply with the standby work assignments may subject employees to appropriate disciplinary actions.

The employee on standby must respond to the initial contact within one-half (1/2) hour. If the employee’s presence at the worksite is required, the employee must be able to report for work within a period of one-half (1/2) hour, absent unusual circumstances.

Section 7, Overtime.

- (a) Time and one-half (1.5) the employee’s regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours. Overtime will be paid in cash except, at the mutual agreement of the bureau and the employee, compensatory time computed at the applicable overtime rate shall be granted in lieu of overtime pay up to a total accrual of one hundred twenty (120) hours per calendar year. The compensatory time off shall be taken at a time mutually agreed upon by the employee and the employee’s supervisor. Any compensatory time remaining at the end of the calendar year automatically carries over to the next calendar year unless the employee and the bureau agree to a cash payout. An employee may have no more than 80 hours of accrued compensatory time at any time even if the employee has yet to accrue 80 hours in the calendar year.

- (i) All work performed by full-time employees in excess of their approved scheduled work shift;
 - (ii) All work performed in excess of forty (40) hours per week;
 - (iii) All work performed by full-time employees on any scheduled day off; and
 - (iv) All work performed on any of the holidays set forth in Article 11.
- (b) Overtime work opportunities shall be distributed as equally as reasonably possible to bureau qualified employees working within the same job classification. The distribution of overtime shall be equalized as nearly as possible over each six (6) month period.

Section 8, Shift Differential.

- (a) In addition to the established wage rates, the City shall pay an hourly shift differential premium for the following shifts:

Shift	Shift begins between the hours of:	Rate
Second/Swing	12:00pm – 6:59pm	\$1.69
Third/Night	7:00pm – 5:59am	\$2.25

- (b) Shift premiums shall not apply during hours when earning overtime or when on vacation, sick leave, or any other paid leave of absence.
- (c) Shift differential shall be adjusted annually on July 1 to reflect the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI- W) for West Class Size A (as measured by the annual change in the index between the 2nd Half two (2) years previous and the 2nd Half of the previous year), published by the Bureau of Labor Statistics, U.S. Department of Labor.
- (d) The shift differential described in subparagraph (a) above shall not apply when an employee requests, and the bureau approves, their shift to have a starting time prior to 6:00 A.M. Such shift agreement shall be in writing with a copy provided to the Union.

Section 9, Materials Testing Laboratory Sample Response Pay. If an employee is required to report to work outside of their scheduled work shift for less than a four (4) hour period to retrieve or analyze a laboratory sample, they shall be paid Material Testing Laboratory Sample Response Pay. Employees shall be paid one-half (1/2)-hour pay plus time actually worked at the appropriate overtime rate. If the employee is instructed or agrees to work for at least four (4) hours, the additional one-half (1/2) hour pay shall not be included. Employees are only eligible for this provision when Call Back and Standby Pay does not apply.

Section 10, Team Lead. Team Leads do not receive additional pay beyond their class rate and shall be limited in their scope of responsibility to the routine work that is equivalent to other co-workers while performing additional duties as a mentor and directing work for team members. Team Leads may serve as a project leader and may assign, and review work being performed by team members. A Team Lead may not perform supervisory duties regarding hiring, firing, or disciplinary actions; they may provide background and personal observation, input, and information necessary for the Manager to make supervisory decisions. The Manager is ultimately responsible for the final evaluation or disciplinary action of a team employee.

Section 11, Expanded Transfer. Employees may transfer to any job which has a maximum rate of not more than 20% above the maximum rate of the job class from which they transfer. Transfers below or above an employee's current classification must meet these requirements:

- (a) The employee selected for transfer must meet the qualifications of the job classification as determined by the Director of the Bureau of Human Resources or designee.
- (b) Approval by the affected hiring authorities and the Director of the Bureau of Human Resources or designee.
- (c) No layoff list can exist for the classes to which transfers are sought.
- (d) There are no qualified injured workers available.
- (e) A posted, Citywide competitive process, evaluating all interested employees, is used in selecting the employee for the position, unless

waived by the Director of the Bureau of Human Resources because an employee whose position is being eliminated or who is being bumped as a result of the elimination of a position is selected for the transfer.

- (f) Does not involve movement from journey to supervisory or supervisory to managerial levels.

An employee who transfers to a different job class under this provision shall serve a probationary period as prescribed in the City's Human Resources Administrative Rules on Probationary Period or the applicable labor agreement. An employee who fails to complete the probationary period following transfer shall be subject to the provisions of the City's Human Resources Administrative Rules on Probationary Period.

The terms of this provision are intended to apply to employees both within and outside the PROTEC17 bargaining unit.

Section 13, Hazardous Assignment Premium. The City will pay a premium of eight percent (8%) per hour on an employee's regular rate of pay for actual time worked rounded up to the nearest whole hour to employees who are required to be HAZWOPER trained and maintain that certification and who must wear special personal protective equipment (must include positive pressure respirators and or safety suits) and/or Level "B" PPE only while:

- 1) engaged in work inside a permit required confined space as defined by OSHA; or
- 2) connecting chlorine cylinders or responding to liquid chlorine alarms; or,
- 3) performing work in areas designated by the City as having contaminated soils (i.e., heavy metals). Note: Employees must complete forty (40) hours of hazardous materials training to perform work in contaminated soils; or
- 4) receiving bulk shipments of chemicals; or
- 5) performing maintenance and repair on piping and systems that can contain potentially hazardous chemicals.

ARTICLE 20
SENIORITY

Section 1, Classification. All classifications will be designated as either a Generalist classification or a Specialist classification.

- (a) A Generalist classification is one in which all positions belong to the broad definition of the classification.
- (b) A Specialist classification is one in which all positions have been allocated to two or more specialty designations within the classification.

Section 2, Seniority for Layoff. Classification seniority for purposes of layoff and recall shall be determined as the length of continuous service, from the date of regular appointment to the classification. Continuous service shall be broken, and accrued seniority canceled, by resignation, dismissal, or retirement. However, seniority shall continue to accrue during layoff, disability retirement and approved leaves of absence.

- (a) An employee shall continue to accrue classification seniority in previously held classifications in which they held regular status as a result of accepting regular appointment to another classification.
- (b) The specialties within a specialist classification shall be treated as separate classifications.
- (c) Employees in a specialty classification shall accrue classification seniority only in specialties in which they hold regular status.
- (d) Voluntary demotion shall not displace another employee and shall cancel seniority entitlement to the higher class until reinstatement. In the event of a voluntary demotion, seniority unless otherwise established, begins upon the date of regular appointment to the demoted classification.
- (e) Seniority upon reinstatement from a voluntary demotion or reinstatement to City employment under the City's Human Resources Administrative Rules shall be adjusted to include previous regular time in the classification.

- (f) In the event of a reclassification resulting in regular appointment in the new classification, seniority for the incumbent unless otherwise established, shall be retroactive to the date the written request for reclassification and all required supporting documentation were filed with the Director of the Bureau of Human Resources.

Section 3, Specialties. If the City changes the criteria it uses for determining whether a PROTEC17 position warrants a specialty or adds a specialty for PROTEC17 represented positions, it must notify the Union. Upon notification, the Union shall have ten (10) working days to demand to bargain. If no demand to bargain is made, the City may implement the change or addition. If the Union demands to bargain, the parties will bargain under the provisions of ORS 243.692.

Section 4, Consolidated Seniority.

- (a) Seniority in a consolidated job classification shall be equal to the total permanent service in all job classes included in the consolidated classification.
- (b) Employees who held status in a selective certification on September 29, 1993, shall retain seniority in the new specialty created to replace the base (Generalist) concept. (See APPENDIX A)
- (c) Employees who are allocated to the City Planner II classification as result of the 2001 COPPEA Classification Study shall be granted seniority in the City Planner I and City Planner II classifications equal to their total seniority as a Planner. Employees hired as a City Planner II after June 5, 2002, shall accrue seniority only in the City Planner II classification.

Section 5, Transfers.

- (a) An employee who has been permanently appointed to a specialty position may be transferred to a position in another specialty in that classification with the provision that they must pass a six (6) month probation period (12 months for part-time or job-share) in the new specialty.

- (b) An employee permanently appointed to a position in a Tech I, Tech II or Tech III successor classification may be transferred to a position in any other successor classification at the same level with the provision that they must pass a six (6)-month probation period (12 months for part-time or job share) in the new classification. For the purpose of this provision, the successor classes are as follows:
- (c) Tech I successor classes are: CAD Tech I, Development Services Tech I, Engineering Tech I, Environmental Tech I, GIS Tech I, Materials Testing Tech I, ROW Agent I.
- (d) Tech II successor classes are: CAD Tech II, Development Services Tech II, Engineering Tech II, Environmental Tech II, GIS Tech II, Materials Testing Tech II, ROW Agent II, TDM Spec I.
- (e) Tech III successor classes are: CAD Tech III, Development Service Tech III, Development Services Project Coordinator, Engineering Tech III, GIS Tech III, Materials Testing Tech III, ROW Agent III, TDM Spec II, Capital Projects Manager I.

Section 6, Regular Part-Time Employees. Seniority for regularly appointed employees in regular part-time or job share positions shall be calculated in the same manner as full-time employees. Regular part-time employees and job share employees shall have the same layoff and recall rights as permanent full-time employees.

Section 7, Seniority While on Leave. Employees shall accrue seniority while on any leave of absence granted under the provisions of this agreement. (See Article 15, Section 7 for return from leave rights.)

ARTICLE 21 DISCIPLINE AND DISCHARGE

Section 1, Discipline.

