

**LABOR AGREEMENT**  
**BETWEEN**  
**THE CITY OF PORTLAND**  
**AND**  
**LABORER'S LOCAL 483**  
**SEASONAL MAINTENANCE WORKERS**



**JULY 1, 2018 TO JUNE 30, 2022**

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## **Preamble**

This Agreement made and entered into this July 1st, 2018, by and between the City of Portland, Oregon, hereinafter called the City, and Laborers' International Union of North America (LiUNA), Local 483 Employees (Seasonal Maintenance Workers), hereinafter called the Union.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual orientation, religion, race, color, creed, national origin, disability, gender identity, source of income, familial 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.

### **1. Recognition**

- 1.1 The City recognizes the Union as the sole collective bargaining agent for all employees in the classification of Seasonal Maintenance Worker.
- 1.2 A Seasonal Maintenance Worker may be employed for a limited duration for a maximum number of hours per calendar year as defined by the City's Human Resources Administrative Rules. Currently the maximum number of hours is 1,400. Should the City's Human Resources Administrative Rules change, the parties agree to meet pursuant to ORS 243.698 to bargain over the impact of the change.
- 1.3 The City may employ Seasonal Maintenance Workers at any time of the year.

### **2. Union Security**

- 2.1 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 their 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 which prohibit such employees from being a member of or contributing to a labor organization, such employee shall pay an amount of money equivalent to regular Union dues and initiation fees and assessments, if any, to a 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.
- 2.2 Fair Share payments authorized by this Article shall be deducted by the City.
- 2.3 The Union assumes responsibility for repayment of monies found to be illegally deducted by the City under this Article.
- 2.4 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.

2.5 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.

### **3. Dues Check off**

3.1 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 of members of the Union representing the employee. The amounts deducted shall be transmitted monthly to the Union representing the employees on behalf of the employees involved. Authorization by the employee shall be on present forms furnished by the City and may be revoked by the employee upon request.

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

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

### **4. Management Rights**

The City shall exercise sole responsibility for management of the City and direction of its workforce, except as expressly limited by the terms of this agreement.

### **5. Work Schedules**

5.1 The City maintains the right to alter an employee's workday or workweek, and to require an employee to work overtime and on a weekend or holiday. An employee's work schedule shall normally be 40 hours during each workweek. A work schedule shall normally have the same starting and quitting times unless staffing requirements dictate otherwise, or by mutual agreement of the City and the affected employee. If staffing requirements dictate a work schedule that does not have the same starting and quitting times, the City will provide the union written notice of the schedule.

5.1.1 A "workweek" is defined as any combination of workdays assigned to an employee for work within a period of seven (7) consecutive days. The beginning of the workweek is the first day following an employee's two (2) consecutive scheduled days off. For employees having nonconsecutive days off, the payroll week will be considered the workweek.

5.1.2 When an employee is assigned nonconsecutive days off, the time worked on the last scheduled day of the employee's workweek shall be compensated at time and one-half, provided such compensation is specifically authorized by the Bureau Director.

5.2 Part-time work schedules shall be allowed.

An employee who fails to report at the scheduled starting time or is otherwise unable to perform their normal duties for the full shift, shall not be guaranteed a full shift.

5.3 Employees assigned to work a full swing shift or full graveyard shift are entitled to a shift differential as follows:

Swing shift	-	\$ .84 cents per hour
Graveyard shift	-	\$1.16 per hour

5.3.1 As used in this Section, a “swing shift” is any work shift that begins between 12:00 noon and 6:59 p.m., inclusive, and a “graveyard shift” is any work shift that begins between 7:00 p.m. and 5:59 a.m., inclusive.

5.3.2 The hourly premium authorized by this section does not apply during hours on any paid leave of absence.

**6. Lunch and Rest Periods**

6.1 Lunch Periods shall be scheduled by the City in accordance with state law. Lunch periods consisting of either thirty (30) minutes or one (1) hour time off without pay shall normally be scheduled no sooner than one (1) hour before nor later than one (1) hour after the middle of the employee's scheduled work day. The City may designate Lunch periods other than those listed above based on staffing requirements.

