

2/16/12 TA *[Signature]* 2/16/12
TA *[Signature]*

Tentative Agreement
February 16, 2012

City of Portland and AFSCME Local 189

Preamble

This Agreement, made and entered into this _____ day of _____ month, 2012, by and between the City of Portland, hereinafter called the City, and AFSCME Council 75-Local 189 _____, hereinafter called the Union.

2/16/12 *TR Johnson* 2/16/2012
TA *Johnson*

Tentative Agreement
February 16, 2012

City of Portland and AFSCME Local 189

1 Recognition

1.1 The City recognizes the Union as the sole collective bargaining agent for all regular full time (standard work hours of at least 72 per pay period) and part time (standard work hours of at least 40 per pay period) City employees in budgeted positions who are employed by the City's Portland Housing Bureau and are in the job classifications listed in Schedule A, excluding supervisors, confidential employees, and those with management/administrative affinity. Temporary, at will, seasonal/casual, retirees and limited duration employees are excluded from the bargaining unit. City employees who are employed by other City bureaus but who are assigned to work with the Portland Housing Bureau are excluded from the bargaining unit. Portland Housing Bureau employees who are already represented by other unions are excluded from the unit.

~~1.1 The City recognizes the Union as the sole collective bargaining agent for all regular part-time and full-time employees in budgeted positions who are employed by the Portland Housing Bureau (Bureau) in the job classifications listed here: in Schedule A.~~

- ~~Housing Senior Administrative Specialist~~
- ~~Housing Business Systems Analyst~~
- ~~Housing Assistant Business Systems Analyst~~
- ~~Housing Senior Community Outreach and Information Representative~~
- ~~Housing Financial Analyst~~
- ~~Housing Assistant Financial Analyst~~
- ~~Housing Construction Coordinator~~
- ~~Housing Senior Construction Coordinator~~
- ~~Housing Development Finance Coordinator~~
- ~~Housing Loan Compliance Analyst II~~
- ~~Housing Loan Compliance Analyst III~~
- ~~Housing Loan Coordinator~~
- ~~Housing Senior Loan Coordinator~~
- ~~Housing Lead Grant Program Coordinator~~
- ~~Housing Management Assistant~~
- ~~Housing Program Coordinator~~

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~~Housing Program Specialist~~

~~Housing Assistant Program Specialist~~

~~1.2 The following employees are excluded from the bargaining unit: supervisors, confidential employees, employees with management/administrative affinity, temporary employees, at-will employees, seasonal/casual employees, retirees, and limited duration employees. Also excluded are City employees who are employed by other bureaus but who are assigned to work at the Bureau and Bureau employees already represented by other unions.~~

1.3 Employee Status

- 1.3.1 Regular Full-Time Employee. Any employee who has regular status and who works in a budgeted position in a job classification contained in Recognition seventy-two (72) hours or more in a pay period.
- 1.3.2 Regular Part-Time Employee. Any employee whose employment is for less than full-time in a budgeted position in a job classification contained in Recognition who works at least forty (40) hours but no more than seventy-one (71) hours in a pay period.
- 1.3.3 Job-Share Employee. Any employee appointed to 50% of a full-time budgeted position in a job classification contained in Recognition who works forty (40) hour per pay period.
- 1.3.4 Seasonal/Casual Employee. Any employee who serves at-will and does not accrue status in the classification to which he or she has been appointed. Seasonal/casual employees have no appeal rights upon demotion, suspension or termination from employment. Seasonal/casual appointments are used for positions that occur, terminate, and recur periodically or regularly.
- 1.3.5 Temporary Employee. Any full-time or part-time employee who does not have status in a classification listed in Recognition. Temporary employees serve at will and shall not accrue status in the classification to which they have been appointed and shall have no appeal rights upon demotion, suspension or termination from the classification. The City may appoint temporary employees for emergency, non-recurring and short-term workload needs.
- 1.3.6 A Limited Duration appointment is an appointment to:
- an identified classification through the Civil Service Process; and
 - to a regular budgeted position that is vacant due to the incumbent's leave of absence and when the replacement employee's services will be needed for a period of two years or less; or
 - to a Limited Term position identified for a project with a defined time frame. For purposes of this Agreement, a project is defined as a specific work assignment intended for a limited term with an identifiable end point not to exceed two (2) years.

1.3.7 Retiree. A Public Employee Retirement System (PERS) retiree who has applied for and is eligible to receive a service retirement allowance and who has submitted the appropriate paperwork documenting their intention to retire as of a specific date from the City of Portland may be reemployed by the City of Portland.

1.3.8 At-Will Employee. At-will employment appointments refer to those employees not permanently appointed under the Civil Service System including, but not limited to, those positions exempt from the classified service under Chapter 4 of the City Charter.

1.4 Initial Probationary Period

1.4.1 For the purpose of this labor Agreement, probation is defined as a nine (9) month period, excluding any period of time off exceeding one (1) week in duration. The probationary period may be extended for a period not to exceed three (3) months by mutual agreement between the City, the Union and the affected employee.

1.4.2 All employees during their probationary period will be given a minimum of one (1) written evaluations based on the core components of the classification specification with a copy to the employee and the Union at the end of six (6) months.

1.4.3 Nothing in this section shall limit management's right to terminate the probationary period, and such termination shall not be subject to the grievance procedure.

Julia Getchell 7/26/11
7.26.11

Article 2. Union Security.

2.01 All employees covered by this agreement shall within thirty (30) days of employment either (1) become and remain a member of the Union, or (2) tender to the Union his/her fair share of the cost of negotiating and administering the labor agreement. If the employee is a member of a church or religious body which has bona fide religious tenets or teachings prohibiting such employees from being a member of or contributing to a labor organization, such employee shall pay an amount of money equivalent to regular Union dues and initiation fees and assessments, if any, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and Union. The employee shall furnish written proof to the City that this has been done, which the City will forward to the Union.

2.02 Fair Share payments authorized by this Article shall be deducted by the City.

2.03 The Union assumes responsibility for repayment of monies found to be illegally deducted by the City under this Article.

2.04 It shall be the sole responsibility of the Union to assure that the fair share fee is in accordance with the requirements of all applicable constitutions, statutes and laws.

2.05 The Union agrees that it will indemnify and save the City harmless from all suits, actions, and claims against the City or persons acting on behalf of the City arising out of the City's faithful compliance with the terms of this Article, provided the City notifies The Union in writing of such claim and tenders the defense to The Union.

Julia Mitchell 7/26/11
Julia Mitchell 7-26-11

Article 3. Dues Checkoff.

3.01 The City agrees to deduct from the paycheck of each employee who has so authorized it, the regular initiation fee and regular monthly dues uniformly required by the Union representing the employee. The amounts deducted shall be transmitted monthly to the Union representing the employees. Authorization by the employee shall be on forms furnished by the City and may be revoked by the employee upon request.

3.02 The total amount of the monies deducted for regular union dues and fair share payments shall normally be transmitted to the unions within ten (10) calendar days after the payroll deduction is made.

3.03 The performance of these services is at no cost to the Union.

3.04 The Union agrees that it will indemnify and save the City harmless from all suits, actions and claims against the City or persons acting on behalf of the City arising out of the City's faithful compliance with the terms of this Article, provided the City notifies the Union in writing of such claim and tenders the defense to the Union.

JA 7/26/11

Julia Mitchell 7.26.

Article 4. Management Rights.

4.01 The parties agree that the City has the right to operate and manage the City's operations and workforce including, but not limited to, the right to maintain order and efficiency; to direct employees and to determine job descriptions, job assignments and working schedules; to determine the methods, means, standards of service and operations, including contracting out and personnel to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine whether the whole or part of the operation shall continue to operate; to recruit, examine, select and hire employees; to promote, transfer, assign and reassign employees; to suspend, discharge or take other proper disciplinary action against employees; to lay off employees; to recall employees; to require overtime work of employees; and any other rights, except as expressly limited by the terms of this Agreement and/or State and Federal Law.

TA 8/9/11 *[Signature]*
TA Julie Hetchell 8.9.11

Article 5. Non-Discrimination.

5.01 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination toward any protected classes, including but not limited to: age, sex, marital status, sexual orientation, religion, race, color, creed, national origin, disability, gender identity, source of income, familial status, veteran 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.

~~(a) Upon notification to the Union by the City of an employee filing for redress in another recognized legal forum regarding any item covered by this Article, any grievance regarding this Article filed by, or on behalf of, that same employee will be withdrawn.~~

5.02 All reference to gender used in this agreement designates both sexes and when the male gender is used, it shall be construed to include both male and female employees covered by this agreement.

5.03 Upon notification to the Union by the City of an employee filing for redress in another recognized legal forum regarding any item covered by this Article, any grievance regarding this Article filed by, or on behalf of, that same employee will be withdrawn.

5.02

5.035.04 The parties recognize that both are subject to the Americans with Disabilities Act (ADA) and that nothing in the Labor Agreement may supersede the requirements of that Federal Law. The parties agree to meet and confer regarding circumstances where the ADA and the Labor Agreement appear to conflict. A showing that a person is disabled and that action taken as a reasonable accommodation is an absolute defense to a contract violation claim.

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6 Job Security and Outside Contracting Out

- 6.1 This section shall apply only where the contracting out results in employees represented by the Union being laid off.
- 6.2 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.
- 6.3 Upon notification under section 6.2 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.

2/16/12 TA Summary & D
2/16/2012
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7 Standard Day Shift Hours

7.1 Regular Hours

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

7.2 Work Shift and Workweek

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

7.2.1.1 STANDARD. The Standard Work Shift shall consist of a fixed schedule of eight (8) hours of work within a day.

7.2.1.2 ALTERNATE. The Alternate Work Shift shall consist of a fixed schedule not exceeding ten (10) hours of work within a day.

7.2.1.3 VARIABLE. The Variable Work Shift shall not exceed eleven (11) hours of work within a day. The Variable Work Shift shall have an agreed upon schedule of hours that may vary to reduce the cost of overtime or meet other needs of the City or employee.

7.2.2 The Standard work shift and week is required unless both the City and the employee agree in writing to Alternate or Variable 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.

7.2.3 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.