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

- (b) Disciplinary action may be imposed upon an employee only for just cause. Disciplinary action imposed on any employee may be processed as a grievance through the regular grievance procedure except for an employee who fails to successfully complete the probationary period. Notification of failure to complete the probationary period shall be furnished to the Union.
- (c) If the City has reason to reprimand the employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- (d) If the City has reason to discuss any disciplinary action or the possibility of any disciplinary action, the employee shall be given the option of having a Union representative present at any such meeting. The City shall make every effort to also notify the Union Representative when an employee has been or will be scheduled for an investigatory meeting. Failure to notify the Union is not grievable.
- (e) Records of oral and written reprimand not involving other disciplinary action, shall be removed from an employee's personnel file after one year, on the employee's request, provided in the judgment of the City the employee has taken the specified corrective action and has received no other disciplinary actions. Approval to remove such material from the file shall not be unreasonably withheld.

Section 2, Performance Improvement Plan. If the Union, the City, and the affected employee agree, a Performance Improvement Plan (PIP) may be used in place of the disciplinary steps prior to discharge in cases of documented employee performance problems. It is the intent of the City and Union that a PIP shall only be used following prior management actions regarding employee performance including performance evaluations, coaching, or formal disciplinary steps.

In general, a PIP should have a positive tone, clearly set out performance expectations, set a timeline and milestones for check-ins on performance, resources provided by management and shall clearly define successful completion as well as consequences of failure to improve performance, up to and including discharge. The content of the PIP will be mutually agreed upon by the Union, City, and affected employee. The City

or Union's offer or refusal to agree to a PIP shall not be used against them in the grievance procedure.

Section 3, Discharge. The City shall not discharge without just cause any employee who has completed the probationary period. If the City feels there is just cause for discharge, the employee involved shall be placed on suspension with pay for a period of ten (10) calendar days. The employee and the Union shall be advised in writing of such suspension and possible discharge, the reasons therefore, and that the employee's employment with the City will be deemed terminated at the end of such period; provided, however, that it is the purpose of this ten (10) day period to permit an investigation of the matter and to allow the employee and/or the Union to present any information considered relevant. The Union may take up a discharge as a grievance in the manner described in Article 22, Section 4.

Section 4, Remedial Action. Any employee found to be unjustly suspended or suspended for an unreasonable length of time shall receive compensation for lost time to the extent deemed equitable under all of the circumstances. Any employee found to be unjustly discharged shall be reinstated with full restoration of all or any part of lost time to the extent necessary for fair treatment.

Section 5, Civil Service Board. Upon appeal of any discharge, demotion or suspension before the Civil Service Board, any grievance filed under this Section will be withdrawn.

ARTICLE 22 SETTLEMENT OF DISPUTES

Section 1, General. To promote better City-employee relationships, both parties pledge their immediate cooperation to settle any grievances that might arise out of alleged violations of this agreement, and the following procedure shall be the sole procedure used for that purpose. Grievances concerning alleged discipline without just cause shall be processed under this Article. 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 side bar agreement is approved in writing by the President of the Union and the Director of the Bureau of Human Resources.

Section 2, Contents of Grievances and Responses.

- (a) Step 1 and Step 2 grievances shall be in writing and clearly identified as a “Grievance” and shall include the following information:
 - (i) the date the grievance is filed;
 - (ii) the name of the grievant(s);
 - (iii) the article(s) of this agreement alleged to have been violated, or the discipline alleged to have been imposed without just cause, hereafter referred to as the “grievance matter”;
 - (iv) the place, date and time the grievance matter occurred;
 - (v) a short narrative explaining the facts and reasons supporting the grievance; and
 - (vi) the remedy being sought. All grievances filed during the time period described in Section 3 (b) below shall be deemed timely. Upon request of the City, any missing information shall be supplied in a timely manner.

- (b) All responses to grievances shall be in writing and clearly identified as a “Grievance Response.” All responses to grievances shall be sent to the aggrieved employee(s) with copies to the Union and to the Director of the Bureau of Human Resources. All responses to grievances shall include the following information:
 - (i) the date of the response to the grievance;
 - (ii) the name of the person making the response;
 - (iii) the decision affirming or rejecting the grievance;
 - (iv) the proposed remedy if the grievance is affirmed;

- (v) and a short narrative explaining the facts and reasons supporting the affirmation or rejection of the grievance.

Section 3, Time Periods and Procedure.

- (a) For purposes of this article, all days are calendar days. Day Zero (0) is the day the grievance matter occurred, or the employee or the Union became aware of its occurrence. Day Zero for disciplinary actions is the day of receipt of the letter imposing disciplinary action or the effective date of a suspension, demotion, or discharge. Time limits may be extended by mutual agreement.

The parties may agree that the grievance is more appropriately filed with the Bureau of Human Resources or to waive the initial steps of the grievance procedure and proceed to Step 2 upon mutual agreement.

- (b) **Informal Step:** Before initiating a formal written grievance at Step 1, the aggrieved employee(s) shall attempt to resolve the matter informally with the employee's immediate supervisor. The employee shall notify the Union, and a representative of the Union shall be given the opportunity to be present at any meeting under this section. The employee or the Union will inform the immediate supervisor if they file a formal grievance.
- (c) **Step 1.** The aggrieved employee(s), or the Union, with or without the consent of the aggrieved employee(s), shall file a grievance with the Bureau Director within twenty-one (21) days of when the matter giving rise to the grievance occurred.

The Bureau Director or designee who has received the grievance in the first step of the process shall have fourteen (14) calendar days to respond to the grievance.

- (d) **Step 2.** If the grievance matter remains unresolved, the aggrieved employee(s), or the Union, with or without the consent of the aggrieved employee(s), shall have the right to seek resolution of the grievance matter from the Director of the Bureau of Human Resources within fourteen (14) days after the Step 1 response is received or due.

The Director of the Bureau of Human Resources shall have fourteen (14) calendar days to respond to the grievance.

- (e) **Step 3.** If the grievance matter remains unresolved, only the Union, with or without the consent of the aggrieved employee(s), shall have the right to seek resolution of the grievance matter through arbitration or mediation. If the Union fails to exercise its right to request arbitration or mediation of the grievance matter within fourteen (14) days after the Step 2 response is received or due, the right to arbitrate or mediate the grievance matter terminates.

Section 4, Discharge. The Union shall have the right to grieve the discharge of an employee through arbitration. A grievance over a discharge must be filed in writing with the employee's Bureau Director, with a copy to the Director of the Bureau of Human Resources, no later than fourteen (14) days after the effective date of the discharge. If the grievance matter is not resolved at the Bureau Director level, only the Union, with or without the consent of the aggrieved employee(s), shall have the right to seek resolution of the grievance matter through arbitration. The Union's right to request arbitration of the grievance matter begins twenty-one (21) days after the effective date of the discharge and ends thirty-five (35) days after the effective date of the discharge.

Section 5, Mediation. Mediation may be engaged by the mutual consent of the Union and the Bureau of Human Resources. If the grievance matter is not resolved by mediation, only the Union, with or without the consent of the aggrieved employee(s), shall have the right to seek resolution of the grievance matter through arbitration. The Union's right to request arbitration of the grievance matter begins on the last day of mediation and terminates fourteen (14) days after the last day of mediation.

Expenses for the mediator's services and the proceedings shall be borne by each party in equal share.

Section 6, Arbitration. The Union must exercise its right to request arbitration by providing written notice to the Director of the Bureau of Human Resources. After notification, the parties or their representatives shall jointly request the Employment Relations Board for a list of names of seven (7) arbitrators from Oregon and Washington. 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 City 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; provided that, if the Union unilaterally withdraws a grievance, with or without prejudice, or the City unilaterally grants a grievance, that party shall be solely responsible for any resulting arbitrator cancellation fees. However, each party shall be responsible for any other expenses incurred by them.

Section 7, The Union Grievance Committee.

- (a) The names of union stewards who may represent employees shall be provided in writing to the City by the Union, and the individuals so designated shall constitute the Union Grievance Committee.
- (b) Union stewards will make every effort to investigate grievances and process them during hours which will not interfere with City operations or take employees off their jobs. However, where it is reasonably necessary to investigate the grievance during working hours, this will be done without loss of pay to employees whose presence in such investigation and processing is necessary.

ARTICLE 23
PROFESSIONAL DEVELOPMENT

The Union and the City mutually recognize the benefit of professional development for members of the Union.

Section 1, Professional Development Fund.

1. The City shall fund a Professional Development account in the amount of \$ 225,000 for each fiscal year of this agreement.
2. At the end of each fiscal year any unexpended account monies up to \$40,000 shall be carried over and added to the next fiscal year's fund. If, at the end of a fiscal year more than \$40,000 remains in the fund, the entire unexpended account monies shall be returned to the City.
3. Administrative assistance for administering the fund up to \$50,000 annually may be deducted from the fund to cover those costs provided, however, that all such funds must be accounted for and a report of expenditures for this purpose will be provided annually to PROTEC17. In addition, the City will confer with PROTEC17 about measures to reduce these administrative costs and implement measures as agreed.
4. Monies from this account may be used by an employee for any of the following, provided it pertains to their current position, or for another City position in their classification series or in reasonably related work:
 - A. Fees and/or tuition to professional development seminars, classes, workshops, and conferences.
 - B. Training and education materials, and services that may assist the employee in his/her professional development. Items such as these must be turned over to the Bureau upon separation from the City.
 - C. Licenses, certifications, and professional dues not paid by the employee's bureau.
5. The account shall be administered by a four (4) member Professional Development Committee. Two (2) members of the Professional

Development Committee shall be appointed by PROTEC17 and two (2) members by the Director of the Bureau of Human Resources.

