LABOR AGREEMENT
BETWEEN
THE CITY OF PORTLAND
AND
THE DISTRICT COUNCIL OF TRADE UNIONS

JULY 1, 2017 TO JUNE 30, 2020

REPRESENTING PUBLIC EMPLOYEES FOR AND ON BEHALF OF ITS AFFILIATED LOCAL UNIONS SIGNATORY HERETO

AFSCME, Local 189
IBEW, Local 48
Machinists and Aerospace Workers, District Lodge 24
Auto Mechanics, District Lodge 24
Operating Engineers, Local 701
Plumbers, Local 290
Painters and Allied Trades, District Council 5

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Preamble

This Agreement, made and entered into this 1st day of July 2017, by and between the City of Portland, Oregon, hereinafter called the City, and the District Council of Trade Unions, for and on behalf of the Local Unions signatory hereto, hereinafter collectively called Unions.

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 Unions 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.

All references to employees in this agreement designate both sexes and wherever the male gender is used, it shall be construed to include both male and female employees.

Article 1. Recognition

1.1 The City recognizes the Unions as sole collective bargaining agent for all employees of the City in all classifications contained in Schedule A of this agreement, as defined in sections 1.1.1, 1.1.2, 1.1.3, 1.1.6, and 1.2 below.

1.1.1 **Probationary Period.** For the purpose of this labor agreement, probation is defined as a six (6) month period from the date of hire, excluding any period of time off exceeding one (1) week in duration. For example, an employee hired on January 7 would complete their probationary period at the end of their shift on July 7. Notwithstanding the above, the probationary period for Police Records Specialist Trainee, Police Identification Technician Trainee, Residential Plans Examiners, Commercial Plans Examiners, Utility Worker Apprentices and Water Operations Mechanic Apprentices shall be nine (9) months from the date of hire. Utility Worker Apprentices and Water Operations Mechanic Apprentices will not serve a Promotional Probationary Period at the completions of their apprenticeship. 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.

(A) Notwithstanding Article 1.1.1 above, failure or inability by an apprentice or trainee to successfully complete the designated apprenticeship or training program may result in termination from the apprentice or training program even after completion of the probationary period.

(B) All employees upon hire will receive an offer letter specifying the official start date and end date of their probation. The City shall provide a copy of the offer letter to the appropriate Union. During their probationary period

employees will be given a minimum of three written evaluations with a copy to the employee and the Union at approximately one month, mid-term, and one month prior to the end of probation. Nothing in this section shall limit management's right to terminate the probationary period.

(C) The City shall provide the appropriate Union with a copy of an employee's resignation, layoff, or separation notice.

1.1.2 **Permanent/Probationary Employee**. Any employee who has permanent or probationary status as provided by the Human Resources Administrative Rules and who works in a position budgeted on a yearly basis in a job classification contained in Schedule A.

1.1.3 **Permanent Part-Time Employee.** Any employee whose employment is for less than full-time in a job classification contained in Schedule A. Permanent part-time employees will be hired from the Civil Service register and will be given the first opportunity according to their standing on such register to become permanent employees. The probationary period of permanent part-time employees will be nine (9) months from date of hire and step pay increases will be computed on the basis of hourly equivalence.

(A) Permanent part-time employees will be paid in accordance with Schedule A and will receive fringe benefits, except Health and Life Insurance, on a pro-rated basis, half if the employee works less than seventy-two (72) hours per pay period, full benefits if the employee works seventy-two (72) hours or more in the pay period.

(B) Permanent part-time employees will be eligible for Health and Life Insurance coverage as provided in section 17.2.2.

(C) Permanent Part-time employees will accrue seniority on the basis of regular hours paid and approved unpaid leaves of absences in their classification and shall not bump permanent full-time employees.

1.1.4 **Casual Employees.** Casual Employees as defined herein shall be excluded from the bargaining unit covered by this Agreement. A Casual Employee shall be defined as an employee who is employed for a limited duration of up to 860 hours in a calendar year.

(A) The City may employ Casual Employees at any time of the year. However, a Casual Employee may only be employed for up to 860 hours in a calendar year. After working for 860 hours, a Casual Employee must have a break in service of at least ninety (90) days before they may be reemployed. Except for continuation overtime, permanent employees in the work unit will be offered overtime before Casual Employees.

(B) Casual Employees will normally be assigned to common labor jobs and will not normally be up-graded to classifications covered by the contract except on an incidental basis as required by day-to-day work flow. Nothing in this

Agreement will be construed to limit the City's right to hire additional personnel in emergencies beyond the City's control.

1.1.5 **Temporary Employee.** Any employee employed in a full-time budgeted position in a classification contained in Schedule A without permanent status with the City. Recognition under this section shall not detract from any rights or benefits already pertaining to the employee, by virtue of their permanent status in some other classification with the City. Contract rights for temporary employees are as provided in Schedule "B".