7.2.4 **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 this Agreement and week changed as the result of an emergency without the notice required in subsection 7.2.3 above.

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.

7.2.5 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 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.

7.3 Rest Periods

7.3.1 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.

7.4 Meal Periods

- 7.4.1 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.
- 7.4.2 An FLSA covered employee who is required to work more than two (2) hours 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 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.
- 7.4.3 After two (2) hours' work beyond the completion of the meal period in Article 7.4.2, an FLSA covered employee shall be allowed a paid fifteen (15) minute rest period. Four (4) hours after completion of the above meal period, an FLSA covered employee shall be allowed a one-half (1/2) hour paid rest period.

8 Overtime

- 8.1 Employees who are exempt from the overtime pay requirements of Fair Labor Standards Act (FLSA) shall not be eligible for overtime or compensatory time.
- 8.2 All FLSA covered bargaining unit employees shall receive overtime compensation at a rate of one and one-half times their regular rate of pay for all hours worked in excess of forty (40) hours per FLSA workweek or by full-time employees who work in excess of their approved scheduled work shift.
- 8.3 Overtime will be paid in cash to FLSA covered employees 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 eighty (80) hours at any given time. 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 pay out.
- 8.3.4 The FLSA workweek, for purposes of calculating overtime, is Thursday through Wednesday. Except that the FLSA workweek for the bi-weekly schedule consisting of four (4) consecutive nine (9) hour days, with three (3) consecutive days off and five (5) consecutive work days consisting of four (4) consecutive nine (9) hour days, and one (1) eight (8) hour day with two (2) days off would be cut the eight (8) hour day in half so that four (4) hours go into each workweek for a total of forty (40) hours per week.
- 8.4.5 An employee may not work overtime without the prior approval of his or her supervisor.
- 8.5.6 It is the employee's responsibility that all overtime worked must be recorded on his or her timesheet.
- 8.6.7 Paid and unpaid leave taken during the workweek shall not be considered as time worked for overtime calculation purposes.

FLSA-exempt employees will receive hour-for-hour accrued time for time worked in excess of forty (40) hours in a week. The employee and his/her supervisor will attempt to adjust the employee's schedule within two payroll periods following the payroll period in which the hours are worked to permit use of the accrued time. If an adjustment cannot be accomplished, the employee will be paid for the accrued time worked at his/her regular hourly rate, or may accrue it as compensatory time to a maximum of 80 hours.

2/16/12 TA, *Joanna D. Duda*

TA 2/16/2012
[Signature]

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9 Working Out of Classification

9.1 When an employee is assigned, in writing, by the City for a limited time period to perform the major distinguishing duties of a position at a higher level classification, and does so for four (4) or more hours per shift, the employee shall be paid at the minimum salary rate of the assigned classification or three percent (3%) more than his/her current rate of pay for hours worked in the higher classification, whichever is greater.

2/16/12 TA: *James S. Deled*

TA 2/16/2012 *AK*

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10 Seniority, Layoff, and Recall

The following procedures shall apply to bargaining unit employees laid off on or after June 30, 2011.

10.1 Seniority for Layoff and Recall

10.1.1 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 in the Bureau.

For employees who transferred to the Bureau from the Portland Development Commission (PDC) effective July 1, 2010, seniority in the employee's initial City of Portland classification shall include length of continuous service in the classification the employee held at PDC at the time of transfer to the Bureau.

10.1.2 Classification seniority shall be accrued as follows:

10.1.2.1 An employee shall continue to accrue classification seniority during layoff, disability retirement and approved leaves of absence including any leave of absence granted under the provisions of this Agreement.

10.1.2.2 Seniority for regularly appointed employees in permanent part-time or job share positions shall be calculated on a prorated basis.

10.1.3 Classification seniority shall be canceled as follows:

10.1.3.1 Continuous service shall be broken and accrued seniority canceled, by resignation, dismissal, retirement, promotion to a non-represented classification, or transfer out of the Bureau.

10.1.3.2 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.

10.1.4 Classification seniority shall be reinstated as follows:

10.1.4.1 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 in the Bureau.

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10.1.5 In the event of a reclassification resulting in a 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.

10.2 Layoff

10.2.1 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 the Bureau in which the work force is being reduced subject to procedures outlined below. No layoffs shall be executed as long as there are temporary employees serving within the affected classification.

10.2.2 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.

10.2.3 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.

10.2.3.1 The employee is placed in a vacancy in the same classification within the Bureau.

10.2.3.2 If no such vacancy exists, the employee displaces the least senior employee in the same classification within the Bureau.

10.2.3.3 The employee is placed in a vacancy in previously held classifications, in inverse chronological order, where the employee held regular status within the Bureau on or after July 1, 2010.

10.2.3.4 If no such vacancy exists, the employee displaces the least senior employee in the previously held classifications within the Bureau on or after July 1, 2010.

10.2.3.3.5 If the employee exhausts all options in the above steps then he or she is laid off.

10.3 Recall

10.3.1 Employees shall be called back from layoff to their classification in the Bureau

according to total seniority in the classification in the Bureau from which the employee was laid off, ~~providing the recalled employees are qualified to perform the work.~~ No new employee shall be hired in any classification in the Bureau until all employees on the recall list for that classification have had an opportunity to return to work.

- 10.3.2 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.
- 10.3.3 Employees who are laid off shall be placed on a recall list for the classification in the Bureau from which layoff occurred for a period equal to the length of their total classification seniority, or until recall to the classification in the Bureau from which layoff occurred, for up to three (3) years for a period equal to the length of their total City service, but in no event less than three (3) years or more than five (5) years, or removal as defined below, whichever occurs earlier.
- 10.3.4 The employee, by notifying the Bureau of Human Resources in writing, may become unavailable for recall no more than one specified period of time, except when documented medical evidence or lack of both personal and public transportation prevent the employee from being available for work.
- 10.3.5 On recall of laid off employees, the City shall notify the employee by Certified Letter, with a copy to the Union, mailed to his/her last known address. The employee shall have five (5) days to report his/her intentions to the City and shall report to work within two (2) weeks after notification to the City unless a later date is mutually agreed.
- 10.3.6 Reappointment to the classification in the Bureau, from which the employee was laid off or refusal of appointment by the employee to a bona fide recall, shall result in the employee's removal from the recall list and termination of the employee's right to recall.

11 Bidding, Transfer, and Reclassification

11.1 Civil Service

11.1.2 Nothing in this agreement shall preclude the Director of the Bureau of Human Resources from exercising his or her 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.

11.1.3 When a classification decision is made that results in the reclassification of employees into the bargaining unit represented by the Union or out of the bargaining unit represented by the Union, the City will provide written notice to the Union of the classification decision.

11.1.4 Nothing in this agreement, however, restricts the Director of the Bureau of Human Resource's authority as described in the above paragraph, to classify or reclassify positions.

11.2 Reclassification

11.2.1 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.

11.2.2 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.

11.2.3 The Union also agrees to notify the bureau head, in writing, of any request by a bargaining unit employee for reclassifications.

12 ~~Holidays and Personal~~ Holidays

12.1 The following holidays shall be recognized and observed as guaranteed paid holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day 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.

12.2 Holiday Pay. Holidays shall be paid as follows:

12.2.1 Every regular full-time employee is entitled to a day off with pay on a holiday. A ~~holiday shall be defined as eight (8) hours.~~ Eligible employees shall receive holiday pay equal to each employee's regularly scheduled work shift for each holiday set forth above on which they perform no work. (For example, an employee who is regularly scheduled to work an eight (8) hour shift will be paid eight (8) hours holiday pay; an employee regularly scheduled to work a ten (10) hour shift will be paid ten (10) hours holiday pay; an employee who is regularly scheduled to work a four (4) hour shift will be paid four (4) hours holiday pay.)

12.2.2 Regular part-time employees who serve at least forty (40) hours but less than seventy-two (72) hours each pay period shall ~~receive~~ be entitled to eight (8) hours of holiday pay equal to each employee's regularly scheduled work shift prorated for their Full-Time Equivalent (FTE) for each designated City holiday set forth above on which they perform no work.

12.2.3 Regular job share employees shall receive holiday pay equal to one-half of each employee's regularly scheduled work shift ~~be allowed four (4) hours of pay for each designated City holiday~~ set forth above on which they perform no work.

~~12.2.4 Full-time employees who are on work schedules other than eight hours per day, five consecutive days per week may elect to use either earned vacation leave or leave without pay for the difference between the eight (8) hours of holiday pay they receive under this Article and their regular shift hours.~~

~~12.2.5 Part-time employees may elect to use either earned vacation leave or leave without pay for the difference between the holiday pay they receive under this Article and their regular shift hours.~~

12.2.6.4 If a FLSA covered employee is directed to work on any of the holidays listed above, she or he shall be paid for at the premium rate of time and one-half in addition to the employee's holiday pay.

12.2.7.5 FLSA exempt employees who are 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. Employees may carry over up to two ~~(2)~~ five (5) deferred

holidays. Any deferred holidays over two ~~(2)~~ five (5) not taken as of the end of the first pay period in January shall be forfeited.

12.3 Holiday Pay Eligibility. Employees shall be eligible for holiday pay under the following conditions:

12.3.1 The employee worked on a scheduled work day immediately preceding and immediately following the holiday unless the employee was on pay status for the entire day before and day after the holiday.

12.4 Holiday Observance on Days Off. When holidays fall on an employee's day off they shall be observed as follows:

12.4.1 Whenever any of the holidays listed above 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.

12.4.2 If a holiday is observed on an employee's first scheduled day off, the day before such holiday shall be considered as a holiday and paid as such. If a holiday falls on an employee's second or greater scheduled day off, then the first scheduled work day following the holiday shall be considered as a holiday and paid as such.

12.4.3 ~~When the Friday after Thanksgiving holiday is observed on an employee's first scheduled day off, it shall be observed on the employee's next scheduled work day immediately following this holiday. When the Friday after Thanksgiving holiday is observed on an employee's second or greater scheduled day off, then it shall be observed on the employee's next scheduled work day immediately following this holiday.~~ When the Friday after Thanksgiving falls on an employee's regularly scheduled day off, it shall be observed on the employee's next scheduled work day immediately following this holiday.