6. The Bureau of Human Resources will establish accounting procedures for the fund in accordance with all applicable Federal, State, and Municipal Laws.
7. Professional Development Committee decisions shall be made by consensus. The Committee shall establish committee decision-making processes and criteria for approval of Professional Development requests.
8. Release time to attend professional development seminars, classes, workshops, and conferences shall be subject to approval by the City, which shall not be unreasonably denied when the training is directly related to the employee's City job.
9. An employee shall be eligible for reimbursement after ninety (90) days service with the City.
10. **Professional Development Fund Workgroup.** Upon ratification of the agreement, the City and the Union will form a workgroup to review and create recommendations for making changes to the Professional Development Plan document, including opportunities for increased accessibility to the fund with the City paying upfront costs related to instructor-led coursework and conferences. This workgroup will be expected to meet and provide a written recommendation to the Chief Human Resources Officer by October 1, 2022. Additional expectations of the workgroup are as follows:
 - a) The workgroup will be comprised of equal members of the City and the PROTEC17, with each side having six (6) members. Members of the workgroup will determine the frequency and duration of their meetings.
 - b) The workgroup will review current practice and applicable legal and tax requirements and put forth a recommendation to switch to a model where the City pays the upfront costs for instructor-led courses and conferences, versus the practice of the current reimbursement model.

- c) Impacts of required staffing support and technology and budget implications, including an increase to the administrative assistance fee, to support the process change will be identified as part of the recommendation, and the implications considered and addressed prior to the implementation of the new process.
 - d) Any recommendations of the workgroup will only be effective if City Council adopts them by ordinance. The target date for any recommendations adopted as a result of the committee will be July 1, 2023.
11. Except for the City funding of this program, Article 23 is not subject to the grievance procedure.

Section 2, Professional Development Plans

1. A professional development plan (PDP) is a formal method through which a member of the bargaining unit may request to engage in a collaborative discussion with their bureau manager or supervisor to propose areas of skill, knowledge, or ability they wish to increase or expand related to their current job or towards career advancement.
2. The City and Union agree to the creation of a PDP program.
3. The City and Union agree to establish a process to request and track PDPs and create a report that will provide the following information:
 - Employee Name
 - Date of Request
 - Employee Current Job Classification
 - Employee's supervisor who will be working with them on the PDP
4. The City and the Union will establish a Labor Management Workgroup (Professional Growth Opportunities Workgroup) on professional development opportunities.
 - a) The parties will meet starting 60 days from ratification of this Agreement by both the Union and City Council.

- b) The goal of the Professional Growth Opportunities Workgroup is to evaluate existing professional development programs from bureaus that have potential to be scaled up to other bureaus and to develop a more transparent path for potential career advancement. Workgroup members shall work together to formulate proposals that shall be submitted to bureau directors for recommended implementation.
- c) The initial Workgroup will be composed of one (1) management representative and one (1) union representative from each bureau where the bargaining unit represents employees and two (2) representatives from the Employee and Labor Relations Team.
- d) Members of the Workgroup will determine the frequency and duration of their meetings, but it shall be no less than once per quarter for the duration of the Agreement or sooner if the Workgroup deems their goals are met. At eighteen (18) months, the Workgroup will evaluate the need to extend or terminate the workgroup. The decision will be made by consensus of the group.
- e) Members of the committee shall be allowed to attend committee meetings during normal work shift hours with no loss in pay.
- f) The recommendations of the Workgroup will be reduced in writing and submitted to bureau-specific management.

ARTICLE 24
REASONABLE SUSPICION OF DRUG OR ALCOHOL USE

Section 1, Definitions. For purposes of this Article, the following definitions apply.

- a. **Reasonable suspicion:** a legal standard of proof that is less than probable cause, but more than a “hunch.” It must be based on specific, contemporaneous, articulable observations by a trained manager or supervisor concerning the appearance, behavior, speech, or odors from an employee.

- b. **Alcohol:** colorless, volatile, and flammable liquid that is the intoxicating agent in fermented and distilled liquors. Includes, but is not limited to, beer, wine, and liquor.
- c. **Drugs:** any controlled substance included in ORS 457.005, including marijuana, or prescribed drugs which have not been legally obtained or are not being used for the purpose for which they were prescribed.
- d. **Drug paraphernalia:** any item which is clearly intended for use for the administering, transferring, manufacturing, testing, or storing of a drug.

Section 2, Reasonable Suspicion. The City reserves the right to determine whether reasonable suspicion exists. Only managers and supervisors trained in the signs and symptoms of drug and alcohol use may refer employees for reasonable suspicion testing. Circumstances which constitute a basis for determining “reasonable suspicion” may include, but are not limited to, direct observation of any of the following:

- a. on-duty use or possession of alcohol;
- b. on-duty use or possession of drugs or drug paraphernalia;
- c. on-duty odor of alcohol;
- d. on-duty physical symptoms of drug or alcohol use (e.g., glassy or bloodshot eyes, slurred speech, poor coordination or reflexes);
- e. on-duty indications of chronic and/or withdrawal effects of alcohol or drugs;
- f. pattern of abnormal conduct, erratic behavior or deteriorating work performance which can be reasonably attributed to alcohol or drug use.

For purposes of determining reasonable suspicion, the City prefers two supervisors observe and document behavior; however, if two are unavailable, then one supervisor may take action.

Section 3, Refusal to Consent to Testing. Where the City has reasonable suspicion to believe that an on-duty employee possesses or is under the influence of alcohol or drugs, including marijuana, the City may require that the

employee immediately consent and submit to a urine and breathalyzer test. The City shall pay the cost of the tests, and employees will be paid for time spent in the testing process. A refusal to consent and submit to such tests shall subject an employee to discipline up to and including termination. Refusal to consent and submit means:

- a. refusing a directive to submit to a required test;
- b. inability to provide a urine specimen or breath sample without a valid medical reason confirmed by a physician;
- c. tampering, adulterating, or substituting a specimen or any other attempt to defeat or obstruct an alcohol or drug test;
- d. leaving the collection site before the testing process is complete
- e. failing to permit an observed collection when required;
- f. failing to submit to a second test when required;
- g. failing to undergo a medical evaluation when required;
- h. failing to cooperate with any part of the testing process.

When an employee is notified that testing is required, the employee may request the presence of a Union representative. Testing may not be delayed for more than 15 minutes in order to wait for a representative. The absence of a representative shall not be grounds for the employee to refuse to consent and submit to testing. The presence of a representative shall not disrupt or interfere with the tests.

ARTICLE 25

REDUCTIONS IN WORKFORCE AND LAYOFFS

Section 1, Prior to reductions in workforce.

- (a) In the event that City economic indicators demonstrate the need for layoffs within the bargaining unit, the City shall notify the Union to meet

and discuss the economic impacts. The City and the Union mutually agree to put forth a good faith effort to arrive at alternatives to layoff. Prior to the implementation of such mutually agreed upon alternatives shall be ratified by union membership and authorized by City Council. The City and the Union agree that failure to notify the union and engage in the discussion process is subject to the grievance procedure and the results of the process are not subject to the grievance procedure.

1. Alternatives to layoffs that may be considered for cost savings may include but are not limited to:
 - Accept a vacancy outside home bureau;
 - Temporary reduction in schedules;
 - Participation in State or Federal programs, like Workshare;
 - Extended temporary leave with benefits;
 - Furloughs;
 - Severance incentives

Section 2, Layoff.

- (a) In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in the classification in which the work force is being reduced subject to sections (b) and (c) below. No layoffs or reduction to a lower classification shall be executed as long as there are temporary employees serving within the affected classification.
- (b) A tie in classification seniority shall be broken and greatest seniority determined first by the highest score on the eligible list from which appointment was made; if a tie remains, then, the greatest length of service with the City; if a tie remains, then, the date and time of receipt of the application by the Bureau of Human Resources; if a tie remains, then, any standardized and equitable procedure as developed by the Director of the Bureau of Human Resources.
- (c) When an employee is laid off due to a reduction in the work force that employee shall be permitted to exercise seniority rights to replace other employees in the sequence described below, providing such employee has greater seniority than the employee who is being replaced, and further providing the replacing employee is qualified to perform the work of the

employee who is being replaced. Any disagreement as to the qualifications of employees in regard to this section may be taken up through the grievance procedure.

1. The employee is placed in a vacancy in the same classification/specialty within the employee's assigned bureau.
 2. If no such vacancy exists, the employee displaces the least senior employee in the same classification/specialty.
 3. If none, the employee is placed in a vacancy in the same classification/specialty City-wide.
 4. If no such vacancy exists, the employee displaces the least senior employee in the same classification/specialty City-wide.
 5. If none and the employee previously held status in another specialty in the same classification, then steps 1 – 4 are repeated for that specialty.
 6. If none and the employee previously held status in a lower classification/specialty, then steps 1 – 4 are repeated for that classification/specialty.
 7. If the employee exhausts all options in steps 1 -6 then they are laid off.
- (d) Employees shall be called back from layoff according to total City seniority in the classification from which the employee was laid off. Employees who were displaced to a part-time position as result of a layoff shall have the right to be called back to a full-time position. No new employee shall be hired in any classification until all employees on layoff status in that classification/specialty have had an opportunity to return to work. Laid off employees reappointed to bureaus other than the one from which they were laid off shall remain on a bureau reemployment list, in seniority order, for certification to their original bureau, unless they shall waive in writing such certification. The right to be so certified shall remain in effect

until they shall have acquired seniority equal to the seniority they had in the bureau from which they were laid off.

Section 3, Layoff due to new technology.

- (a) If an employee is laid off under the provisions of Article 4, Section 6 and has no bumping options available under this Article, they may request the following assistance from their Bureau's Human Resources Business Partner within seven (7) calendar days of receipt of notice that there is no position available to which the employee is qualified to bump, and he will be subjected to layoff.