1.1.6 The City shall make available to a representative of each Union, on a monthly basis, a listing of all employees appointed to positions in classifications contained in Schedule A. The list shall include all temporary appointments.

1.2 **Rehired Retirees.** The number of hours paid by a PERS covered employer to a PERS Tier One/Two retiree is determined by state law and currently may not total 1040 hours or more in a calendar year. The number of hours paid by a PERS covered employer to an OPSRP Pension Program retiree is determined by state law and currently may not total 600 hours or more in a calendar year. Rehired Retirees will be able to request current hours from bureau timekeepers. However, rehired retirees will be subject to the limitations and provisions of HR Administrative Rule 3.06 shall apply. Rehired Retirees at all times "At-Will" employees and the only Articles in the Collective Bargaining Agreement that shall apply to rehired retirees are Article 1: Recognition, Article 2: Union Security, Article 3: Dues Checkoff and Schedule A.

1.2.1 Any retiring employee in good standing who provides the Bureau sixty (60) or more days' notice of their intent to retire shall be offered the opportunity to work as a Rehired Retiree for a period of at least thirty (30) days commencing immediately after their official retirement date. This opportunity shall not apply to any employee who retires under a Voluntary Retirement Incentive Program. "Good standing" shall be defined as an employee who has no documented discipline in the two (2) years prior to the date of retirement.

1.2.2 The City and DCTU agree that either party may terminate this subsection at any time for any reason upon thirty (30) days written notice to the other party.

1.3 Prior to any merger or consolidation of any division, bureau or department by the City with any government agency, the City shall notify and consult with the Unions affected. Such notification will be given at least thirty (30) days prior to the merger or consolidation or, in the event that thirty (30) days' advance notice is not available, at such time as the City has knowledge of the impending merger or consolidation.

Article 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 Employees who are current members of the Union at the signing of this Agreement or who sign a Union membership card subsequent to the signing of this Agreement shall maintain their Union membership. However, there shall be a five (5) day window period each year during which the employee may drop their membership without penalty and become subject to the fair share agreement. The five (5) day window period shall commence on the first Monday in March.

2.6 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 DCTU in writing of such claim and tenders the defense to DCTU.

Article 3. Dues Checkoff

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. Upon change of an employee from one position to another which includes a change the representing Union, the City will immediately discontinue dues payment to the former representing Union, and initiate a fair share deduction payable to the new representing Union.

3.2 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.

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

3.4 The DCTU 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 DCTU in writing of such claim and tenders the defense to DCTU.

Article 4. Management Rights

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

Article 5. Productivity

5.1 It is the intent of the parties to achieve and sustain maximum productivity per employee during the term of this agreement. 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. Management may provide rewards to employees for improvements in productivity; however, such rewards shall not change the employee's pay rate as contained in Schedule A.

Article 6. Job Security and Outside Contracting

6.1 The City is committed to providing regular budgeted positions for bargaining unit members and does not intend to privatize its workforce. No employee shall lose employment as a result of contracting out work performed by bargaining unit employees. Any reduction of employees as the result of contracting out will be done through attrition or transfer of affected employees to comparable employment. This does not preclude layoff for other reasons including the termination of regular status employees for just cause.

6.2 Any work which is performed by bargaining unit employees shall not be contracted out unless there is a cost savings, an emergency, a statutory requirement, extreme risk, Capital Improvement Projects, work that is covered by a warrantee, work that is proprietary, urgent work, limited work, or work that occurs during a peak load as defined in Article 6.3 and its subsections.

6.2.1 Bargaining unit work shall not include work that the bargaining unit employees do not possess the skills or have the appropriate equipment to perform. Notwithstanding the above, the parties acknowledge that work processes and methods evolve. The City shall continue to provide employees with the necessary equipment and training to perform work that is a logical and reasonable advancement of the work covered by this agreement, provided the money to pay for the necessary equipment and/or skills is either within the bureaus' budget and they are authorized to spend it in this manner or the expenditure is approved by City Council.

6.2.2 Article 6.2 through 6.5 shall not apply to donations of property, facilities, services, or materials to any bureau or to partnerships with any bureau whose operating agreements may provide for them.

6.2.3 Article 6.2 through 6.5 shall not apply to projects designated for the City's Prime Contractor Development Program.

6.3 The following definitions shall be used in determining the applicability of Article 6.

6.3.1 **Cost Savings:** The ability to perform the work at a reduced cost that is not achieved by lower wages and benefits paid by a contractor.

(A) If the solicitation is initiated based solely upon cost savings, the City will provide all available cost comparison data to the Union(s) concerned. Available cost comparison data must include City employee base wages and City employee and employer contributions in health, welfare, and pension costs for the classification(s) that would normally perform the work. The purpose of this subsection is for comparison only and shall not be considered a requirement upon a third party contractor to provide these wages.