Example: An employee is regularly scheduled to work Mondays through Thursdays with Fridays, Saturdays, and Sundays off. Under Article 5.1.4.3 12.4.3 the employee would receive holiday pay for the Thanksgiving holiday. Because the employee has a regular day off on the Friday after Thanksgiving, this holiday would be observed and paid as such on the following Monday, the employee's next scheduled work day immediately following the holiday.

12.4.4 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.

12.4.5 If an employee is on paid sick leave when the holiday is observed, the employee shall be paid for such holiday and it shall not count against the employee's accumulated sick leave.

12.5 Full-time employees who are on work schedules other than eight hours per day, five consecutive days per week will receive full vacation and sick leave accrual for each of the observed holidays for which they are entitled to be paid.

12.6 Personal Holidays

12.6.1 After completion of thirty (30) days of service, each regular full-time employee covered by the terms of this Agreement shall receive twenty-four (24) hours of personal holiday time per calendar year.

12.6.2 After completion of thirty (30) days of service, each regular part-time or job-share employee covered by the terms of this agreement shall receive twelve (12) hours personal holiday time per calendar year.

12.6.3 The first twenty-four (24) hours, or twelve (12) hours in the case of a part-time or job-share employee, taken off on vacation leave by an employee during a calendar year shall be considered personal holidays. Vacation leave days may be utilized one day at a time in any increment of time and may be utilized as personal holidays.

12.6.4 The personal holidays and vacation leave shall be arranged by mutual agreement between the employee and the City.

12.6.5 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.

2/16/12 TA: James A. ...

TA 2/16/2012
[Signature]

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13 Vacations Leave

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

13.1.1 The rate that vacation leave accrues shall depend upon the number of years of total service for the City, whether or not the total was broken. If in a calendar year an employee will have attained the following number of years of total service, then beginning on January 1 of that year, the employee's vacation leave shall accrue at the rate indicated in the following appropriation schedule.

Total Years of Service	Accrual Rate Per Bi-Weekly Period	Equivalent Annual Vacation
0 to 4	3.08 hours	80 hours
5 to 9	4.62 hours	120 hours
10 to 14	5.38 hours	140 hours
15 to 19	6.15 hours	160 hours
20 to 24	6.92 hours	180 hours
25 or more	7.69 hours	200 hours

13.1.2 Total amount of service as used in 13.1.1 above shall be computed to:

13.1.2.1 Include time taken while on leave of absence with pay or for military or parental leave without pay.

13.1.2.2 Include any time under temporary appointment in City service employment and the Portland Development Commission (PDC).

13.1.2.3 Include absences because of an on-the-job injury for up to one (1) year.

13.1.2.4 Exclude time in City service for which the employee receives pension benefits.

13.1.23 An employee's vacation is deemed earned and shall be credited at the beginning of each payroll period.

~~13.1.3 Vacation leave hours will not accrue while an employee is on "no pay status" or an unpaid leave. (Moved to 13.1.4.2.)~~

13.1.4 Employees shall continue to earn vacation credit for:

13.1.4.1 A cumulative period of one (1) year because of time lost for each on-the-job injury, provided that the employee returns to work in accordance with Human Resources Administrative Rule (HRAR) 7.08 Injured Employee Return to Work. However, should such on-the-job injury result in disability

retirement, the employee will be paid for such accrued vacation up to the one-year maximum accrual.

13.1.4.2 Any authorized leave of absence where an employee continues his/her pay status. Vacation leave hours will not accrue while an employee is on "no pay status" or an unpaid leave. (Second sentence moved from 13.1.3.)

13.1.4.3 Any authorized personal leave(s) of absence not to exceed a cumulative total of thirty (30) days in any calendar year.

13.1.4.5 Accruals are prorated for a part-time or job-share employee who works less than full-time (less than 72 hours but more than 40 hours in a pay period).

13.1.5.6 At any given time, an employee's accrued vacation leave balance may not exceed two times their current annual accrual rate as of the end of the first pay period in January. Except, however, if during the month of December, the City requires an employee to work his/her vacation period that was previously scheduled and approved, the amount of vacation worked may be carried over in addition to two (2) years' accumulation.

13.2 All employees shall take vacation leave as follows:

13.2.1 Vacation credits will not be available for use until the newly hired employee has completed thirty (30) days of service. Whenever an employee with more than three (3) months service is laid off or terminated, his/her vacation time shall be paid in a lump sum.

13.2.2 Employees may request vacation leave using the designated process. Except in the case of extenuating circumstances, as determined solely by the Bureau Director or his/her designee, the following applies:

- a. If the request is for three (3) ~~or more~~ to five (5) consecutive days of vacation leave but ~~less than two (2) weeks of vacation leave,~~ the request must be made ~~thirty (30)~~ at least fifteen (15) calendar days in advance of the requested vacation leave period.
- b. If the request is for six (6) to ten (10) consecutive days of vacation leave, the request must be made at least thirty (30) calendar days in advance of the requested vacation leave period.
- c. If the request is for ~~two (2) weeks~~ eleven (11) or more consecutive days of vacation leave, the request must be made at least ~~sixty (60)~~ forty-five (45) calendar days in advance of the requested vacation leave period.

13.2.3 Once an employee's vacation time has been scheduled, the City shall not cancel such scheduled vacation time unless the needs of the operation so dictate. The City reserves the right to restrict, limit or rescind vacation leave when necessary to maintain business operations or services.

13.2.4 No allowance shall be made to an employee for sick leave during a period designated in advance for vacation purposes; except upon a determination by the Bureau of Human Resources Director, that the injury or illness was of a serious nature. Prompt notification of the injury or illness, and clearance by the Bureau of Human Resources Director, shall be made as provided by City policy.

13.2.5 An employee who works an alternative work schedule and who takes vacation leave for an entire day (or week) shall have his or her vacation account reduced by the amount of hours normally worked that day (or week).

Example: if an employee takes vacation on a day that he or she normally works ten (10) hours, he or she shall request ten (10) hours of vacation leave, not eight (8) hours.

TA Julia Getchell 11-21-11 as amended
11-21-11
OK [Signature]

City Counterproposal
November 21, 2011

AFSCME Council 75 Local 189

14 Health and Life Insurance

14.1 Labor/Management Benefits Committee

14.1.1 The parties agree to the continuation of the City-wide Labor/Management Benefits Committee (LMBC). During the term of this initial Agreement, the City shall endeavor to enter into a Letter of Agreement with each of the labor organizations who participate in the LMBC in order to add one (1) AFSCME, Local 189 Portland Housing Bureau bargaining unit representative and one (1) additional City representative to the LMBC.

The LMBC will consist of fourteen (14) members. One member shall be appointed from each of the following labor organizations: the District Council of Trade Unions (DCTU); the Portland Fire Fighters' Association (PFFA); the City of Portland Professional Employees Association (COPPEA); AFSCME, Local 189 representing Emergency Communications Operators (BOEC); Municipal Employees, Local 483 representing Recreation Employees (Recreation); the Portland Police Commanding Officers Association (PPCOA); and AFSCME, Local 189 representing the Portland Housing Bureau (PHB). The remaining seven (7) members shall be appointed by the City.

14.1.2 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. Any committee member may invite one or more visitors to attend committee meetings.

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

14.1.4 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.

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

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

14.1.7 The City Council shall retain the discretion to implement or reject any of the committee's recommendations. In the event the committee makes a recommendation that is consistent with the committee's authority, is actuarially sound and meets all the requirements of federal, state and local laws, and

Exhibit A
Page 29 of 71

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.

14.4.2 Benefits Eligibility

14.4.2.1 Regular Full-Time Employees. 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 in a 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 his/her regularly scheduled hours. Coverage for the employee and his/her eligible family members will be reinstated retroactively to the first of the month in which the employee returns to his/her regular work schedule. Any required catch-up premium contribution(s) 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 benefits 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 in a benefits eligible, budgeted position.

14.4.2.2 Regular Part-Time Employees. 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 in a 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 his/her regularly scheduled hours. Coverage for the employee and his/her eligible family members will be reinstated retroactively to the first of the month in which the employee returns to his/her regular work schedule. Any required catch-up premium contribution(s) 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.

14.4.2.3 Part-Time Employee City Contribution. The amount of contributions which the City will make on behalf of regularly part-time employees for medical, dental, vision and life insurance benefits shall be as follows:

Regularly Scheduled Hours Per Pay Period	Percentage of Full-Time Employee Contribution
40 – 45	50%
46 – 55	63%
56 – 63	75%
64 – 71	88%
72 – 80	100%

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

14.2.3 City/Employee Contributions

14.2.3.1 Effective July 1, 2010 through June 30, 2014 2015, the City shall contribute ninety-five percent (95.0%) of the combined total medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies) for each of the options (self-insured or Kaiser) provided herein. Each employee shall contribute five percent (5.0%) of the combined total rates adopted by the City Council for the one party, two party or family enrollees (whichever applies). Contributions for part-time employees are governed by this Article. Once plan rates for each benefit year have been adopted by the City Council, the respective City and Employee contribution amounts shall be computed and the Union shall be provided written notice of the amounts.

14.3.4 Medical Coverage Opt Out

14.3.4.1 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 Article ~~14.1.2~~ 14.3.1 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

14.3.4.2 Employees may elect to receive the cash payment as cash (subject to withholding) or as a pre-tax contribution into a Flexible Spending Account (MERP or DCAP). 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	\$117.26 per payday
	Two Party	\$93.59 per payday
	Family	\$72.86 per payday

14.3.4.3 Effective July 1, of each year of the Agreement, the City contribution rate provided in the previous year of the Agreement to each employee who opts out of medical coverage shall be adjusted to reflect the full annual percentage increase in the Portland-Salem medical care component in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) 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%).

14.3.4.4 The City shall pro-rate the cash payment and City contribution in 14.3.1 and 14.3.2 14.4.1 and 14.4.2 above for part-time benefits eligible employees if they are actively employed in an eligible job class and status and are working their regularly scheduled hours.