The Bureau of Human Resources will provide the following assistance to place the employee in any vacancy for which the employee possesses the required qualifications:

1. Assess the employee's qualifications.
 2. Review the employee's resume and provide feedback. Assist the employee to revise his resume if requested.
 3. Provide the employee with information on the recruitment process.
 4. Inform the employee of appropriate vacancies.
 5. Allow the employee to participate in limited recruitments.
 6. Provide the name and qualifications of the employee to hiring managers for consideration when filling vacancies.
 7. Hiring bureaus will be required to interview qualified candidates and give them priority consideration when filling vacancies.
- (b) This assistance, if requested, will be provided until the employee is recalled under the provisions of this Article or for a period of six (6) months from the date of the final notice of layoff whichever occurs first. This assistance does not guarantee that the employee will be placed in a vacant City position.

If the employee obtains a permanent position with the assistance described above, their name will be removed from the layoff list for recall to their former position.

Section 4, Benefits Upon Layoff/Recall

- (a) Leave accruals upon recall shall be administered in accordance with Human Resources Administrative Rule 7.06.
- (b) Employees who leave City employment due to workforce reductions shall be paid for all vacation leave, deferred holidays, and comp time accruals.

Ratification

This successor labor Agreement for the period January 1, 2022 to June 30, 2025, ratified by a majority vote of the General Membership of the Union on June 27, 2022 and ratified by the Portland City Council through Ordinance No. 190914 as amended on July 13, 2022.

IN WITNESS THEREOF, the parties hereto have set their hands.

FOR THE CITY:

Ted Wheeler, Mayor

Mary Hull Caballero, City Auditor

APPROVED AS TO FORM:

Alan Yoder, Deputy City Attorney

FOR THE UNION:

Karen Estevenin, Executive Director

Rachel Whiteside, Union
Representative

Paul Cone, Bargaining Committee

Rachel Burlington, Bargaining
Committee

Emily Wilson, Bargaining Committee

Michael Goins, Bargaining Committee

Janet Strahl, Bargaining Committee

Andrew Neuman, Bargaining
Committee

Emily Tabachnick, Bargaining
Committee

Rebecca Sherman, Bargaining
Committee

Kevin Bond, Bargaining Committee

SCHEDULE "A": Salary Rates and COLA

YEAR ONE - Effective July 1, 2022, Schedule "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "B" 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 (CPI-W) (as measured by the annual change in the index between the 2nd Half 2020 and the 2nd Half 2021) for the West Class Size A Cities, published by the Bureau of Labor Statistics, U.S. Department of Labor. Year One COLA is five percent (5.0%).

YEAR TWO - Effective July 1, 2023, Schedule "B" wage rates will be revised as follows: Salary rates for classifications in Schedule "B" for the period July 1, 2023 to June 30, 2024 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 the 2nd Half 2021 and the 2nd Half 2022) for the West Class Size A Cities, 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, 2024, Schedule "B" wage rates will be revised as follows: Salary rates for classifications in Schedule "B" for the period July 1, 2024 to June 30, 2025 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index between the 2nd Half 2022 and the 2nd Half 2023) for the West Class Size A Cities, 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%).

See separate Schedule A Wage Rates (Effective July 1, 2022)

Schedule A - Salary Rate 7-1-2022

Job ID	Pay Grade	Job Title	Rate Type	Step 1	6 Months	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
30000201	SCLO1310	Applications Analyst I-Generalist	Hourly	36.93		38.78	40.71	42.75	44.89	47.13	48.03	
30000202	SCLO1320	Applications Analyst II-Data	Hourly	39.96		41.96	44.06	46.26	48.57	51.01	51.96	
30000203	SCLO1320	Applications Analyst II-Generalist	Hourly	39.96		41.96	44.06	46.26	48.57	51.01	51.96	
30000205	SCLO1330	Applications Analyst III-GIS,Vertical	Hourly	44.11		46.32	48.64	51.06	53.61	56.30	59.12	
30000204	SCLO1330	Applications Analyst III-Generalist	Hourly	44.11		46.32	48.64	51.06	53.61	56.30	59.12	
30000206	SCLO1340	Applications Analyst IV-GIS,Enterprise	Hourly	46.04		48.34	50.76	53.30	55.97	58.76	61.70	64.79
30000207	SCLO1340	Applications Analyst IV-Generalist	Hourly	46.04		48.34	50.76	53.30	55.97	58.76	61.70	64.79
30001234	SCLO1340	Applications Analyst IV-Web Developer	Hourly	46.04		48.34	50.76	53.30	55.97	58.76	61.70	64.79
30000314	SCLO1190	Architect	Hourly	39.86		41.87	43.97	46.12	48.49	50.90		
30001584	SCLO1100	Botanic Spec I-Community Gardens	Hourly	33.54		35.24	37.00	38.84	40.79	42.83		
30000878	SCLO1100	Botanic Spec I-Forestry	Hourly	33.54		35.24	37.00	38.84	40.79	42.83		
30000315	SCLO1100	Botanic Spec I-Generalist	Hourly	33.54		35.24	37.00	38.84	40.79	42.83		
30001333	SCLO1100	Botanic Spec I-Trails	Hourly	33.54		35.24	37.00	38.84	40.79	42.83		
30000316	SCLO1100	Botanic Spec I-Youth & Comnty Programs	Hourly	33.54		35.24	37.00	38.84	40.79	42.83		
30000317	SCLO1120	Botanic Spec II-Arboretum Collection	Hourly	35.30		37.05	38.96	40.88	42.92	45.05		
30000318	SCLO1120	Botanic Spec II-Community Gardens	Hourly	35.30		37.05	38.96	40.88	42.92	45.05		
30000319	SCLO1120	Botanic Spec II-Environmental Education	Hourly	35.30		37.05	38.96	40.88	42.92	45.05		
30001005	SCLO1120	Botanic Spec II-Forestry	Hourly	35.30		37.05	38.96	40.88	42.92	45.05		
30000320	SCLO1120	Botanic Spec II-Generalist	Hourly	35.30		37.05	38.96	40.88	42.92	45.05		
30000321	SCLO1120	Botanic Spec II-Ntrl Resource Ecologist	Hourly	35.30		37.05	38.96	40.88	42.92	45.05		
30000322	SCLO1120	Botanic Spec II-Pest Mgmt	Hourly	35.30		37.05	38.96	40.88	42.92	45.05		
30000323	SCLO1120	Botanic Spec II-Rose Garden	Hourly	35.30		37.05	38.96	40.88	42.92	45.05		
30003804	SCLO1460	Botanic Spec III-Arboretum Collection	Hourly	38.06		39.96	41.97	44.06	46.26	48.58		
30003802	SCLO1460	Botanic Spec III-Ntrl Resource Ecologist	Hourly	38.06		39.96	41.97	44.06	46.26	48.58		
30003803	SCLO1460	Botanic Spec III-Rose Garden	Hourly	38.06		39.96	41.97	44.06	46.26	48.58		
30003378	SCLO1450	Botanic Tech I - Green Infrastructure	Hourly	26.67		27.99	29.41	30.90	32.38	34.05		
30003379	SCLO1350	Botanic Tech II - Green Infrastructure	Hourly	29.34		30.80	32.35	33.99	35.62	37.45	39.32	
30000831	SCLO1450	Botanic Technician I	Hourly	26.67		27.99	29.41	30.90	32.38	34.05		
30001383	SCLO1350	Botanic Technician II	Hourly	29.34		30.80	32.35	33.99	35.62	37.45	39.32	
30003800	SCLO1004	Botanic Technician, Trainee-Generalist	Hourly	22.03								
30003801	SCLO1004	Botanic Technician, Trainee-Green Inf	Hourly	22.03								
30000311	SCLO1040	Building/Landscape Designer I	Hourly	29.80		31.29	32.83	34.48	36.23			
30000312	SCLO1060	Building/Landscape Designer II	Hourly	33.15		34.74	36.52	38.30	40.25			

30000331	SCL01190	CAD Analyst	Hourly	39.86	41.87	43.97	46.12	48.49	50.90		
30000328	SCL01450	CAD Technician I	Hourly	26.67	27.99	29.41	30.90	32.38	34.05		
30000329	SCL01090	CAD Technician II	Hourly	33.15	34.74	36.52	38.30	40.25	42.29		
30000330	SCL01190	CAD Technician III	Hourly	39.86	41.87	43.97	46.12	48.49	50.90		
30000399	SCL01190	Capital Project Manager I	Hourly	39.86	41.87	43.97	46.12	48.49	50.90		
30000313	SCL01470	Capital Project Manager II	Hourly	44.93	47.18	49.54	52.01	54.61	57.34		
30000700	SCL01340	Communications Engineer	Hourly	46.04	48.34	50.76	53.30	55.97	58.76	61.70	64.79
30002008	SCL01044	Community Garden Technician	Hourly	27.21	28.55	30.01	31.46	33.09	34.71	36.44	
30000335	SCL01190	Development Services Project Coord	Hourly	39.86	41.87	43.97	46.12	48.49	50.90		
30000332	SCL01450	Development Services Technician I	Hourly	26.67	27.99	29.41	30.90	32.38	34.05		
30000333	SCL01090	Development Services Technician II	Hourly	33.15	34.74	36.52	38.30	40.25	42.29		
30000334	SCL01190	Development Services Technician III	Hourly	39.86	41.87	43.97	46.12	48.49	50.90		
30000838	SCL01002	Development Services Technician Trainee	Hourly	20.10							
30000401	SCL01106	Electronic Systems Technician	Hourly	34.44	36.15	37.96	39.84	41.81	43.92	46.80	
30003046	SCL01300	Engineer II	Hourly	57.76	60.64	63.69	66.86	70.21			
30001734	SCL01240	Engineer-Bridge	Hourly	52.40	55.02	57.76	60.64	63.69			
30000364	SCL01240	Engineer-Chemical/Environmental	Hourly	52.40	55.02	57.76	60.64	63.69			
30000365	SCL01240	Engineer-Civil	Hourly	52.40	55.02	57.76	60.64	63.69			
30000366	SCL01240	Engineer-Electrical	Hourly	52.40	55.02	57.76	60.64	63.69			
30002333	SCL01240	Engineer-Fire Protection	Hourly	52.40	55.02	57.76	60.64	63.69			
30000367	SCL01240	Engineer-Geotechnical	Hourly	52.40	55.02	57.76	60.64	63.69			
30000368	SCL01240	Engineer-Mechanical	Hourly	52.40	55.02	57.76	60.64	63.69			
30000369	SCL01240	Engineer-Structural	Hourly	52.40	55.02	57.76	60.64	63.69			
30000370	SCL01240	Engineer-Traffic	Hourly	52.40	55.02	57.76	60.64	63.69			
30000357	SCL01210	Engineering Associate, Sr-Chemical/Envir	Hourly	45.32	47.52	49.91	52.40	55.02	57.76		
30000358	SCL01210	Engineering Associate, Sr-Civil	Hourly	45.32	47.52	49.91	52.40	55.02	57.76		
30000359	SCL01210	Engineering Associate, Sr-Electrical	Hourly	45.32	47.52	49.91	52.40	55.02	57.76		
30000360	SCL01210	Engineering Associate, Sr-Geotechnical	Hourly	45.32	47.52	49.91	52.40	55.02	57.76		
30000361	SCL01210	Engineering Associate, Sr-Mechanical	Hourly	45.32	47.52	49.91	52.40	55.02	57.76		
30000362	SCL01210	Engineering Associate, Sr-Structural	Hourly	45.32	47.52	49.91	52.40	55.02	57.76		
30000363	SCL01210	Engineering Associate, Sr-Traffic	Hourly	45.32	47.52	49.91	52.40	55.02	57.76		
30000353	SCL01150	Engineering Associate-Civil	Hourly	37.22	39.09	41.04	43.12	45.32	47.52	49.91	
30000354	SCL01150	Engineering Associate-Electrical	Hourly	37.22	39.09	41.04	43.12	45.32	47.52	49.91	
30000355	SCL01150	Engineering Associate-Mechanical	Hourly	37.22	39.09	41.04	43.12	45.32	47.52	49.91	
30000356	SCL01150	Engineering Associate-Structural	Hourly	37.22	39.09	41.04	43.12	45.32	47.52	49.91	