6.2 Except in case of emergency, all employees' work schedules shall provide for a fifteen (15) minute rest period for each four-hour period of work. Rest periods shall be scheduled in the middle of each four hour period of work whenever feasible.

**7. Overtime**

7.1 Overtime at the rate of one and one-half (1-1/2) times an employee's established hourly rate as set forth in Schedule A shall be paid for all work performed in excess of 40 hours per week.

7.2 The City will attempt to avoid situations which require an employee to work more than sixteen (16) consecutive hours.

7.3 There shall be no pyramiding of overtime rates.

7.4 It is agreed that for FLSA purposes, the City may designate a regular workweek for employees that is different than the city's payroll period. Once such a workweek is established for a group of employees, it shall remain fixed, unless changed for legitimate business reasons.

## **8. Reporting Pay and Minimum Pay**

Any employee who is scheduled to report for work on their regular schedule, and who presents himself for work as scheduled, but where work is not available, or made available for them, shall be excused from duty and paid at the employee's regular rate for four (4) hours. The guarantee of four (4) hours pay to an employee shall be inapplicable if an employee fails to report at the scheduled starting time or otherwise is unable to perform their normal duties for the full shift.

## **9. Working Out of Classification**

9.1 For the purposes of this Article, working out of classification shall mean the temporary assignment or appointment of an employee to perform substantially the duties and responsibilities of a higher classification.

9.2 Employees assigned or appointed temporarily to work out of classification will be expected, for the term of such assignment or appointment, to perform the duties normally performed within that classification or by the employee they are replacing in that classification.

9.3 Employees appointed temporarily to a non-bargaining unit position shall not be subject to this agreement for the duration of such appointment.

9.4 When an employee is assigned or appointed to a higher classification, the employee shall be paid at entry rate of the higher classification or at a rate that is 3% above the employee's current base rate of pay, whichever is greater.

9.5 If assigned or appointed in a workday to a higher classification, an employee will receive the rate applicable to such higher classification for a minimum of four (4) hours, eight (8) hours if assigned to such higher classification over four (4) hours in the workday.

## **10. Reclassification**

10.1 If the classification of Seasonal Maintenance Worker is substantially revised, the City will set a wage range for the classification and notify the Union.

10.2 Upon setting a wage range for the revised classification, the City shall notify the Union of the range and its effective date. The Union may either accept the established range or within ten (10) working days of receipt of the City's notice, notify the City's designee for labor relations of its desire to bargain under the provisions of state law. The union's demand to bargain shall include their proposed wage for the classification and a brief description of the reasoning supporting the wage rate. The City can establish an interim rate during bargaining.

## **11. Re-employment**

11.1 A Seasonal Maintenance Worker who completed their assignment for the season shall be eligible for re-employment to the same Bureau the following year only,

provided in the judgment of the City that the employee is suitable for re-employment. The employee shall be provided written notification of eligibility for re-employment on their last scheduled workday. Copies of the notice will be placed in the employee's official personnel file and provided to the Union.

In the event the City determines an employee completing their first or second season is not eligible for re-employment, that decision may not be appealed or grieved.

In the event the City determines an employee completing their third consecutive season or greater is not eligible for re-employment, that decision may be grieved under the provisions of Article 32 Grievances and Complaints.

11.2 Each Bureau shall first offer seasonal employment to those individuals who are eligible for re-employment under this provision, provided they are available for work and qualified for the assignment, before offering employment to individuals who were not employed as a Seasonal Maintenance Worker the previous year. Each Bureau shall have the discretion to determine which employee among those eligible for re-employment is best suited for a work assignment. Nothing shall prevent the Bureau from employing new hires if employees who are eligible for re-employment are not available for work.