14.4.5 Domestic Partners

14.4.5.1 Benefit coverage for domestic partners will continue. For purposes of this Agreement, the phrase "domestic partners" shall be as defined by the LMBC. Availability of domestic partner benefit is subject to continuing availability from the City's employee benefit insurance carriers. The ~~Labor/Management Benefits Committee~~ LMBC will recommend eligibility rules governing domestic partner benefit coverage to the City Council.

14.5.6 Health Fund Reserves

14.5.6.1 The Health Fund shall be maintained with adequate reserves to meet fund obligations, which include claims, Incurred But Not Reported Claims Reserves, and Large Claim Reserves. The committee shall make recommendations to the City Council on creating other reserves as appropriate.

14.5.6.2 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.

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

14.6.7 Retiree and Survivor Benefits

14.6.7.1 The City shall make available to a retired employee, spouse (or domestic partner) and children, or to the surviving spouse (or domestic partner) and children, or to a surviving spouse or domestic partner, 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.

14.6.7.2 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.

14.6.7.3 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.

14.7.8 Life Insurance

14.7.8.1 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.

14.7.8.2 The City shall make available supplemental life coverage on a voluntary, employee paid basis.

14.8.9 Disability Insurance

14.8.9.1 The City shall modify the benefits plan to include the addition of disability insurance for employees if recommended by the Labor/Management Benefits Committee and approved by the Portland City Council.

14.10 Federal Health Legislation

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

2/16/12 TA: [Signature]

TA 2/16/2012 [Signature]

Tentative Agreement
February 16, 2012

City of Portland and AFSCME Local 189

15 Sick Leave

15.1 Sick Leave Accrual Rates

15.1.1 Regular full-time employees shall accrue four (4) hours sick leave for each two (2) week pay period.

15.1.2 Regular job-share employees shall accrue sick leave at one-half (1/2) the full-time employee rate.

15.1.3 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.

15.2 Sick leave is for an employee's own illness or injury. Sick leave may also be available to care for a family member as provided in the City's Human Resources Administrative Rules presently in effect and/or by state and federal law.

15.3 Employees may accumulate unlimited sick leave. Sick leave will not accrue during unpaid leaves of absence exceeding thirty (30) days. Time for medical and dental appointments will be charged against accrued sick leave.

15.4 Regular full-time and part-time employees, including those in probationary status, shall be eligible for use of earned sick leave after thirty (30) days of continuous employment with the City.

15.5 If the employee is aware that his/her condition will require more than two (2) days' sick leave usage, s/he will inform his/her supervisor of the approximate time of return. An employee who uses more than three (3) consecutive days of sick leave shall be required to present sufficient information from his/her health care provider to allow the City to determine if FMLA/OFLA leave is appropriate and that the employee may return to work without restrictions.

15.6 Sick Leave Misuse

15.6.1 The parties recognize that every employee has a duty to be reliably present at work. Misuse of sick leave shall be cause for disciplinary action. Absences approved under FMLA and OFLA shall not be considered in determining whether an employee has misused sick leave. Evidence of misuse of sick leave may include, but is not limited to:

- a. ~~Absences that are not bona fide sick leave purposes as set out in Article 15 above.~~
- b. ~~Use of accrued sick leave, or other paid or unpaid leave, used in lieu of sick leave that interferes with an employee's ability to perform the duties of his or her job.~~
- c. ~~Sick leave absences in conjunction with scheduled days off, vacation days, "prime days" (an employee's regularly scheduled day(s) off), or some other specific pattern of usage.~~

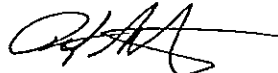
- ~~d. Sick leave usage above the City-wide average for sick leave usage during the previous 12 months.~~
- ~~e. Use of sick leave as soon as the leave is accrued.~~
- ~~f. Failure to confine sick leave usage to the employee's annually accrued sick leave.~~

~~15.6.2 Prior to taking any final action concerning misuse of sick leave, the supervisor will notify the employee that their sick leave usage appears to be abusive and/or excessive. The purpose of the notification is to allow the employee the opportunity to identify the specific reasons for the usage of sick leave, and to assist the employee in a cooperative effort to alleviate the cause of the problem.~~

~~15.6.3 In addition to discipline, an employee who has been notified of his/her apparent misuse of sick leave may also be required to furnish a doctor's certificate for each day of illness or placed on sick leave probation for a period of six (6) months. An employee on sick leave probation will not be compensated for the first (1st) work day lost for each occurrence of sick time absence. If an employee documents each sick leave absence at the time of occurrence during his/her sick leave probation with doctor's certificates, or is not absent, then such restriction shall be removed.~~

15.7 Sick Leave Utilization Upon Retirement

15.7.1 The City agrees to convert sick leave pay, upon retirement to a PERS supplement, as contemplated by ORS 238.350, or on an equivalent basis for those employees covered by a retirement program other than PERS.

TA 1/17/12 

TA Julia Hetchell 1/17/12

16 Family and Medical Leave

- 16.1 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 (FMLA) and the Oregon Family Leave Act (OFLA) and as designated in the City's Human Resources Administrative Rules. For purposes of Family Leave, the City agrees that "spouse" includes "domestic partner".
- 16.2 Any subsequent changes in the law or the Human Resources 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.
- 16.3 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 47 15 except as indicated below in this article.

(a) Notwithstanding the provisions of Article 48-3 16.3 above, an employee may hold back all compensatory time and whatever vacation is necessary to accumulate a total of 80 hours of combined compensatory and vacation time for use upon return from Family Leave.

(b) If an employee has qualified for family leave and has exhausted all other forms of paid leave, the employee may use sick leave in cases of a "serious health condition" (as defined in state law) in the employee's immediate family (as defined in ORS state law including domestic partner as defined in this Labor Agreement). If the duration of the employees' family leave is longer than the amount of the employees' 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.

- 16.4 **Parental Leave.** 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"):

(a) Such employee shall be allowed to use sick leave, or vacation leave or compensatory time during the period of leave for the above purpose, as provided by State law.

(b) An additional period of unpaid leave or accrued vacation shall be granted upon request to extend the period to a total of 6 months.

- 16.5 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. An employee must exhaust all sick and unreserved vacation leave and unreserved accrued compensatory time before taking unpaid leave.

TA Julia Stutchell 11-1-11
Rob Wheaton 11-1-11

17 Leaves of Absence

17.1 Funeral and Bereavement Leave

17.1.1 An employee absent from duty by reason of the death of his or her immediate family member(s) including spouse, domestic partner, parents, children, sisters, brothers, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents-in-law, step-children, step-brothers, step-sisters, step-parents, step-grandchildren, step-grandparents and the equivalent relatives of an employee with a domestic partner shall be allowed three (3) days' time off duty without deduction of pay on account of such absence. For the purpose of 17.1 and its subsections, a day is equal to the employee's regularly scheduled work shift.

17.1.2 An additional two (2) days' leave shall be allowed an employee for necessary funeral travel time in the event of a death in his/her immediate family. Approval for such time shall be made by the Bureau Director (or his/her designee).

17.1.3 Under exceptional circumstances leave for death may be granted by the Bureau Director (or his/her designee) upon the death of a person other than the employee's immediate family.

17.1.4 When an employee attends the funeral ceremony for a fellow employee, she/he will be granted four (4) hours' time off with pay to attend such funeral ceremony, subject to the needs of the operation.

17.2 Leave Without Pay

17.2.1 With reasonable advance notice and with the consent of the City, employees may be permitted a day time off without pay; provided, however, that no day time off or leave shall be granted for other outside employment.

17.2.2 It is further provided that employees may be granted long term leaves of absence for personal sickness or injury that is not job-related.

17.2.3 Employees must exhaust all appropriate accrued leave prior to going on unpaid leave except in accordance with the Human Resources Administrative Rules on Family Medical Leave and Military Leave.

17.2.4 After a personal leave of absence of longer than six (6) months for any reason, an employee desiring to return to work must give the City ten (10) calendar days' written notice of their intent to return. However, if a vacancy does not exist at the time such employee decides to return from leave, the employee shall be placed on the appropriate recall list in accordance with Article 10.

~~17.23 Union Leave~~

~~17.2.3.1 Short Term Union Paid Union Leave~~

~~17.2.3.1.1~~ Authorized Union Representatives, upon written requests from the Union, shall be given short term leaves of absence [less than thirty (30) days] to transact business for the Union in which they are a represented member, provided the Bureau is able to accommodate such requests. The Union will cooperate with the City by controlling requests for such short term leaves to a maximum of two (2) three (3) employees off at any given time and in a manner which will minimize interference with the City's operations.

~~17.2.3.1.2~~ When activities that solely benefit the Union must be conducted during working hours of the participants, employees must make arrangements with from their supervisors for time off work.

~~17.2.3.1.3~~ The Union shall notify the Bureau of Human Resources that the employees are on authorized union leave. Such Union notice shall include the name of the employee, his or her supervisor's name, the date and times of the requested Union leave.

~~17.2.3.1.4~~ Both the employee and the Union shall notify the City in writing at least seven (7) calendar days in advance for union leaves of up to four (4) hours, fourteen (14) calendar days in advance for union leaves of more than four (4) hours but less than fourteen (14) calendar days, and at least fourteen (14) twenty-one (21) calendar days in advance for union leaves of more than four (4) hours fourteen (14) calendar days but less than thirty (30) calendar days. Failure by the employee or the Union to provide timely notification may result in a denied union leave request.

~~17.2.3.1.5~~ Employees granted short term Union paid union leave shall be maintained on the payroll with full accrual of wages and benefits. Such Union paid union leave shall be counted as leave without pay in the calculation of eligibility for City paid health benefits as provided in this Agreement. Employees shall code their timesheets as Union paid union leave.

~~17.2.3.1.6~~ 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 124.76% of the employee's normal hourly wage and includes 16.49% for PERS, 6.2% for SSI, 1.45% for Medicare and .6195% for Tri Met.) Should the wage driven benefits costs change, the City will provide written documentation of the change to the Union.