30000324	SCL01450	Engineering Technician I	Hourly	26.67		27.99	29.41	30.90	32.38	34.05		
30000325	SCL01090	Engineering Technician II	Hourly	33.15		34.74	36.52	38.30	40.25	42.29		
30000326	SCL01190	Engineering Technician III	Hourly	39.86		41.87	43.97	46.12	48.49	50.90		
30001810	SCL01250	Env Policy & Hazardous Materials Coord	Hourly	45.19		47.45	49.83	52.31	54.96	57.66		
30000459	SCL01230	Environmental Policy Analyst	Hourly	41.03		43.12	45.26	47.51	49.85	52.40	54.77	
30000662	SCL01200	Environmental Program Coordinator	Hourly	39.06		41.01	43.08	45.21	47.47	49.82	52.08	
30001908	SCL01190	Environmental Spec-Wildlife Biologist	Hourly	39.86		41.87	43.97	46.12	48.49	50.90		
30000339	SCL01190	Environmental Specialist-Generalist	Hourly	39.86		41.87	43.97	46.12	48.49	50.90		
30000337	SCL01450	Environmental Technician I	Hourly	26.67		27.99	29.41	30.90	32.38	34.05		
30000338	SCL01090	Environmental Technician II	Hourly	33.15		34.74	36.52	38.30	40.25	42.29		
30002037	SCL01190	Field Science Specialist	Hourly	39.86		41.87	43.97	46.12	48.49	50.90		
30002038	SCL01090	Field Science Technician	Hourly	33.15		34.74	36.52	38.30	40.25	42.29		
30002039	SCL01027	Field Science Technician Trainee	Hourly	24.73		25.96	27.27					
30000336	SCL01190	Fire Land Use Review Technician	Hourly	39.86		41.87	43.97	46.12	48.49	50.90		
30000341	SCL01450	GIS Technician I	Hourly	26.67		27.99	29.41	30.90	32.38	34.05		
30000342	SCL01090	GIS Technician II	Hourly	33.15		34.74	36.52	38.30	40.25	42.29		
30000343	SCL01190	GIS Technician III	Hourly	39.86		41.87	43.97	46.12	48.49	50.90		
30000371	SCL01030	Graphics Designer I	Hourly	24.73		25.96	27.27	28.65	30.03	31.57	33.15	
30000372	SCL01090	Graphics Designer II	Hourly	33.15		34.74	36.52	38.30	40.25	42.29		
30000373	SCL01190	Graphics Designer III	Hourly	39.86		41.87	43.97	46.12	48.49	50.90		
30000400	SCL01270	Hazardous Materials Coordinator	Hourly	47.70		50.10	52.58	55.21	57.99	60.86	63.92	
30000340	SCL01250	Hydrogeologist	Hourly	45.19		47.45	49.83	52.31	54.96	57.66		
30000217	SCL01360	Inf Syst Analyst, Principal-GIS-Enterprs	Hourly	49.47		51.94	54.54	57.27	60.12	63.14	66.29	69.60
30000880	SCL01360	Inf Syst Analyst, Principal-GIS,Vertical	Hourly	49.47		51.94	54.54	57.27	60.12	63.14	66.29	69.60
30000218	SCL01360	Inf Syst Analyst, Principal-Gen	Hourly	49.47		51.94	54.54	57.27	60.12	63.14	66.29	69.60
30000219	SCL01360	Inf Syst Analyst, Principal-Proj Mgmt	Hourly	49.47		51.94	54.54	57.27	60.12	63.14	66.29	69.60
30000220	SCL01360	Inf Syst Analyst, Principal-Security	Hourly	49.47		51.94	54.54	57.27	60.12	63.14	66.29	69.60
30000198	SCL01370	Inf Syst Tech Analyst I-Generalist	Hourly	29.20		30.66	32.19	33.80	35.49	37.26	39.69	
30000199	SCL01380	Inf Syst Tech Analyst II-Generalist	Hourly	32.54		34.17	35.88	37.66	39.55	41.53	43.66	
30000200	SCL01310	Inf Syst Tech Analyst III-Generalist	Hourly	36.93		38.78	40.71	42.75	44.89	47.13	48.03	
30000209	SCL01310	Inf Syst Tech Analyst III-Telecomm	Hourly	36.93		38.78	40.71	42.75	44.89	47.13	48.03	
30000210	SCL01320	Inf Syst Tech Analyst IV-Generalist	Hourly	39.96		41.96	44.06	46.26	48.57	51.01	51.96	
30000211	SCL01320	Inf Syst Tech Analyst IV-Telecomm	Hourly	39.96		41.96	44.06	46.26	48.57	51.01	51.96	
30000212	SCL01320	Inf Syst Tech Analyst IV-Vertical GIS	Hourly	39.96		41.96	44.06	46.26	48.57	51.01	51.96	
30000213	SCL01330	Inf Syst Tech Analyst V-Generalist	Hourly	44.11		46.32	48.64	51.06	53.61	56.30	59.12	
30001933	SCL01330	Inf Syst Tech Analyst V-Proj Mgmt	Hourly	44.11		46.32	48.64	51.06	53.61	56.30	59.12	

30002608	SCL01330	Inf Syst Tech Analyst V-Telecomm	Hourly	44.11	46.32	48.64	51.06	53.61	56.30	59.12	
30000214	SCL01330	Inf Syst Tech Analyst V-Vertical GIS	Hourly	44.11	46.32	48.64	51.06	53.61	56.30	59.12	
30000215	SCL01340	Inf Syst Tech Analyst VI-Generalist	Hourly	46.04	48.34	50.76	53.30	55.97	58.76	61.70	64.79
30000216	SCL01340	Inf Syst Tech Analyst VI-Proj Mgmt	Hourly	46.04	48.34	50.76	53.30	55.97	58.76	61.70	64.79
3001003	SCL01340	Inf Syst Tech Analyst VI-Security	Hourly	46.04	48.34	50.76	53.30	55.97	58.76	61.70	64.79
3001510	SCL01340	Inf Syst Tech Analyst VI-Vertical GIS	Hourly	46.04	48.34	50.76	53.30	55.97	58.76	61.70	64.79
30002108	SCL01390	Information Security Architect	Hourly	52.06	54.66	57.39	60.27	63.27	66.44	69.76	73.25
3000313	SCL01400	Landscape Architect	Hourly	41.03	43.12	45.29	47.49	49.93	52.42		
3000327	SCL01090	Mapping Data Technician I	Hourly	33.15	34.74	36.52	38.30	40.25	42.29		
30000978	SCL01190	Mapping Data Technician II	Hourly	39.86	41.87	43.97	46.12	48.49	50.90		
30000347	SCL01190	Materials Quality Compliance Specialist	Hourly	39.86	41.87	43.97	46.12	48.49	50.90		
30000344	SCL01450	Materials Testing Technician I	Hourly	26.67	27.99	29.41	30.90	32.38	34.05		
30000345	SCL01090	Materials Testing Technician II	Hourly	33.15	34.74	36.52	38.30	40.25	42.29		
30000346	SCL01190	Materials Testing Technician III	Hourly	39.86	41.87	43.97	46.12	48.49	50.90		
30000737	SCL01290	Noise Control Officer	Hourly	38.89	40.83	42.86	45.00	47.26	49.62	52.08	
30000376	SCL01070	Planner I, City-Environmental	Hourly	38.68	40.57	42.63	44.77				
30000377	SCL01070	Planner I, City-Land Use	Hourly	38.68	40.57	42.63	44.77				
30003727	SCL01070	Planner I, City-Long Range	Hourly	38.68	40.57	42.63	44.77				
30000378	SCL01070	Planner I, City-Parks	Hourly	38.68	40.57	42.63	44.77				
30000380	SCL01070	Planner I, City-Transportation	Hourly	38.68	40.57	42.63	44.77				
30000379	SCL01070	Planner I, City-Transportation Modeling	Hourly	38.68	40.57	42.63	44.77				
30000381	SCL01070	Planner I, City-Urban Design	Hourly	38.68	40.57	42.63	44.77				
30000382	SCL01070	Planner I, City-Water Resources	Hourly	38.68	40.57	42.63	44.77				
30000383	SCL01110	Planner II, City-Economic	Hourly	44.04	46.20	48.54	50.98				
30000384	SCL01110	Planner II, City-Environmental	Hourly	44.04	46.20	48.54	50.98				
30000385	SCL01110	Planner II, City-Land Use	Hourly	44.04	46.20	48.54	50.98				
30003726	SCL01110	Planner II, City-Long Range	Hourly	44.04	46.20	48.54	50.98				
30000386	SCL01110	Planner II, City-Parks	Hourly	44.04	46.20	48.54	50.98				
30000388	SCL01110	Planner II, City-Transportation	Hourly	44.04	46.20	48.54	50.98				
30000387	SCL01110	Planner II, City-Transportation Modeling	Hourly	44.04	46.20	48.54	50.98				
30000389	SCL01110	Planner II, City-Urban Design	Hourly	44.04	46.20	48.54	50.98				
30000390	SCL01110	Planner II, City-Water Resources	Hourly	44.04	46.20	48.54	50.98				
30000375	SCL01050	Planner, Associate	Hourly	35.16	36.89	38.75	40.69				
30000391	SCL01280	Planner, Sr City-Economic	Hourly	47.34	49.67	52.20	54.78				
30000392	SCL01280	Planner, Sr City-Environmental	Hourly	47.34	49.67	52.20	54.78				
30000393	SCL01280	Planner, Sr City-Land Use	Hourly	47.34	49.67	52.20	54.78				
30003725	SCL01280	Planner, Sr City-Long Range	Hourly	47.34	49.67	52.20	54.78				