11.3 A Seasonal Maintenance Worker who is eligible for re-employment under this provision, but does not return the following season for any reason, or who returns to a different Bureau, will be treated as a new hire for purposes of re-employment. At the bureau's discretion, an employee may be paid at the maximum rate.

## **12. Notice of Recruitment**

The City shall make a reasonable effort to notify Local 483 when posting recruitments for Seasonal Maintenance Workers.

12.1 The City shall notify the Union monthly of any new hires and rehires in writing. The City's notification of new hires and rehires shall include the following employee information: full name; home address; date of hire; job classification; starting assignment and initial reporting location.

## **13. Holidays**

13.1 The following holidays shall be recognized and observed as guaranteed paid holidays:

13.2 New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Day After Thanksgiving; Christmas Day and every day appointed by the President or the Governor of the State of Oregon as a universal holiday for all citizens.

13.3 Whenever one of the above listed holidays falls on a Saturday, the Friday before said holiday shall be considered as a holiday and paid for as such. Whenever a holiday falls on Sunday, the following Monday shall be considered as a holiday and paid for as such. It is further provided whenever a holiday falls on an employee's regular scheduled day off; i.e., if the holiday falls on their first day off, the day before such holiday shall be considered as a holiday and paid for as such. If the holiday falls on

their second or more contiguous scheduled day off, then the following day shall be considered as a holiday and paid for as such.

If the day after Thanksgiving falls on an employee's regularly scheduled day off, it will be treated as the second or greater contiguous day off and their first scheduled workday shall be considered as a holiday and paid for as such.

13.4 Eligible full-time employees shall receive eight (8) hours pay for each of the holidays set forth above on which they perform no work. Holiday pay for eligible part-time employees shall be pro-rated.

13.5 An eligible employee shall be any employee who has been an employee of the City at least two weeks prior to the holiday and is in paid status the day before and the day following the holiday.

13.6 Employees directed or authorized to work on a holiday shall be compensated at time and one-half for the time worked on the holiday and shall defer the holiday with pay until a later date. The deferred holiday shall be taken at the mutual convenience of the employee and the bureau.

#### **14. Sick Leave**

14.1 Sick leave shall be provided in accordance with the City of Portland Protected Sick Time Ordinance. Should the Protected Sick Time Ordinance be amended during the term of this agreement, the parties agree to meet pursuant to ORS 243.698 to bargain over the impact of the amendments.

14.2 Rehired employees who return to employment within one hundred eighty (180) days will retain their previously accrued sick time, up to forty (40) hours. Rehired employees who return to employment between one hundred and eighty-one (181) days and three hundred sixty five (365) days will retain their previously accrued sick time, up to sixteen (16) hours.

#### **15. Unpaid Leave**

With reasonable advance notice and with the consent of the City, employees shall be granted up to three days of unpaid leave per calendar year. Requests for such leave shall not be unreasonably denied. Reasons for denial of such leave requests shall include, but not be limited to, adequate staff coverage.

#### **16. Industrial Accident Leave**

Each year on an employee's date of hire, they shall be credited with a total of five (5) days of industrial accident leave. Such leave shall be available for time lost during the year because of industrial injury. Such leave shall expire at the end of each year of employment.



## **17. Family Leave**

Family Medical Leave shall be provided in accordance with State and Federal law.

## **18. Military Leave**

Military leave shall be provided in accordance with State and Federal law.

## **19. Funeral Leave**

19.1 An employee absent from duty by reason of the death of their 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 and the equivalent relatives of an employee with a domestic partner, shall be allowed no more than two (2) days' time off duty without pay on account of such absence.

19.2 An additional two (2) days' leave without pay shall be allowed an employee for necessary funeral travel time in the event of a death in their immediate family. Approval for such travel time shall be made by the Division Head (or their designee).

19.3 An employee may use any accrued paid leave while on funeral leave as provided by the Oregon Family Leave Act.

## **20. Safety – Sanitation**

20.1 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 discharge 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 reason for discharge.