~~17.2.3.2~~ Long Term Union Paid Union Leave

~~17.2.3.2.1~~ If an employee covered by this Agreement is elected or appointed to an office in the Union of which s/he is a represented member which requires a long term leave of absence from his/her duties with the Bureau to represent Bureau Union members, s/he shall, upon fifteen (15) calendar days' written notice, be granted a union leave of absence without pay, provided the Bureau is able to

~~accommodate such requests. The duration of the union leave shall be based on the time an employee is elected or appointed to represent Bureau union members.~~

~~17.2.3.2.2 There shall be no more than one (1) employee on long term union leave at any given time. Notwithstanding the foregoing, this section would not preclude employees from attending union conferences at no cost to the City.~~

~~17.2.3.2.3 Such long term Union paid union leave shall be counted as leave without pay in the calculation of eligibility for City paid health benefits as provided in this Agreement. Employees shall code their timesheets as Union paid union leave.~~

~~17.2.3.2.4 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 124.76% of the employee's normal hourly wage and includes 16.49% for PERS, 6.2% for SSI, 1.45% for Medicare and .6195% for Tri-Met.) Should the wage driven benefits costs change, the City will provide written documentation of the change to the Union.~~

~~17.2.3.2.5 An employee on union leave who no longer fills the position to which s/he was elected or appointed, has thirty (30) calendar days in which to notify the City in writing of his/her desire to return to active City employment and must accept the first available opening offered that s/he is physically and technically capable of performing within his/her Bureau classification, or the leave is automatically terminated.~~

~~17.2.3.2.6 The return to active Bureau employment shall be effected by the employee requesting to have his/her name placed on the appropriate recall list. Any employee placed on the recall list is subject to applicable Human Resources Administrative Rules. She or he may be certified only for vacant positions represented by the Union and in which classification status is held. Furthermore, the employee desiring to return from a union leave of absence must demonstrate that s/he is physically and technically qualified to perform the work of that classification in the Bureau in which s/he holds status.~~

17.34 Blood, Stem Cell, and Bone Marrow Donation Leave. Subject to the mutual agreement between the City and the employee, a reasonable period will be allowed for the donation of blood and participation in the registry for stem cell and bone marrow transplant on a voluntary basis. If the donation period occurs on City time, it shall not normally exceed two (2) hours.

17.45 Civil Service Board. Where the employee cannot arrange alternative schedules with the Bureau of Human Resources, the employee will be allowed to take Civil Service examinations without loss of regular pay for the duration of the time spent in the examination.

17.5.6 Military Leave. Military leave shall be provided to employees in accordance with ORS Chapter 408. Employees shall notify their supervisor in writing of their scheduled military leave dates as soon as they have been notified. The employee shall provide the bureau with copies of their orders when they receive them from the military.

TA 8/9/11 *[Signature]*
TA Julia Getchell
8.9.11

Article 18. Jury Duty and Witness Pay.

18.01 All employees shall be granted leave with pay and without loss of any benefits of his/her employment, to serve as a juror in State or Federal court or witness as a consequence of their official duties in response to subpoena or similar service issued out of a State or Federal Court, subject to the following provisions:

- (a) All employees granted such leave or receiving witness fees shall pay all money received for his/her service as a juror or witness to the City Treasurer, less any travel allowance received.
- (b) Where the employee is required to serve as a juror or witness on a scheduled day off or vacation day, and such day cannot reasonably be rescheduled, s/he may retain the fee paid for service as a juror or witness on his/her day off or vacation day.
- (c) If a FLSA covered/hourly employee is subpoenaed to appear on a civil or criminal case, as a consequence of their official duties, on their off duty time; they shall receive a minimum of four (4) hours at the rate of time and one-half, and if more than four (4) hours, they shall receive pay at the rate of time and one-half for the time actually spent in court rounded to the next hour, and they shall be allowed to retain the witness fee.

(e)

18.02 If an employee granted leave under this Article is excused from service as a juror or witness with more than two (2) hours remaining in his/her work shift, s/he shall notify his/her immediate supervisor, and shall report to work the remainder of his/her shift if his/her immediate supervisor requests him/her to do so.

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City Counterproposal
October 17, 2011

TA ~~Ch. AA~~ 10/17/11
AFSCME Council 75 Local 189

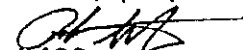
TA Julia Getchell
10.17.11

19. Safety

- 19.1 The City will exert every reasonable effort to provide and maintain safe working conditions, and the Union will cooperate to that end and support the City when discipline is reasonably required in the case of safety regulation violations. The willful violation of any State or Federal safety law by an employee shall be cause for disciplinary action or discharge.
- 19.2 **Safety Committee.** The parties will encourage their members to work in a safe manner, will support efforts to change unsafe work habits of employees and recognize that disciplinary action may be imposed for just cause in matters involving violations of safety rules and procedures. To that end a Safety Committee shall be established. The Safety Committee shall be comprised of at least two union-represented employees and at least two representatives from management. The Safety Committee shall meet as needed and determine its own agenda, based upon the needs of the workplace.

2/16/12 TR: Joanne A. Subal

TA 2/16/2012



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February 16, 2012

City of Portland and AFSCME Local 189

20. Union Representation

The Business Representatives of the various Unions shall have access to the City's operations, provided they do not interfere or cause workers to neglect their work.

20.1 **Union Activities.** The parties agree to the primary principle that Union activities will normally be carried on outside of working hours. It is recognized, however, that there are reasonable limited deviations from this policy, such as posting of Union notices and distribution of Union literature, which do not require substantial periods of time. It is also recognized that from time to time it will be necessary for the investigation and settlement of grievances to be carried on during working hours. The shop steward or Union officer shall notify his/her supervisor prior to performing such grievance-related activities. Such employee(s) shall notify his/her immediate supervisor indicating the nature and expected duration of such absence. If the time cannot be granted due to operational necessity, the responsible supervisor(s) shall arrange in a timely fashion for a mutually satisfactory time to perform the requested activity. Where such activities are necessarily or reasonably to be performed on City time, they may be done without loss of pay to the employee involved provided, however, such activities will be limited to the steward and/or Union officer having direct responsibility for them.

20.2 **Shop Stewards.** It is recognized by the City that shop stewards are desirable for the proper administration of the terms of this agreement. The City also recognizes that it is desirable that the person designated as steward shall receive his/her fair share of the work that s/he is qualified to perform. In no event shall the City discriminate against a steward in the matter of layoff or rehires or discharge him/her on account of the proper performance of his/her steward's duties.

The Union shall have a right to take up any disciplinary action brought against a Shop Steward by the City as a grievance at Level Two of the grievance procedure, and the matter shall be handled in accordance with this procedure through arbitration, if deemed necessary by either party.

20.3 **Consultation, Negotiations and Meetings.** Consultation, negotiations and meetings with the City representative will be carried out at times mutually acceptable, and each party shall in good faith endeavor to perform such activities at a time which will not unreasonably inconvenience the other nor detract from the City's work operations. When such activities need to be carried on during working hours of the participants, such scheduled participants shall suffer no loss of pay for time actually spent in the activity nor for reasonable travel time to and from the activity. Such activities will include portions of Civil Service meetings to the extent that employees attend to provide testimony on agenda items directly impacting their individual employment status and make prior arrangements with their supervisor for such attendance. Where such issues impact more than one employee, no more than one employee spokesperson may attend on City time.

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- 20.3.1 Meetings for the purpose of discussing disciplinary action under section 31.1 will be held as promptly as possible, usually within two (2) working days, unless compelling reason requires an extension of time of up to an additional two (2) working days of the request for such a meeting.
- 20.4 **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.
- 20.4.1 There shall be one official personnel file maintained by the Bureau of Human Resources. Upon signing this agreement, all future disciplinary actions will be maintained in the official personnel file. Any employee shall be allowed to examine his/her personnel file upon request. An employee will be made aware of any information placed in his/her personnel file. Nothing herein shall preclude bureaus from maintaining unofficial personnel files.
- 20.4.2 All written working rules or regulations affecting the working conditions of any employee covered by this agreement shall be made available upon request to the Unions. The Union and the City shall meet immediately on any rule or regulation which tends to be in conflict with this agreement. It shall also be the responsibility of the City to inform employees of all rules and regulations which affect him/her as an employee.
- 20.5 **Labor Management Committee.** The parties agree to establish a Labor Management Committee for the duration of this labor agreement.
- 20.6 **New Employee Orientation.** A steward and newly hired employee each shall be granted thirty (30) minutes of City-paid Union leave, during the new employee's first thirty (30) days of employment to discuss new member orientation and union issues. The Union Representative shall have access to the worksite to attend as well. If at any time during the term of this contract, the City should hold an orientation for new employees, the affiliated union representative(s) may be invited to attend and given an opportunity to address new employees.
- 20.7 **Union Bulletin Boards**
- 20.7.1 The City shall furnish bulletin boards in places mutually satisfactory to the City and the Unions. Such bulletin boards are to be used by the Unions to post notices of interest to the employees.
- 20.7.2 Such notices shall be signed and in good taste and shall not reflect on the integrity or motives of any individuals, City Bureaus or activities.
- 20.7.3 If the City believes that a notice does not meet the criteria specified in Article 20.7.2, it will notify the Union. Upon such notification, the Union will remove the notice. If the City and the Union disagree whether or not a notice meets the criteria specified in Article

20.7.2, they will meet and attempt to resolve their differences. If the City and the union still cannot agree, the union may file a grievance. If the matter is eventually referred to arbitration through the grievance process, the issue before the arbitrator will be whether or not the notice met the criteria specified in Article 20.7.2. If the arbitrator determines that the criteria of 20.7.2 have been met, the notice will be re-posted.