30000394	SCL01280	Planner, Sr City-Parks	Hourly	47.34		49.67	52.20	54.78				
30000396	SCL01280	Planner, Sr City-Transportation	Hourly	47.34		49.67	52.20	54.78				
30000395	SCL01280	Planner, Sr City-Transportation Modeling	Hourly	47.34		49.67	52.20	54.78				
30000397	SCL01280	Planner, Sr City-Urban Design	Hourly	47.34		49.67	52.20	54.78				
30000398	SCL01280	Planner, Sr City-Water Resources	Hourly	47.34		49.67	52.20	54.78				
30000374	SCL01410	Planning Assistant	Hourly	28.92		30.37	31.89	33.48	35.15			
30000403	SCL01020	Remittance Technician	Hourly	22.09	23.96	26.64	28.55	30.92				
30000404	SCL01180	Revenue Auditor	Hourly	37.18		39.06	40.99	43.10	45.19	47.49	49.59	
30000405	SCL01230	Revenue Auditor, Sr	Hourly	41.03		43.12	45.26	47.51	49.85	52.40	54.77	
30000348	SCL01420	Right of Way Agent I	Hourly	30.40		31.92	33.52	35.19	36.95	38.80		
30000349	SCL01430	Right of Way Agent II	Hourly	34.95		36.70	38.54	40.47	42.48	44.61		
30000350	SCL01440	Right of Way Agent III	Hourly	40.20		42.21	44.32	46.55	48.87	51.31		
30000402	SCL01190	Signals & Street Lighting Technician	Hourly	39.86		41.87	43.97	46.12	48.49	50.90		
30001183	SCL01012	Transportation Demand Mgmt Assistant	Hourly	21.51		22.55	23.70	24.89	26.11	27.46		
30000351	SCL01090	Transportation Demand Mgmt Spec I	Hourly	33.15		34.74	36.52	38.30	40.25	42.29		
30000352	SCL01190	Transportation Demand Mgmt Spec II	Hourly	39.86		41.87	43.97	46.12	48.49	50.90		
30001037	SCL01032	Utility Locator	Hourly	30.81		31.82	33.15	34.81				

Schedule “B”: Applicability of Contract to Temporary Employees

With respect to temporary employees working in PROTEC17 represented classifications without permanent status with the City, who are represented as provided for by Article 18, Articles of this contract do not specifically apply unless a direct reference to temporary employees is contained therein, with the following exceptions:

Preamble – Applies

Article 1 – Recognition – Applies

Article 2 – Union Security and Activities – Applies, except for Section 10 (b), Long Term Leaves of Absence (Release Time)

Article 3 – Scope and Purpose – Applies

Article 4 – Management Rights – Applies, except for Sections 3, Performance Norms and Standards; Section 5, Reclassification; Section 6, New Technology, and Section 7, Recruitment Incentives

Article 5 – Strikes and Lockouts – Applies

Article 6 -General Provisions – Applies, except Section 2, Probation. Temporary employees serve at will and are not subject to a probationary period.

Article 7 – Labor Management Committee – Applies

Article 8 – Savings Clause – Applies

Article 9 – Duration – Applies. No change resulting from extending representation to temporary employees.

Article 10 – Hours of Work – Applies

Article 11 – Holidays – Applies

Article 12 – Sick Leave – Applies, except for Section 2, Attendance Incentive

Article 13 – Family Leave – Applies

Article 14 – Vacations – Applies, except for Section 5 (b). Temporary employees do not have seniority rights to bid vacation.

Article 15 – Leaves of Absence – Applies, except for Section 9, Return from Leave Rights.

Article 16 – Health and Welfare – Applies

Article 17 – Other Benefits – Applies.

Article 18 – Types of Employees – Only Section 3 applies.

Article 19 – Wages – Applies as indicated except:

Section 11, Expanded Transfer does not apply.

Article 20 – Seniority – Does not apply

Article 21 – Discipline and Discharge – Does not apply. Instead, the following language applies:

Disciplinary actions shall be limited to discharge. Employees are at will and may be discharged at the discretion of the City. Any employee discharged by the City shall be provided a statement of reason, which states the nature of the offense for which the employee is being discharged. A copy of the statement of reason shall also be provided to the Union.

Article 22 – Settlement of Disputes – Does not apply. Instead, the following language applies:

Section 1, General – To promote better City-employee relationships, both parties pledge their immediate cooperation to settle any grievances that might arise out of alleged violations of this agreement, and the following procedure shall be the sole procedure used 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 side bar agreement is approved in writing by the President of the Union and the Director of the Bureau of Human Resources.

Section 2, Contents of Grievances and Responses –

- (a) Step 1 and Step 2 grievances shall be in writing and clearly identified as a “Grievance” and shall include the following information:
 - (i) the date the grievance is filed;
 - (ii) the name of the grievant(s);
 - (iii) the article(s) of this agreement alleged to have been violated, hereafter referred to as the “grievance matter”;
 - (iv) the place, date and time the grievance matter occurred;
 - (v) a short narrative explaining the facts and reasons supporting the grievance; and
 - (vi) the remedy being sought.

All grievances filed during the time period described in Section 3 (b) below shall be deemed timely. Upon request of the City, any missing information shall be supplied in a timely manner.

- (b) All responses to grievances shall be in writing and clearly identified as a “Grievance Response.” All responses to grievances shall be sent to

the aggrieved employee(s) with copies to the Union and to the Director of the Bureau of Human Resources. All responses to grievances shall include the following information:

- (i) the date of the response to the grievance;
- (ii) the name of the person making the response;
- (iii) the decision affirming or rejecting the grievance;
- (iv) the proposed remedy if the grievance is affirmed;
- (v) and a short narrative explaining the facts and reasons supporting the affirmation or rejection of the grievance.

Section 3, Time Periods and Procedure – as indicated, however, limited to Steps 1 and 2.

Article 23 – Professional Development – Does not apply

Article 24 – Reasonable Suspicion of Drug or Alcohol Use – Applies

Article 25 – Reductions in Workforce and Layoffs – Does not apply

Schedule A – Applies

Schedule B – Applies

Schedule C – Does not apply

Appendix A – Does not apply

Schedule “C”: Applicability of Contract to Seasonal/Casual Employees

With respect to seasonal/casual employees working in PROTEC17 represented classifications without permanent status with the City, who are represented as provided for by Article 18, Articles of this contract do not specifically apply unless a direct reference to seasonal/casual employees is contained therein, with the following exceptions:

Preamble – Applies

Article 1 – Recognition – Applies

Article 2 – Union Security and Activities – Applies, except for Section 10 (b), Long Term Leaves of Absence (Release Time)

Article 3 – Scope and Purpose – Applies

Article 4 – Management Rights – Applies, except for Sections 3, Performance Norms and Standards; 5, Reclassification; 6, New Technology, and Section 7, Recruitment Incentives.

Article 5 – Strikes and Lockouts – Applies

Article 6 -General Provisions – Applies, except Section 2, Probation.

Seasonal/casual employees serve at will and are not subject to a probationary period.

Article 7 – Labor Management Committee – Applies

Article 8 – Savings Clause – Applies

Article 9 – Duration – Applies. No change resulting from extending representation to seasonal/casual employees.

Article 10 – Hours of Work – Applies, except for Section 2, Work Shift and Week, and Section 3, Continuous Operations.

The City maintains the right to alter an employee’s workday or workweek and may require an employee to work overtime, work a weekend, or a holiday. Part time work schedules shall be allowed.

Article 11 – Holidays – Applies under limited conditions:

Full-time seasonal/casual employees are eligible for holiday pay if they were hired at least two weeks prior to the holiday and are in pay status the day before and the day following the holiday. Part-time seasonal/casual employees are not eligible for holiday pay.

Article 12 – Sick Leave – Does not apply. Sick Time shall be provided in accordance with the City of Portland Protected Sick Time Ordinance and HRAR 6.04 (a) Sick Leave.