20.2 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 discharge may be imposed in matters involving violations of safety rules and procedures.

20.3 All work performed by the employees shall be governed by the provisions set forth in the Oregon State Safety Codes.

20.4 No employee shall be allowed to operate any vehicle or machinery which does not comply with the Safety Codes or the Laws of the State of Oregon.

20.5 Any employee who believes that any working condition or machinery is unsafe shall immediately call it to the attention of their supervisor. The supervisor shall immediately discuss the matter with the employee and try to arrive at a mutual agreement as to whether or not an unsafe condition exists. If unable to reach a mutual agreement on the matter, the supervisor may make a decision on the matter. However, if the employee is not satisfied with the decision, such employee shall be allowed time

to telephone the City's Safety Officer and if they are unavailable, the Workers' Compensation Board, to request an immediate investigation of the matter.

- 20.6 No employee shall be discharged for refusal to violate the Safety Codes or the laws of the State of Oregon or to follow a supervisory directive where the employee reasonably believes direct bodily harm would result.
- 20.7 The City shall furnish on all temporary work sites sanitary facilities or shall provide transportation when available.
- 20.8 Employees required to work in and around sewage or garbage and others required to work in live sewers shall be allowed adequate time to shower and change their clothes prior to the end of their work shift. Any clothing furnished such workers by the City shall not be worn home nor away from a permanent job location. Other employees shall be allowed necessary time for personal clean-up prior to the end of the shift. The City shall furnish waterless cleaner and towels when it is necessary for employees to clean up, and when soap and water are not available.
- 20.9 Ventilation: Where noxious or poisonous gases may accumulate, the City shall provide proper protection and ventilation. Proper lighting and ventilation shall be provided for all enclosed working spaces. All work in enclosed and confined spaces shall be performed in accordance with applicable Federal, State and local regulations. Spray painting shall be done only by qualified painters.
- 20.10 No employee shall be allowed to work alone in a situation in which working alone is hazardous. In the determination of whether it is hazardous to work alone, the City's Safety Representative and the Union in the operation involved, shall meet to discuss and arrive at a mutual decision as to what constitutes such a hazardous condition when the question arises.
- 20.11 The City shall provide a traffic-safe outer garment to employees required to work in streets open to traffic.
- 20.12 Each employee shall be required to wear such safety and protective apparel and devices as furnished by the City.
- 20.13 The parties agree that an employee should only operate a City of Portland motor vehicle with a valid driver's license. An employee who is required to have a valid driver's license as a condition of employment, and who loses their driving privileges must report their driving status to their supervisor by their next working day.
- 20.14 An employee who receives a citation (including a parking citation) while operating a city vehicle, shall report the citation to their supervisor by their next working day. The parties agree that the employee is responsible for payment of any fine(s).
- 20.15 Operating a city vehicle without a valid license, failing to report the loss of a license or failing to pay any fines related to a citation received while operating a city vehicle may subject employees to discharge.
- 20.16 Reporting the loss of a license shall have no bearing on whether there is reason for discharge.

20.17 Hazardous Materials: Employees required to handle hazardous materials in the course of their employment, shall receive instructions as to the safe procedures for the handling of such materials, in conformance with State and Federal regulations.

## **21. Union Representation**

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

### **21.1 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 receive authorization from their supervisor prior to performing such grievance-related activities. Requests for such authorization shall indicate 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.

### **22.2 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.

### **21.2 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 their fair share of the work that they are qualified to perform. In no event shall the City discriminate against a steward in the matter of layoff or rehires or discharge them on account of the proper performance of their steward's duties. Shop Stewards shall be members of the Seasonal Maintenance Worker bargaining unit.