20.8 Union Leave

- 20.8.1 Authorized Union representatives, upon written requests from the Union, shall be given short term leaves of absence (less than thirty (30) days) to transact business for the Union in which they are a represented member. The Union will cooperate with the City by controlling requests for such short term leaves to a maximum of four (4) employees per Union off at any given time and in a manner which will minimize interference with the City's operations. Employees granted such leave for attending court, Executive Board Meetings, Membership meetings, or conferences, training, and workshops pertaining to collective bargaining, arbitration, and other labor law matters and developments 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 124.76% of the employee's normal hourly wage and includes 16.49% for PERS, 6.2% for SSI, 1.45% for Medicare and .6195% for Tri-Met.) Should the wage-driven benefits costs change, the City will provide written documentation of the change to the Union. Such paid leave shall be counted as leave without pay in the calculation of eligibility for City-paid health benefits as provided in Article 14.
- 20.8.2 If, however, an employee covered by this Agreement is elected or appointed to an office in the Union of which s/he is a represented member which requires a long term leave of absence from his/her duties with the City to represent City of Portland Union members, s/he shall, upon fifteen (15) calendar days' written notice, be granted a union leave of absence without pay. The duration of the union leave shall be based on the time an employee is elected or appointed to represent City of Portland union members. An employee on union leave that no longer fills the position to which s/he was elected or appointed, has thirty (30) calendar days in which to notify the City in writing of his/her desire to return to active City employment and must accept the first available opening offered that s/he is physically and technically capable of performing within his/her City classification, or the leave is automatically terminated.
- 20.8.3 The return to active City employment shall be effected by the employee requesting to have his/her name placed on the appropriate laid-off list. Any employee placed on the recall list is subject to applicable Human Resources Administrative Rules. She or he may be certified only for vacant positions represented by the affiliate Union and in which classification status is held. Furthermore, the employee desiring to return from a union leave of absence must demonstrate that s/he is physically and technically qualified to perform the work of that classification in which s/he holds status.
- 20.8.4 There shall be no more than one (1) employee on long term union leave at any given time from a Union representing less than 500 City employees at the time of leave.

Notwithstanding the foregoing, this section would not preclude employees from attending union conferences at no cost to the City.

Julia Hitehell
7.26.11
[Signature] 7/26/11

Article 21. Pay Day

21.01 Payday shall be biweekly and in no case shall more than six (6) days' pay be held back. Employees shall be paid prior to the end of their assigned shift.

21.02 In case an employee is laid off, quits or is discharged, s/he shall receive his/her pay in compliance with State law.

21.03 Upon request by the employee the City will make any earnings-related payroll data not regularly provided on the pay stub available to the employee without unreasonable delay.

- A. Fees and/or tuition to professional development seminars, classes, workshops and conferences.
- B. Travel, per diem, lodging, and special expenses associated with attendance at professional development seminars, classes, workshops and conferences. All travel-related reimbursements shall be subject to City rules, policies, and procedures.
- C. Books, tapes, videos and software that may assist the employee in his/her professional development.
- D. Licenses, certifications and professional organization dues related to, but not required for, an employee's current position.

22.3.2 Release time to attend professional development activities shall be subject to approval at the Bureau director, or designee's, sole discretion.

22.4 Fund Administration

22.4.1 The Professional Development Fund shall be administered by a three (3) member Professional Development Committee. Two (2) members of the Professional Development Committee shall be appointed by the Union and one (1) member by the Bureau.

22.4.2 The Professional Development Committee decisions shall be made by consensus. The Professional Development Committee shall establish committee decision-making processes and criteria for approval of Professional Development Fund requests.

22.4.3 Professional development funds shall be disbursed on a reimbursement basis. Applications must be received before professional development activities begin. Applications for reimbursement shall be considered on a first-come, first-served basis.

22.4.4 All reimbursements shall be subject to City rules, policies, and procedures.

22.5 Article 22 is not subject to the grievance procedure.

22.6 The parties agree that either party may terminate Article 22 at any time for any reason upon thirty (30) days written notice to the other party.

TA *[Signature]* 8/9/11
Julia Getchell 8.9.11

Article 23. Evaluations/Counseling.

23.01 Private discussions, evaluations or counseling may be used to review or evaluate employee performance or conduct and are not considered disciplinary action. Private discussions, evaluations or counseling are intended to acknowledge employee performance, identify standards of performance and behavior, and should result in reviewing employee progress in meeting identified standards of performance and behavior.

23.02 An employee shall receive a copy of any employee evaluation report, and management will receive acknowledgment that the employee has received such report. Any rebuttal to an employee's evaluation report shall be, upon request of the employee, attached to the evaluation report and placed in the employee's personnel file. Such rebuttal must be filed within fifteen (15) work days following receipt of the evaluation report. Performance evaluations will be subject to the grievance procedure only when they are used as the basis for discipline or if an employee is claiming a factual misrepresentation.

23.03 One-on-one discussions, evaluations or counseling by supervisors do not require the presence of a Union representative, but may be permitted upon mutual agreement between the supervisor and the employee.

23.04 The parties agree that all meetings under this Article will be conducted in a professional manner and in a spirit of mutual respect.

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~~24~~ Telecommuting

Withdrawn by the Union without prejudice on November 21, 2011.

25 — ~~New Technology~~

- 25.1 In the event of implementation of a new technology which, because of a lack of qualifications of employees, may result in the lay-off of employees or in the creation of a new job classification, the City shall meet with the Union, at its request, to discuss training possibilities and other methods which might exist to reduce the impact on employees.

Withdrawn by the City without prejudice on November 21, 2011.

~~26 — Background Investigations and/or Criminal Records Check~~

~~26.1 — In the event of changes to the business requirements of the Bureau, federal or state agencies, or industry oversight groups, the City can require employees to pass a criminal history check and/or background investigation. An employee required to undergo a criminal history check and/or background investigation will be informed of the reason for it as well as the components of the check and/or investigation.~~

~~26.2 — Members who fail to pass a criminal history check and/or background investigation shall be laid off in accordance with the provisions of this Agreement.~~

Withdrawn by the City without prejudice on November 21, 2011.

JA 7/26/11
Julia Mitchell 7-26-11

Article 27. Productivity

27.01 It is the intent of the parties to achieve and sustain maximum productivity per employee during the term of this agreement.

27.02 In return to the City for the wage rates and working conditions herein provided and consistent with the principle of a fair day's work for a fair day's pay, the Union pledges its agreement with the objective of achieving the highest level of employee performance and efficiency consistent with safety, good health and sustained effort.

City Counterproposal
August 9, 2011

TA 8/9/11 
AFSCME Council 75 Local 189

28 Maintenance of Standards

TA Julia Hetchell 8-9

All mandatory conditions of employment not specifically mentioned in this Agreement shall remain at the levels in effect at the time of ratification by both parties of the initial Agreement (DATE).

Julia Getchell 7-26

[Signature] 7/26/11

29

Article 26. Strikes & Lockouts Barred

29.01

26.01 There shall be no lockouts on the part of the City, nor suspension of work on the part of the employees. This agreement is a guaranty that for its duration there will be neither strikes, picketing nor lockouts, and that all complaints, grievances or disputes arising under its provisions will be settled pursuant to its grievance procedure. Employees covered by this Agreement shall not be used to perform work which is normally performed by striking employees.

29.02

26.02 If an employee encounters a labor dispute picket line at an assigned work location, the employee shall immediately contact his or her supervisor. The City and the employee's union shall confer about appropriate actions to ensure employee safety and the completion of City work.

29.03

26.03 ORS 243.732 provides that public employees, other than those engaged in a non-prohibited strike, who refuse to cross a picket line shall be deemed to be engaged in a prohibited strike.

2/16/12 TA: *Johnnie Duff* TA 2/16/2012

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City of Portland and AFSCME Local 189 *HA*

30.1 Salary Rates

30.1.1 Salaries shall be paid in accordance with the provisions of Schedule A attached hereto.

30.1.2 Each employee shall be eligible for a salary step increase on his or her job classification anniversary date until he or she reaches the top step for his or her classification.

30.1.3 The employees listed below shall be eligible for a salary step increase on his or her job classification anniversary date during fiscal year 2012-2013 equivalent to two (2) salary steps provided that such increase does not exceed the top step of his or her classification:

Kari Hernandez
Marilyn Hurlley
Sharon Johnson
Kim McCarty
Kathryn Romero
Richard Sassara
Barbara Shaw
David Sheern
Sheryl Stratton
Dorothea Van Bockel
Mary Welch

w/ Editing

30.2 Initial Salary Rates

30.2.1 All initial full-time and part-time regular appointments to the classifications listed in Recognition shall be to the entry rate of the pay-range the first step for the classification except as follows:

- a. At the discretion of the Bureau Director, an employee's initial appointment to a classification may be at a rate up to step 4 the midpoint of the assigned range step.
- b. Initial appointments above the midpoint step 4 may be made only with the approval of the Bureau of Human Resources Director.

30.3 Merit Salary Increases

~~30.3.1 Employees shall progress through their assigned salary range based on the City's Performance Management System and in accordance with the Compensation Policy.~~

~~30.3.2 The City will conduct performance reviews at least annually. Copies of performance reviews will be placed in the employees' personnel files.~~

~~4.4.2 Employees shall be evaluated and may receive pay increases according to Article 4.1.3 based on the City's Performance Management System until the employee reaches the~~

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~~maximum of the pay range for his/her classification.~~

~~30.3.3 Each employee shall be eligible annually on his/her job classification anniversary date for a merit pay increase of up to 4.1% or to the top of the range for his/her classification, whichever is less.~~

~~30.3.4 Merit increases must be awarded in the fiscal year in which they are earned. To accommodate employees whose anniversary dates are in June, merit increases for these employees must be awarded no later than August 31 following the close of the fiscal year ending June 30.~~

~~30.3.5 Each employee who transferred from the PDC on July 1, 2010 shall be eligible on his/her job classification anniversary date during fiscal year 2011-2012 for a merit pay increase of up to 5.1% or to the top of the salary range for his/her classification, whichever is less.~~

30.43 Promotional Salary Increases

30.4.1 When an employee is temporarily or regularly appointed to a classification with a higher maximum rate of pay, the employee's pay rate shall be the step rate within the higher classification range which represents at least a 3% increase over the employee's regular rate in his or her former classification, provided that in no event shall the new rate of pay exceed the maximum rate for the higher classification. In no event shall an employee receive a decrease in pay upon promotion.

30.4.3.2 Based upon bona fide recruitment needs, employees promoted during the term of this Agreement may be placed up to the midpoint of the salary range for the higher classification step 4, if approved by the Bureau Director. Placement above the midpoint of the salary range step 4 of the higher classification may be made with the approval of the Bureau of Human Resources Director.