Article 13 – Family Leave – Applies

Article 14 – Vacations – Does not apply

Article 15 – Leaves of Absence – Does not apply. Instead, the following applies:

Section 2, Jury Duty - If a seasonal/casual employee is called to jury duty service, they are not paid for time on jury duty but may be granted time off to complete service.

Section 5, Maternity Leave - Leave will be granted for pregnancy. The time for commencing and terminating such leave will be a medical determination certified by the attending practitioner. Sick leave may be used to cover all or part of the absence. Leave without pay for a pregnancy-related disability will be granted upon request.

Article 16 – Health and Welfare – Does not apply. In accordance with HRAR 3.03, seasonal/casual employees may qualify for medical coverage under the federal Affordable Health Care Act (ACA). Such coverage will be equivalent to the medical, dental and vision coverage offered to other seasonal employees.

Article 17 – Other Benefits – Does not apply

Article 18 – Types of Employees – Only Section 4 applies. Seasonal/casual employees are limited to 1,400 hours per calendar year.

Article 19 – Wages – Applies as indicated except:

Section 7 (a), Overtime will be paid in cash. Seasonal/casual employees are not eligible for compensatory time.

Section 11, Expanded Transfer does not apply.

Article 20 – Seniority – Does not apply

Article 21 – Discipline and Discharge – Does not apply. Instead, the following language applies:

Disciplinary actions shall be limited to discharge. Employees are at will and may be discharged at the discretion of the City. Any employee discharged by the City shall be provided a statement of reason, which states the nature of the offense for which the employee is being discharged. A copy of the statement of reason shall also be provided to the Union.

Article 22 – Settlement of Disputes – Does not apply. Instead, the following language applies:

Section 1, General – To promote better City-employee relationships, both parties pledge their immediate cooperation to settle any grievances that might arise out of alleged violations of this agreement, and the following procedure shall be the sole procedure used 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 side bar agreement is approved in writing by the President of the Union and the Director of the Bureau of Human Resources.

Section 2, Contents of Grievances and Responses –

- (a) Step 1 and Step 2 grievances shall be in writing and clearly identified as a “Grievance” and shall include the following information:
- (i) the date the grievance is filed;
 - (ii) the name of the grievant(s);
 - (iii) the article(s) of this agreement alleged to have been violated, hereafter referred to as the “grievance matter”;
 - (iv) the place, date and time the grievance matter occurred;
 - (v) a short narrative explaining the facts and reasons supporting the grievance; and
 - (vi) the remedy being sought.

All grievances filed during the time period described in Section 3 (b) below shall be deemed timely. Upon request of the City, any missing information shall be supplied in a timely manner.

- (b) All responses to grievances shall be in writing and clearly identified as a “Grievance Response.” All responses to grievances shall be sent to the aggrieved employee(s) with copies to the Union and to the Director of the Bureau of Human Resources. All responses to grievances shall include the following information:
- (i) the date of the response to the grievance;
 - (ii) the name of the person making the response;
 - (iii) the decision affirming or rejecting the grievance;
 - (iv) the proposed remedy if the grievance is affirmed;
 - (v) and a short narrative explaining the facts and reasons supporting the affirmation or rejection of the grievance.

Section 3, Time Periods and Procedure – as indicated, however, limited to Steps 1 and 2.

Article 23 – Professional Development – Does not apply

Article 24 – Reasonable Suspicion of Drug or Alcohol Use – Applies

Article 25 – Reductions in Workforce and Layoffs – Does not apply

Schedule A – Applies. Seasonal/casual employees will move through the steps based on hours worked (e.g., 2080 hours = 1 year)

Schedule B – Does not apply
Schedule C – Applies
Appendix A – Does not apply

Letter of Agreement

PROTEC17 and the City of Portland

It is agreed between the City of Portland and PROTEC17 that PROTEC17 is participating in the “Language Pay Premium” pilot project. Further, it is agreed that PROTEC17 is subject to any and all phases of the pilot program as they are implemented.

Letter of Agreement

The parties to this Agreement are the City of Portland (City) and the Professional Technical Employees, Local 17 (PROTEC17)

Background

1. The City and PROTEC17 are parties to a collective bargaining agreement (CBA) effective January 1, 2022 through June 30, 2025.
2. PROTEC17 is the exclusive bargaining representative on behalf of employees working in the classifications listed in Schedule A of the CBA.
3. As part of successor negotiations, the parties agreed to the creation of a pilot program that will provide city paid time for employees who are engaged in volunteer activities that have a direct connection with the community that is served by the City of Portland.

Agreement

1. The initial pilot program will be effective January 1, 2023 and will run for a period of one calendar year.
2. A review process of the pilot will take place approximately six (6) months into the pilot and immediately following the conclusion of the initial pilot period. The review committee will include representatives from BHR, Labor Relations, and PROTEC17.
3. The pilot may be extended through the duration of the CBA period upon mutual agreement.
4. Bargaining unit employees are eligible to receive twelve (12) hours of paid city time per calendar year for:
 - a. Volunteer activities sponsored by DEEP Affinity groups; or

- b. City sponsored volunteer work that has a direct connection with the community members served by the city (e.g., a SOLVE clean-up event or Habitat for Humanity project); or
 - c. Other volunteer work that supports the work of the city (e.g., school career events that support the school to work pipeline).
- 5. The City reserves the right to make the final determination if a requested volunteer activity will be approved. Employees must request approval from their supervisor or manager in advance of volunteer work to receive paid time. No retroactive approvals will be considered.
- 6. If an employee is denied their request to be paid for their volunteer work, they may file an appeal to review the request through the Equity Manager or Deputy Director of their bureau. Acceptable reasons for denial include, but are not limited to, disciplinary action, identified performance issues, and workload needs.
- 7. City paid volunteer time will be tracked using a unique payroll code. All bargaining unit employees will be required to use the payroll code in order to receive city paid time for activities.
- 8. This pilot program is not subject to the grievance procedure.

Letter of Agreement

PROTEC17 and the City of Portland

It is agreed between the City of Portland and PROTEC17 that when an FLSA Exempt employee in an IT classification (Information Systems Technology Analyst V,VI, , Principal Information Systems Analyst, Information Security Architect, Application Analyst III, IV) is assigned Stand- By Duty and is requested to carry a paging or other telecommunication device when assigned to stand-by, the employee shall receive one (1) hour of straight time pay or compensatory time for each eight (8) hours of stand-by time, up to sixteen (16) hours maximum per seven day period of Stand-By Duty.

After-hours callout work performed while an employee is assigned to Stand-By Duty will be paid in accordance with Article 19, Sections 5 and 7.

FLSA Exempt employees in the IT classifications shall be paid in compensatory time for the first forty (40) hours of Standby Duty in a calendar year. The compensatory time off shall be taken at a time mutually agreed upon by the employee and the employee's supervisor and must be used in the calendar year in which it is accrued and are not eligible for pay out. If the first forty (40) hours are earned in the month of December, those hours are eligible for carryover to the following calendar year. All additional standby hours taken as compensatory time remaining at the end of the calendar year automatically carries over to the next calendar year. An employee may have no more than 80 hours of accrued compensatory time at any time even if the employee has yet to accrue 80 hours in the calendar year.

This agreement is in full effect for the life of the existing contract and will remain in full effect unless opened by either party at the end at the current contract.

Letter of Agreement

The parties to this Letter of Agreement are the City of Portland (City) and the Professional & Technical Employees Local 17(PROTEC17).

Background

1. The City of Portland and Professional & Technical Employees Local 17 are current parties to a Collective Bargaining Agreement that expired on December 31, 2021.
2. The parties have been engaged in bargaining of a successor agreement since October 2021 and reached a Tentative Agreement on May 24, 2022.
3. Article 19- Wages has a provision that provides employees in specific classifications shall be evaluated and receive a pay increase based on the City's Performance Management System under Human Resource Administrative Rule 9.02 until the employee reaches the maximum of the pay range for the employee's classification.
4. On March 4, 2020, Council adopted an ordinance to change the merit pay structure outlined in Human Resource Administrative Rule 9.02 which states, in part, that the maximum amount of merit pay that may be awarded to eligible staff shall be determined annually by City Council.
5. On October 27, 2021, the City of Portland and PROTEC17 reached a tentative agreement to remove references to the City's Performance Management System under Human Resource Administrative Rule 9.02, aka merit pay system, effective July 1, 2022.
6. This Letter of Agreement extends the current LOA from December 31, 2021 through June 30, 2022.

Agreement

The parties stipulate and agree as follows:

1. For the period between January 1, 2021 and June 30, 2022, merit eligible employees will receive their merit pay on their anniversary date.
2. The maximum amount of merit pay that may be awarded to employees who are under the merit pay performance system is two percent (2%).
3. The City and PROTEC17 have negotiated a new pay process through the Interest Base Bargaining model in successor negotiations that will begin July 1, 2022.
4. This Agreement is based on the circumstances described above and does not constitute or create a precedent for any party to this Agreement.

APPENDIX A

CLASSIFICATION SPECIALTIES

Specialty List for the Purpose of Consolidated Seniority *

CLASS	TITLE	PRIOR SPECIALTY	CURRENT SPECIALTY
3107	Technician I	Base (Generalist)	Engineering
3108	Technician II	Base (Generalist)	Engineering
3109	Technician III	Base (Generalist)	Engineering
3134	Architect	Base (Generalist)	Buildings
3229	Planner	Base (Generalist)	City & Transportation
3231	Sr. Planner	Base (Generalist)	City

* See Article 20, Section 4, Consolidated Seniority.