### **21.3 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 or for reasonable travel time to and from the activity.

## **21.4 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.

## **21.5 Personnel Files**

There shall be one official personnel file maintained by the Bureau of Human Resources. Upon signing this agreement, all future records of non-eligibility for re-employment and discharge will be maintained in the official personnel file. Any employee shall be allowed to examine their personnel file upon request. An employee will be made aware of any information placed in their personnel file. Nothing herein shall preclude bureaus from maintaining unofficial personnel files.

**21.6** 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 Union. 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 them as an employee.

## **22. Training and Development**

The parties to this agreement acknowledge some Seasonal Maintenance Workers (SMWs) are seeking regular employment with the City. To assist SMWs to this end, current SMWs and SMWs with an active written notification of eligibility for re-employment may attend trainings offered by the City to develop their skill base and assist with job application and interview skills.

For active SMWs, attendance during regular work hours must be approved in advance by their supervisor. Paid time for attending training during regularly scheduled hours is at the discretion of the bureau.

The individual SMW is responsible for providing current contact information in order to be notified of training and development opportunities.

## **23. Payday**

23.1 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.

23.2 In case an employee quits or is terminated, they shall receive their pay in compliance with State law.

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.

## **24. Strikes & Lockouts Barred**

24.1 There shall be no lockouts on the part of the City, or 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.

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

24.3 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.

## **25. Maintenance of Standards**

25.1 Standards of employment related to wages, hours and working conditions which are mandatory for collective bargaining except those standards modified through collective bargaining shall be maintained at not less than the level in effect at the time of the signing of this Agreement. Any disagreement between the Union and the City with respect to this section shall be subject to the grievance procedure.

25.2 Notwithstanding the provisions of Article 23.1, the parties agree that the private use of public resources (e.g. facilities, services, equipment, tools, computers, technology, etc.) by individual employees is a matter of managerial discretion. The Union agrees that the City retains the right to establish policies governing the private use of City resources by employees and that the City may change, modify, or discontinue these policies at any time, without further bargaining, with fourteen (14) days written notice. These policies shall not be subject to the grievance procedure.

## **26. Retirement**

The City shall “pick-up”, assume and pay the six percent (6%) employee contribution to the Public Employees Retirement Fund for the employee members participating in the Public Employees Retirement System.

## **27. Wage Scales**

Wages shall be paid in accordance with the provisions of Schedule “A” attached hereto.

## **28. Clothing Allowance**

Any employee who is required by the City to wear safety shoes on the job shall be reimbursed up to \$120 bi-annually, provided the employee has worked at least fourteen (14) days the first year. If approved by the employee’s supervisor, such reimbursement may be applied to the purchase of prescription safety glasses, rain gear or insulated clothing that shall be worn on the job. Requests for reimbursement shall be limited to a thirty (30) day period following the date the employee becomes eligible for such reimbursement. If an employee who has received the reimbursement described above terminates employment or his employment is terminated before completing forty-five (45) days of employment the

first year, that employee shall have an amount equivalent to fifty percent (50%) of the reimbursement received deducted from their final paycheck.

## **29. MEDICAL INSURANCE**

### **29.1 Eligibility**

A Seasonal Maintenance Worker and their eligible family members will be eligible for the CityBasic Health Plan, which includes Medical, Dental, and Vision on the first of the month following their date of hire or rehire.

29.1.2 The employee's additional required Seasonal Worker Benefits Plan contribution will be withheld from the employee's next paycheck after the enrollment process is complete and any required documentation is received.

### **29.2**

In order to continue eligibility for the City's Seasonal Worker Benefits Plan, a Seasonal Maintenance Worker must have been paid for one hundred twelve (112) hours in the prior month.

However, employees are allowed to drop below the one hundred and twelve (112) hour monthly requirement once per season and will maintain their health insurance. In rare circumstances, the Benefits Manager may allow an employee to be eligible for the City's Seasonal Worker Benefits Plan despite multiple months in which the employee has worked less than one hundred and twelve (112) hours.