30.5.4 Demotional Salary Decreases

30.5.4.1 If a regularly appointed employee voluntarily demotes to a lower paying classification they shall retain their anniversary date and their salary shall be at the rate step in the new pay range which affords the least reduction in pay. In no event shall an employee receive an increase in pay upon demotion.

30.6.5 Reporting Pay

30.6.5.1 Any employee who is scheduled to report to 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.

30.6.7.6 PERS/OPSRP

30.6.7.6.1 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.

30.7.8.7 Deferred Compensation

30.7.8.7.1 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.

30.8.9.8 Recoupment of Overpayment/Underpayments

30.8.9.8.1 Overpayments

30.8.9.8.1.1 In the event that an employee receives wages or benefits from the City to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the City shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:

30.8.9.8.1.2 The City may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of two (2) years before the notification.

30.8.9.8.1.3 Where this process is utilized, the employee and City shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.

30.8.9.8.1.4 If there is no mutual agreement at the end of the thirty (30) calendar day period, the City shall implement the repayment schedule stated in sub (4) below.

30.8.9.8.1.5 If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered

in a lump sum deduction from the employee's paycheck. If an employee leaves City service before the City fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.

30.8.9.8.1.6 An employee who disagrees with the City's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure.

30.8.9.8.1.7 The Article does not waive the City's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

30.8.9.8.2 Underpayments

30.8.9.8.2.1 In the event the employee does not receive the wages or benefits to which the record/documentation has for all times indicated the employer agreed the employee was entitled, the City shall notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or benefits to be repaid. The City shall correct any such underpayment made within a maximum period of two years before the notification.

30.8.9.8.2.2 This provision shall not apply to claims asserting eligibility for payments which result from this agreement. Employees claiming eligibility for such things as lead work, work out of classification pay or reclassification must pursue those claims pursuant to the timelines elsewhere in this agreement.

31 Discipline and Discharge

31.1 Disciplinary Actions

31.1.1 Disciplinary actions or measures shall include only oral warning, written reprimand, demotion, suspension without pay and discharge. Disciplinary action or measures may be imposed only for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

31.2 Work Improvement Plans

31.2.1 The City may initiate and write work improvement plans for an employee who has less than acceptable job performance. The work improvement plan will delineate specific work and/or work related areas to be corrected and improved.

31.2.2 The parties acknowledge that a work improvement plan is a tool whereby the City can communicate, to an employee, areas of the employee's performance that are deficient, how the problem(s) is to be rectified and that failure to rectify the problem(s) may lead to disciplinary action.

31.2.3 The parties agree that the work improvement plan is not a disciplinary action ~~and~~.—A work-improvement-plan is not a required step in the disciplinary process, but may be included as part of a formal disciplinary action.

31.3 General Disciplinary Procedures

31.3.1 The City shall not warn, reprimand, discharge, demote or suspend without just cause any employee who has completed his/her probationary period as provided in this Agreement.

31.3.2 If the City has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

31.3.3 The employee will be told the specific issues and given the information forming the basis for such action. The employee will also have the opportunity to respond to the issues.

31.3.4 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 discussion.

31.3.5 If, in any case, the City feels that there is just cause for discipline, the employee involved and the Union shall be provided with a written notice of discipline seven (7) calendar days before the effective date. Such discipline shall state the nature of the offense for which the employee is being discharged, demoted or suspended, in detail, specifying dates, locations and the particular nature of the offense committed by the

employee and the right to respond prior to the effective date of proposed discipline.

- 31.3.6 Written disciplinary actions shall not be posted; however, this does not preclude management from notifying other management and employees when restrictions are applied to an employee as a result of discipline.
- 31.3.7 Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all rights and conditions of employment unless otherwise stipulated by mutual agreement or otherwise specified in the grievance procedure or by an arbitrator under the grievance procedures hereinafter set forth.
- 31.3.8 Records of oral or 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 corrective action and has received no other disciplinary actions. Approval to remove such material from the file shall not be unreasonably withheld.

2/16/12 TA: *Guome S. D. ...*

TA 2/16/2012
[Signature]

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City of Portland and AFSCME Local 189

New Article: Performance Evaluations

Management reserves the right to conduct annual performance evaluations. Performance evaluation processes and results are not subject to the grievance procedure. Performance evaluations shall be placed in an employee's personnel file. If an employee disagrees with statements made in their performance evaluations, he or she may add a statement to his or her personnel file in response.

[Signature] 10/11/2011

32 Grievances, Complaints, and Arbitration

TA Julia Getchell 10.11.11

32.1 General Provisions

32.1.1 To promote better City/employee relationships, all parties pledge their immediate cooperation to settle any grievances or complaints that might arise out of the application of this Agreement, and the following procedure shall be the sole procedure to be utilized for that purpose.

32.1.2 The parties further agree that all meetings under this procedure will be conducted in a professional manner and in a spirit of mutual respect consistent with mutual resolution of grievances arising under this Agreement. For purposes of this procedure, a grievance shall be defined as a contention that there has been a breach of specific provision of this Agreement.

32.1.3 If there is a breach of any provision of this Agreement affecting a group of employees, or if the breach of any provision of this Agreement is the result of an agreement reached between the City and an employee without the approval of the Union, the Union shall have the right to take up such breach with or without the consent of the employees or employee involved.

32.1.4 Upon appeal of any discharge, demotion or suspension before the Civil Service Board any grievance filed under the terms of this Agreement shall be withdrawn.

32.2 Grievance Procedure

32.2.1 Time Limits. It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement. Failure by the Union to move the grievance to the next level pursuant to the time limits set forth in this procedure shall constitute a waiver of the right to pursue that grievance further. Failure by the City to respond in writing within the time limits at each level shall render the grievance automatically appealed to the next level in the grievance procedure. The Union will advise the appropriate individual at the next level within a reasonable period of time.

32.2.2 Informal Level

- a. Before initiating a formal written grievance at Level One, the employee shall attempt to resolve the matter by informal conference with his or her immediate designated supervisor outside the bargaining unit. If the immediate supervisor is not available, the employee shall attempt to contact the manager of the immediate supervisor within the same chain of command.
- b. 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.

- c. Either party may declare that the informal level has been completed.

32.2.3 Level One – Bureau Director or Designee

- a. If a dispute is not resolved at the informal level, the employee or Union shall file the grievance in writing on the appropriate form to the Bureau Director or his/her designee within thirty (30) calendar days of the claimed violation.
- b. The grievance statement shall specify (each of) the provision(s) of this Agreement claimed to be violated and the manner in which such provision is claimed to have been violated, all pertinent information, the remedy sought, and shall be signed by (each of) the employee(s) and/or by the Union. The Grievant(s) and the Union have a good faith obligation to be as complete and forthcoming as possible in making this statement and providing information regarding the grievance.
- c. The parties shall meet to discuss the grievance with the Bureau Director or his/her designee to whom the grievance is submitted and shall communicate his or her decision, along with the reasons therefore, to the employee and the Union in writing within twenty-one (21) calendar days after having received a timely appeal to Level One.

32.2.4 Level Two – Human Resources and Commissioner-in-Charge

- a. If the employee or the Union is not satisfied with the disposition at Level One, the employee or the Union may appeal the grievance to the Bureau of Human Resources Director and Commissioner-in-Charge at Level two within fourteen (14) calendar days after receiving notice of the Level one decision.
- b. The Union or the Grievant with the concurrence of the Union shall have the right to perfect the grievance prior to Level Two with the understanding that the right to perfect is limited to the substantive issues previously raised in the grievance.
- c. The Union shall have a right to take up any disciplinary action brought against a Shop Steward by the City as a grievance at Level Two of the grievance procedure within thirty (30) calendar days of receipt of the written notice of imposed disciplinary action (see Clause 20.5.2 of this Agreement).
- d. A grievance involving a suspension, demotion or discharge shall be filed directly at Level Two no later than ~~fourteen (14)~~ thirty (30) calendar days of receipt of written notice of imposed discharge, demotion or suspension.
- e. To submit a grievance to Level Two a copy of the grievance shall be filed with simultaneously with the office of the Commissioner-in-Charge and the Bureau of Human Resources director or his/her designee. If the Commissioner-in-Charge does not retain jurisdiction of the grievance within seven (7) calendar days after receiving a timely appeal, the grievance shall be considered as having been delegated to the Bureau of Human Resources.

- f. The appeal shall include a copy of the original grievance, the decision rendered at Level One, if any, a concise statement of the reasons for the appeal and the specific relief requested.
- g. Upon timely filing, the written grievance will be discussed between the employee, the Union involved and the Bureau of Human Resources Director or his/her designee within twenty-one (21) calendar days after filing, unless extended by mutual written consent. The Bureau of Human Resources Director or his/her designee shall respond to the grievance within thirty (30) calendar days after the grievance has been filed at Level Two.
- h. Upon the timely filing of written grievance as specified herein, the Union shall have the sole discretion as to the processing of such grievance and shall have the right to carry the grievance through the grievance procedure with or without the consent of the employee(s) originally filing the grievance.

32.2.5 Level Three—Mediation

- a. If the Union is not satisfied with the Level Two response, upon the mutual agreement of the parties it may be referred to mediation within fourteen (14) calendar days after the Level Two disposition has been rendered.
- b. The costs of the mediator only will be equally split between the parties. All other expenses, including but not limited to witness preparation and appearance, shall be paid by the party incurring them.

32.2.6 Level Four – Arbitration

- a. If the grievance remains unresolved at Level Two or Level Three (mediation) the local Union involved shall have the right to refer the matter to arbitration. In the event the Union elects to do so, it must notify the Bureau of Human Resources Director of its decision in writing within twenty-one (21) calendar days of denial of the grievance at Level Two or twenty-one (21) calendar days after the close of mediation if the parties agree to refer the grievance to Level Three.
- b. After the grievance has been referred to arbitration, the parties or their representatives shall jointly request the State Conciliation Service for a list of names of seven (7) arbitrators. The parties shall select an arbitrator from that list by such method as they may jointly select, or if they are unable to agree upon a method, then by the method of alternate striking of names under which the grieving party shall strike the first name objectionable to it, and the City shall then strike the first name objectionable to it. The final name left on the list shall be the arbitrator.
- c. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, amend, add to or detract from the terms of this Agreement. The

decision of arbitration shall be within the scope and terms of this Agreement and shall be in writing.