INDEX

<i>Alcohol definition</i>	<i>See Article 24, Section 1 (b)</i>
<i>ALTERNATE WORK SHIFT</i>	<i>See Article 10, Section 2, (a) (ii)</i>
<i>Changes in Authorizations</i>	<i>See Article 2, Section 1 (b)</i>
<i>City Paid Parental Leave</i>	<i>See Family Leave, Section 5 (b)</i>
<i>CLASSIFICATION SPECIALTIES</i>	105
<i>Close Affinity Definition</i>	<i>See Article 15, Section 7 (a) (ii)</i>
<i>Designated Representative Activities</i>	<i>See Article 2, Section 8 (c)</i>
<i>Designated Representatives</i>	<i>See Article 2, Section 8 (a)</i>
<i>DISCIPLINE AND DISCHARGE</i>	68
Civil Service Board	70
Discharge	70
Discipline	68
Performance Improvement Plan	69
Remedial Action	70
<i>Drug paraphernalia definition</i>	<i>See Article 24, Section 1 (d)</i>
<i>Drugs definition</i>	<i>See Article 24, Section 1 (c)</i>
<i>Dues Deductions</i>	<i>See Article 2, Section 1 (a)</i>
<i>DURATION</i>	25
<i>Emergency schedule changes</i>	<i>See Article 10, Section 2 (e)</i>
<i>FAMILY LEAVE</i>	37
Changes in Family Leave	38
Family Leave Beyond Accrued Leave	38
General Family Leave Provisions	37
Parental Leave	38
<i>GENERAL PROVISIONS</i>	20
Classification Study	22
Contract Printing	22
Nondiscrimination	20
Probation	21
Safety	22
Uniforms and Protective Clothing	21
<i>Generalist classification definition</i>	<i>See Article 20, Section 1 (a)</i>
<i>Granting of Status</i>	<i>See Article 4, Section 5 (c)</i>
<i>HEALTH AND WELFARE</i>	47
Benefits Eligibility	49
Deferred Compensation	55
Disability Insurance	55
Federal and State Health Legislation	55
Health Fund Reserves	54
Labor/Management Benefits	47
Liability Insurance	56

Life Insurance	55
Premium Contributions	51
Retiree and Survivor Benefits	54
Retirement	55
HOLIDAYS	29
Eligibility Requirements	31
Essential Employees Deferred Holidays	32
Holiday Work	32
List of Holidays	29
HOURS OF WORK	25
Clean Up Time	28
Continuous Operations	27
FLSA Exempt Employees	29
Meal Periods	28
Regular Hours	25
Rest Periods	27
Work Shift and Week	25
<i>HRAR 1.04</i>	<i>See Article 2, Section 11</i>
LABOR MANAGEMENT COMMITTEE	23
LEAVES OF ABSENCE	43
Education	45
Funeral and Bereavement Leave	45
General Provisions for Leaves of Absence	43
Immigration and Citizenship Leave	46
Jury Duty	43
Maternity Leave	45
Military Leave	44
Return from Leave Rights	47
Search and Rescue Operations and Disaster Relief	45
<i>Leaves of absence of more than six (6) months</i>	<i>See Article 15, Section 9 (b)</i>
<i>Leaves of absence of six (6) months or less</i>	<i>See Article 15, Section 9 (a)</i>
Letter of Agreement	99
List of Designated Representatives	<i>See Article 2, Section 8 (b)</i>
List of Employee Movement	<i>See Article 2, Section 3 (c)</i>
<i>List of Employees</i>	<i>See Article 2, Section 3 (b)</i>
Long Term Leave of Absence (Release Time)	<i>See Article 2, Section 9 (b)</i>
MANAGEMENT RIGHTS	15
Civil Service	15
Contracting Out	16
New Technology	19
Performance Norms and Standards	15
Reclassification	18
Recruitment Incentives	20

New Employees	<i>See Article 2, Section 10 (a)</i>
Non-protected Dependent Sick Leave	<i>See Article 12, Section 1 (g)</i>
Notification to Employees	<i>See Article 2, Section 4 (d)</i>
OTHER BENEFITS	56
Physical Call Back	<i>See Article 19, Section 5 (b)</i>
PREAMBLE	7
PROFESSIONAL DEVELOPMENT	75
Professional Development Fund (PDF)	75
Professional Development Plans	77
<i>Professional Development Fund Workgroup</i>	<i>See Article 23, Section 1 (10)</i>
<i>Reasonable Employment Accommodations</i>	<i>See Article 6, Section 6 (c)</i>
Reasonable Paid Time	<i>See Article 2, Section 8 (d)</i>
Reasonable suspicion defintion	<i>See Article 24, Section 1 (a)</i>
REASONABLE SUSPICION OF DRUG OR ALCOHOL USE	78
REASONABLE SUSPICION OF DRUG OR ALCOHOL USE	
Definitions Related to Reasonable Suspiscion	78
Reasonable Suspicion	79
Refusal to Consent to Testing	79
RECOGNITION	7
REDUCTIONS IN WORKFORCE AND LAYOFFS	80
Alternatives to layoffs	81
Benefits Upon Layoff/Recall	83
Layoff	81
Layoff due to new technology	82
Prior to reductions in workforce	80
Regular Employees	<i>See Article 2, Section 10 (b)</i>
SAVINGS CLAUSE	25
<i>Schedule "B"</i>	92
<i>Schedule "C"</i>	95
SCOPE AND PURPOSE	14
SENIORITY	66
Classification	66
Consolidated Seniority	67
Regular Part-Time Employees	68
Seniority for Layoff	66
Seniority While on Leave	68
Specialties	67
Transfers	67
SETTLEMENT OF DISPUTES	70
Arbitration	73
Contents of Grievances and Responses	71
Discharge Grievances	73
General Provisions	70

Mediation	73
The Union Grievance Committee	74
Time Periods and Procedure	72
SICK LEAVE	33
Attendance Incentive	35
General Sick Leave	33
Industrial Leave	36
Maximum Accumulation	36
Offset for Dual Payments of Sick Leave and Time Loss	37
Supplemental Pay	36
Unused Sick Leave on Retirement	36
<i>Specialist classification definition</i>	<i>See Article 20, Section 1 (b)</i>
STANDARD HOURS	<i>See Article 10, Section 2 (a) (i)</i>
STRIKES AND LOCKOUTS	20
Technical Call Back	<i>See Article 19, Section 5 (c)</i>
<i>TRIP (Trip Reduction Incentive Program)</i>	<i>See Article 17</i>
TYPES OF EMPLOYEES	56
Interns	58
Limited Duration Employees	56
Rehired Retirees	58
Seasonal/Casual Employees	58
Temporary Employees	58
Union Leave, Union Paid	<i>See Article 2, Section 9(a)</i>
<i>Union Membership and Dues Deduction</i>	
Dues Deductions	<i>See Article 2, Section 1 (a)</i>
UNION SECURITY and ACTIVITIES	7
Employee Rights	9
Information Requests	14
List of Employees/Members	8
New Employee Orientations	9
Payment	9
Union Access	13
Union Activities	10
Union Bulletin Boards	10
Union Business Leave	12
Union Membership and Dues Deduction	7
Use of City Facilities and Technology	<i>See Article 2, Section 10 (c)</i>
VACATIONS	39
Accrual	39
Continued Vacation Accrual	41
Maximum Vacation Accrual	42
Scheduling Vacation Leave	42
Total Service	41

<i>WAGES</i>	59
Expanded Transfer	64
Hazardous Assignment Premium	65
Impact Bargaining	60
Materials Testing Laboratory Sample Response Pay	64
Overtime	62
Pay Periods	61
Reporting Time and Call Back Pay	61
Shift Differential	63
Standby Pay	61
Team Lead	64
Wage Schedule	60
Working Out of Classification	60
<i>Washington Residents</i>	
Washington Residents (WAPFML)	39

THE FOLLOWING IS NOT PART OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PORTLAND AND THE UNION. THE ADVICE BELOW REPRESENTS THE POSITION OF THE UNION ONLY AND DOES NOT NECESSARILY REPRESENT THE POSITION OF THE CITY IN THE AREA OF EMPLOYEE RIGHTS AND RESPONSIBILITIES.

CIVIL SERVICE TESTING:

The Labor Agreement reserves the City's right to establish entrance and promotional examination requirements. The Union has no standing to file a Civil Service appeal on behalf of individual members regarding testing. Members are responsible for initiating appeals to the Director of the Bureau of Human Resources, although the Union may assist a member preparing an appeal. The window for an appeal is 10 working days from posting of exam results. By the time a member receives the exam score, the exam results may have been posted for several days.

DISCRIMINATION:

The Labor Agreement covers discrimination against an employee only as it pertains to the application of terms of the Agreement. For example, discrimination against a member in application of seniority for layoff purposes is a grievable complaint because seniority is a matter addressed in the Agreement. Discrimination in testing and hiring of employees is not a grievable complaint because the Agreement reserves these decisions to the City. The remedy for non-grievable discrimination is the responsibility of the member in seeking redress under state and federal laws against discrimination.

FAIR LABOR STANDARDS ACT (FLSA) CRITERIA FOR VOLUNTEERS

A "volunteer" is an individual who performs hours of service for a public agency for civic, charitable or humanitarian reasons, without promise, expectation or receipt of compensation for services rendered and only where their services are offered freely and without pressure or coercion, direct or implied, from an employer. Employees may volunteer hours of service to their public employer or agency provided such services are not the same type (i.e. similar or identical) of services which the individual is employed to perform for the public employer.

If an employee wishes to volunteer time to the employer, the volunteer duties may not be the same type of duties as are performed in the course of regular employment, and the work must be performed outside of the employee's normal work hours.

APPEALS OF DISCIPLINARY OR CLASSIFICATION ACTIONS

Members may appeal suspension, demotion or discharge either through appeal to the Civil Service Board or through the contractual grievance procedure. Please contact the Union for evaluation of the recommended route of appeal.

Appeals of classification decisions can be made to the Civil Service Board by the employee or the employee's bargaining representative. Please contact the Union for evaluation of the recommended route of appeal.