### **29.3 Coverage Termination**

For the term of this Agreement, coverage in the Seasonal Worker Benefits Plan will end at the end of the month in which the Seasonal Maintenance Worker ends employment; coverage will not be extended for an additional month if the employee's final paycheck is insufficient to cover the required Seasonal Worker Benefits Plan contribution.

### **29.4 City/Employee Contributions**

For the term of this Agreement the City shall contribute for each eligible Seasonal Maintenance Worker ninety percent (90%) of the total Seasonal Worker Benefit Plan rates adopted by the City Council for the one party, two party, or family enrollees (whichever applies) for the term of the Agreement.

To meet Federal Affordable Care Act (ACA) requirements, the City will continue its employer contribution for up to six (6) months for any employee who remains employed by the City and who had previously met the eligibility requirement, but has reduced hours below the eligibility requirement.

For the term of this Agreement each eligible employee shall contribute ten percent (10%) of the total Seasonal Worker Benefits Plan rates adopted by the City Council rates for the one party, two party, or family enrollees (whichever applies). The portion of the Seasonal Worker Benefits Plan costs paid by Seasonal Maintenance Workers

shall be paid through a monthly pre-tax payroll deduction as allowed under state and federal tax code provisions.

### **29.5 Employee Opt Out**

For the term of this Agreement, a Seasonal Maintenance Worker eligible for the Seasonal Worker Benefits Plan who provides proof of alternative medical coverage may choose to opt out of the City provided Seasonal Worker Benefits Plan.

### **29.6 Affordable Care Act Excise Tax Limit**

The parties agree to reopen this Article if the cost of the Seasonal Worker Benefits Plan is projected to be above the 2018 ACA federal excise tax limit.

## **30. Unemployment Compensation**

The City shall place all of the employees in the bargaining unit under the Unemployment Insurance Program of the State of Oregon.

## **31. Bulletin Boards**

31.1 The City shall furnish bulletin board space in places mutually satisfactory to the City and the Union. Such bulletin boards are to be used by the Union to post notices of interest to the employees.

31.2 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.

31.3 If the City believes that a notice does not meet the criteria specified in Article 28.2, 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 28.2, 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 grieved, the sole issue will be whether or not the notice met the criteria specified in Article 28.2. If the city agrees that the criteria of 28.2 have been met, the notice will be re-posted.

## **32. Evaluations/Counseling**

32.1 Private discussions, evaluations or counseling may be used to review or evaluate employee performance or conduct. 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. Discussions, evaluations or counseling shall be done in a manner that will not embarrass the employee before other employees or the public.

32.2 One-on-one discussions, evaluations or counseling by supervisors are not considered disciplinary action and do not require the presence of a Union representative.

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

### 33. Discharge

Disciplinary actions shall be limited to discharge. Employees are at will and may be discharged at the discretion of the City. Any employee discharged by the City shall be provided a statement of reason, which states the nature of the offense for which the employee is being discharged. A copy of the statement of reason shall also be provided to the Union. The affected employee may file an appeal of the discharge as a grievance at Level Two of the grievance procedure, provided the appeal is made in writing within seven calendar days of the discharge.

### 34. Grievances and Complaints

34.1 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. 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.

34.2 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 involved, the Union shall have the right to take up such breach with or without the consent of the employees or employee involved.

#### 34.3 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, however, be extended by mutual agreement. 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. Failure by the Union to file the grievance or respond in writing within the time limits at each level shall render the grievance automatically withdrawn. The Union will advise the appropriate individual at the next level within a reasonable period of time.

34.3.1 **Informal Level:** Before presenting a written grievance, the employee should attempt to resolve the matter by informal conference with their immediate designated supervisor outside the bargaining unit. A representative of the Union may attend any meeting under this section.

#### 34.3.2 Level One -- Immediate Designated Supervisor:

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 immediate designated supervisor outside the bargaining unit within seven (7) calendar days of the claimed violation.