- d. The City and Union involved shall divide equally the arbitrator's fee, the cost of any hearing room and the cost of a shorthand reporter if requested by an arbitrator. All other expenses, including but not limited to witness preparation and appearance, shall be paid by the party incurring them.
- e. The time limits specified herein shall be jurisdictional unless waived by mutual agreement of the parties. The Union shall have sole authority to determine whether a grievance shall be submitted to arbitration, and any such decision or settlement of the grievance between the Union and the Human Resources Director/Department Head in good faith shall be binding on all parties.
- f. The parties shall make a good faith effort to avoid unreasonable delay in scheduling arbitration hearings.

Julia Hetchell 7.26.11

JA

7/26/11

City Reformatted Proposal
June 28, 2011

AFSCME Council 75 Local 189

33 Warrant of Authority

- 33.1 The officials executing this Agreement on behalf of the City and the Union signatory hereto, hereby warrant and guarantee that they have the authority to act for, bind and collectively bargain on behalf of the organizations which they represent.
- 33.2 It is also recognized by the parties that the only letters of agreement or other agreements considered valid and binding shall be those expressly executed as addenda to this Agreement and agreed to jointly by the Union and by Human Resources Director on behalf of the City.

TA *[Signature]* 10/17/11

TA Julia Getchell 10.17.11

Article 34. Savings Clause.

34.01 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, by reason of modification, addition or elimination of Human Resources Administrative Rules, or by any decree of a court of competent jurisdiction, such invalidation of such part 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.

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(NOTE: Miriam-Webster defines legislations as:

1: the action of legislating; specifically : the exercise of the power and function of making rules (as laws) that have the force of authority by virtue of their promulgation by an official organ of a state or other organization

2: the enactments of a legislator or a legislative body

3: a matter of business for or under consideration by a legislative body

We maintain that HRARs are legislation.)

Forr
Rom

2/16/12 TA: Yvonne L. Deckard

TA 2/16/2012
AKA

Tentative Agreement
February 16, 2012

City of Portland and AFSCME Local 189

35 Effective Date and Duration of Agreement

- 35.1 This Agreement, effective upon ratification by both parties, shall remain in full force and effect until June 30, 2014 2015.
- 35.2 In the event that City revenue sources should be decreased by the passage or impact of a tax limitation measure, legislatively mandated change, cut back in Federal and/or State revenue sharing, or any other conditions causing a worsening of the City's financial position, the City and the Union agree that they will meet and discuss the economic impact and, by mutual agreement, will put forth a good faith effort to arrive at alternatives to a reduction in the work force.

For the City of Portland:

For AFSCME Council 75, Local 189:

Sam Adams, Mayor

Rob Wheaton, Council Representative

Yvonne L. Deckard, BHR Director

LaVonne Griffin-Valade, City Auditor

Approved as to Form:

City Attorney

2/16/12 TA: *Joanna [Signature]*

TA 2/16/2012
[Signature]

Tentative Agreement
February 16, 2012

City of Portland and AFSCME Local 189

Schedule A: Salary Rates

~~YEAR ONE (July 1, 2010 to June 30, 2011)~~

For the purposes of transitioning onto the salary schedule mid-contract term as a result of initial agreement negotiations, as of July 1, 2011 employees shall be placed within the range at the rate of pay closest to their current rate of pay not to exceed the maximum rate of pay.

Classification	Minimum	Midpoint	Maximum
Housing Sr. Administrative Specialist	\$19.94	\$25.32	\$30.70
Housing Business Systems Analyst	\$27.29	\$31.84	\$36.38
Housing Assistant Business Systems Analyst	\$21.41	\$27.20	\$32.99
Housing Sr. Community Outreach and Information Representative	\$28.67	\$33.45	\$38.23
Housing Financial Analyst	\$27.29	\$31.84	\$36.38
Housing Assistant Financial Analyst	\$21.41	\$27.20	\$32.99
Housing Construction Coordinator	\$26.00	\$30.32	\$34.64
Housing Sr. Construction Coordinator	\$28.67	\$33.45	\$38.23
Housing Development Finance Coordinator	\$30.11	\$35.16	\$40.21
Housing Loan Compliance Analyst II	\$19.94	\$25.32	\$30.70
Housing Loan Compliance Analyst III	\$26.00	\$30.32	\$34.64
Housing Loan Coordinator	\$21.41	\$27.20	\$32.99
Housing Sr. Loan Coordinator	\$27.29	\$31.84	\$36.38
Housing Lead Grant Program Coordinator	\$28.67	\$33.45	\$38.23
Housing Management Assistant	\$21.41	\$27.20	\$32.99
Housing Program Coordinator	\$28.67	\$33.45	\$38.23
Housing Program Specialist	\$26.00	\$30.32	\$34.64
Housing Assistant Program Specialist	\$21.41	\$27.20	\$32.99

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Classification	1	2	3	4	5	6	7	8
Housing Sr. Administrative Specialist	\$ 23.46	\$ 24.42	\$ 25.42	\$ 26.46	\$ 27.54	\$ 28.67	\$ 29.85	\$ 31.07
Housing Business Systems Analyst	\$ 27.79	\$ 28.93	\$ 30.12	\$ 31.35	\$ 32.64	\$ 33.98	\$ 35.37	\$ 36.82
Housing Assistant Business Systems Analyst	\$ 25.20	\$ 26.23	\$ 27.31	\$ 28.43	\$ 29.60	\$ 30.81	\$ 32.07	\$ 33.39
Housing Sr. Community Outreach & Info Rep	\$ 29.20	\$ 30.40	\$ 31.65	\$ 32.95	\$ 34.30	\$ 35.71	\$ 37.17	\$ 38.69
Housing Financial Analyst	\$ 27.79	\$ 28.93	\$ 30.12	\$ 31.35	\$ 32.64	\$ 33.98	\$ 35.37	\$ 36.82
Housing Assistant Financial Analyst	\$ 25.20	\$ 26.23	\$ 27.31	\$ 28.43	\$ 29.60	\$ 30.81	\$ 32.07	\$ 33.39
Housing Construction Coordinator	\$ 26.46	\$ 27.55	\$ 28.68	\$ 29.86	\$ 31.08	\$ 32.35	\$ 33.68	\$ 35.06
Housing Sr. Construction Coordinator	\$ 29.20	\$ 30.40	\$ 31.65	\$ 32.95	\$ 34.30	\$ 35.71	\$ 37.17	\$ 38.69
Housing Development Finance Coordinator	\$ 30.72	\$ 31.98	\$ 33.29	\$ 34.65	\$ 36.07	\$ 37.55	\$ 39.09	\$ 40.69
Housing Loan Compliance Analyst II	\$ 23.46	\$ 24.42	\$ 25.42	\$ 26.46	\$ 27.54	\$ 28.67	\$ 29.85	\$ 31.07
Housing Loan Compliance Analyst III	\$ 26.46	\$ 27.55	\$ 28.68	\$ 29.86	\$ 31.08	\$ 32.35	\$ 33.68	\$ 35.06
Housing Loan Coordinator	\$ 25.20	\$ 26.23	\$ 27.31	\$ 28.43	\$ 29.60	\$ 30.81	\$ 32.07	\$ 33.39
Housing Sr. Loan Coordinator	\$ 27.79	\$ 28.93	\$ 30.12	\$ 31.35	\$ 32.64	\$ 33.98	\$ 35.37	\$ 36.82
Housing Lead Grant Program Coordinator	\$ 29.20	\$ 30.40	\$ 31.65	\$ 32.95	\$ 34.30	\$ 35.71	\$ 37.17	\$ 38.69
Housing Management Assistant	\$ 25.20	\$ 26.23	\$ 27.31	\$ 28.43	\$ 29.60	\$ 30.81	\$ 32.07	\$ 33.39
Housing Program Coordinator	\$ 29.20	\$ 30.40	\$ 31.65	\$ 32.95	\$ 34.30	\$ 35.71	\$ 37.17	\$ 38.69
Housing Program Specialist	\$ 26.46	\$ 27.55	\$ 28.68	\$ 29.86	\$ 31.08	\$ 32.35	\$ 33.68	\$ 35.06
Housing Assistant Program Specialist	\$ 25.20	\$ 26.23	\$ 27.31	\$ 28.43	\$ 29.60	\$ 30.81	\$ 32.07	\$ 33.39

TA 2/16/2012
[Signature]

2/16/12 TA: [Signature]

Tentative Agreement
February 16, 2012

City of Portland and AFSCME Local 189

YEAR TWO ONE (upon ratification by both parties to June 30, 2012)

Salary rates for classifications in Schedule "A" for the period ratification by both parties July 1, 2011 to June 30, 2012 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 2009 and the 2nd Half 2010) for the City of Portland, Oregon, published by the Bureau of Labor Statistics, U.S. Department of Labor which is 1.2%. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%). This salary increase shall be based upon the employee's salary rate as of July 1, 2011.

Each employee shall be eligible for a merit increase on his or her job classification anniversary date during the period July 1, 2011 to June 30, 2012.

For the purposes of transitioning onto the salary step system mid-year as a result of initial agreement negotiations, as of the date of ratification by both parties On June 30, 2012 employees shall be placed at the step closest to their current rate of pay that does not result in a pay reduction or exceed the maximum pay rate for that classification.

YEAR THREE TWO (July 1, 2012 to June 30, 2013)

Salary rates for classifications in Schedule "A" for the period July 1, 2012 to June 30, 2013 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 2010 and the 2nd Half 2011) for the City of Portland, Oregon, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

YEAR FOUR THREE (July 1, 2013 to June 30, 2014)

Salary rates for classifications in Schedule "A" for the period July 1, 2013 to June 30, 2014 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 2011 and the 2nd Half 2012) for the City of Portland, Oregon, 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 FIVE FOUR (July 1, 2014 to June 30, 2015)

Salary rates for classifications in Schedule "A" for the period July 1, 2014 to June 30, 2015 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 2012 and the 2nd Half

2013) for the City of Portland, Oregon, 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%).