- b. This statement shall specify the provision or provisions 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 the employee and/or by the Union.
- c. The immediate designated supervisor to whom the grievance is directed shall communicate their decision, along with the reasons therefore, to the employee and the Union in writing within seven (7) calendar days.

**34.3.3 Level Two -- Grievance Review Committee:**

- a. The Grievance Review Committee shall be composed of one representative appointed by the Union, one representative appointed by the City, and one representative appointed by the parties. Any costs of the jointly appointed representative shall be equally divided by the Union and the City.
- b. 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 Grievance Review Committee within fourteen (14) calendar days after receiving notice of the decision.
- c. The appeal shall include a copy of the original grievance and the Level One response.
- d. Upon timely filing, the written grievance will be discussed between the employee, the Union involved and the Grievance Review Committee within fourteen (14) calendar days after filing, unless extended by mutual consent of the Union and the City.
- e. The Grievance Review Committee shall submit a written decision to the Director of the Bureau of Human Resources, or designee, for review and approval within fourteen (14) calendar days of the meeting. If the decision is not unanimous, the dissenting party may submit a written explanation of the reasons for their disagreement with the decision.

**34.3.4 Level Three – Director of Human Resources**

- a. The Director of the Bureau of Human Resources, or designee, shall review the written decision of the Grievance Review Committee as well as any written disagreement and either concur or disagree with the decision within fourteen (14) days of receipt. If the Director, or designee, disagrees with the written decision, they shall provide a written explanation therefore.
- b. The decision of the Director of the Bureau of Human Resources, or designee, shall be final.

**35. Warrant of Authority**

35.1 The officials executing this Agreement in 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 in behalf of the organizations which they represent.

35.2 It is also recognized by the parties that the only letters of understanding 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 the Human Resources Director, on behalf of the City.

### **36. Savings Clause**

36.1 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such 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.

36.2 The parties recognize that both are subject to the Americans with Disabilities Act (ADA) and that nothing in this 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.

### **37. Effective Date and Duration of Agreement**

This Agreement, effective upon signing, shall remain in full force and effect until June 30, 2022.

## SCHEDULE "A"

Salary rates for the Seasonal Maintenance Worker classification for the period from the date of ratification to June 30, 2022 are contained in Schedule "A."

### YEAR ONE - upon ratification of the parties to June 30, 2019

JCN	Title	Entry	Maximum
1205	Seasonal Maintenance Worker	\$14.64	\$15.94

### YEAR TWO - July 1, 2019 to June 30, 2020

Salary rates for classifications in Schedule "A" for the period July 1, 2019 to June 30, 2020 are to be increased by one hundred percent (100%) of the annual increase in the [Index to be determined]. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

### YEAR THREE - July 1, 2020 to June 30, 2021

Salary rates for classifications in Schedule "A" for the period July 1, 2020 to June 30, 2021 are to be increased by one hundred percent (100%) of the annual increase in [Index to be determined]. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

### YEAR FOUR – July 1, 2021 to June 30, 2022

Salary rates for classifications in Schedule "A" for the period July 1, 2021 to June 30, 2022 are to be increased by one hundred percent (100%) of the annual change in the [Index to be determined]. However, in no event shall the salary increase be less the one percent (1%) or greater than five percent (5%).

A Seasonal Maintenance Worker who completes a season at the entry rate shall be paid at the maximum rate in any subsequent season they are employed as a Seasonal Maintenance Worker, provided they have no break in re-employment. A Seasonal Maintenance Worker who returns after a break in re-employment shall be paid at the entry rate unless the bureau director or designee authorizes the employee be paid at the maximum rate. If the break in re-employment is due to a lack of available work, the employee shall be paid at the maximum if they are re-employed in a subsequent season.

For Laborers' Local 483:

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Farrell Richartz, Business Manager

For the City of Portland:

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Ted Wheeler, Mayor

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Mary Hull Cabellero, Auditor

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Cathy Bless, Director Human Resources

Approved as to Form:

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Heidi Brown, Deputy City Attorney

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