6.3.2 **Emergency:** Work required by circumstances beyond the control of the City for which the City could not pre-plan including, but not limited to, weather-related emergencies and other emergencies.

6.3.3 **Statutory Requirement:** Work that is required to be contracted out by federal or state statute.

6.3.4 **Extreme Risk**: Work that is subject to extraordinary risk, which the City has historically contracted out.

6.3.5 **Capital Improvement Projects:** Work that is funded with CIP funds, warranted upon completion, or awarded through Guaranteed Maximum Price.

6.3.6 **Warranted:** Work provided by the vendor or manufacturer at no additional cost.

6.3.7 **Proprietary:** Work required to be performed by the vendor or manufacturer due to the proprietary nature of the product involved.

6.3.8 **Urgent:** Work that is extremely time sensitive and requires immediate response, which existing staffing level is unable to respond to without substantial disruption of workload assignment.

6.3.9 **Limited:** Work that requires no bidding under City Code (less than $5,000 per job).

6.3.10 **Peak Load:** Work during a peak load, which existing staffing level is unable to cover in a timely manner without substantial disruption of workload assignment.

6.4 **Notice.** The City shall provide the Unions with copies of project transmittal forms for Construction and Goods and Services contracts that are solicited using the formal and informal/intermediate contract solicitation processes.

6.4.1 The formal contract solicitation process applies to Construction/Public Improvement projects with an estimated value above $100,000 and Goods and Services projects with an estimated value above $150,000. The informal/intermediate contract solicitation process applies to Construction/Public Improvement projects with an estimated value between $10,001 and $100,000 and Goods and Services projects with an estimated value between $10,001 and $150,000.

6.4.2 The Union(s) shall have a reasonable opportunity to discuss projects subject to the formal contract solicitation process. A "reasonable opportunity" shall mean that the Union(s) may request a discussion of such contracts with applicable bureau staff members not more than ten (10) calendar days from the date the project transmittal form is sent to the Union(s). If no request is made within ten (10) calendar days, the Union(s) have waived their right to discuss the matter. If requested in a timely manner, the Union(s) and the City must meet within ten (10) calendar days of receiving the Union(s)'s request for a meeting.

6.4.3 The City will post solicitations for Goods and Services contracts over $150,000 and Construction/Public Improvement contracts over $100,000 on the City of Portland Online Procurement Center website (www.ebidexchange/cityofportland) for a minimum of fourteen (14) calendar days.

6.4.4 The City shall provide the Unions with an after-the-fact quarterly report showing the following contracted services: professional services, repair and maintenance services, non-capital improvements, and miscellaneous services.

6.4.5 The City shall provide the Unions with an after-the-fact quarterly report showing work contracted under the Prime Contractor Development Program.

6.4.6 The Union(s) may request a quarterly meeting with bureau staff to discuss information provided under 6.4. The first quarterly meeting in each fiscal year shall be designated as the Annual Meeting". The purpose of the Annual Meeting shall be to discuss bargaining unit work contracted out in the preceding fiscal year.

6.5 **Article 6 Grievances**. The parties agree to establish a Labor-Management Grievance Review Committee. The purpose of such Committee shall be to review all grievances that allege breaches of Article 6 to determine if they have merit. The Committee shall consist of two (2) Labor Representatives and two (2) Management Representatives.

6.5.1 Committee Representatives shall review all grievances alleging a breach of Article 6 within thirty (30) calendar days of the City's written response at Level Two or the completion of mediation at Level Three.

6.5.2 If a majority of the Committee Representatives agree that the grievance has merit the Committee Representatives will establish an appropriate remedy and the matter should be considered resolved. If the Committee Representatives cannot agree on an appropriate remedy or fail to meet within the timelines specified above, the Union may appeal that grievance to arbitration in order to determine the appropriate remedy. If the Committee Representatives disagree that a grievance has merit the Union may appeal that grievance to arbitration. If a majority of the Committee Representatives agree that the grievance does not have merit the grievance shall be barred from arbitration and shall be considered withdrawn with prejudice. The Union must appeal that grievance to arbitration within fourteen (14) calendar days after the Committee Representative's decision.

6.5.3 If a grievance is filed under Article 6.4 and its subsections, the sole remedy under these sections shall be to provide the required notice.

Article 7. Work Schedules and Workweeks

7.1 Forty (40) hours shall constitute a workweek, eight (8) hours per day, five (5) consecutive days per week. The five (5) consecutive days mentioned herein shall have the same starting and quitting times unless inclement weather conditions dictate otherwise, or by mutual agreement.

7.2 In the event the starting or quitting time of any existing schedule is changed, the Unions will be advised. Notice of change in shift starting times or days off will be given prior to the end of the employee's workweek before the workweek in which the change becomes effective and such change will be effective for not less than one week.

7.3 The basic workweek for non-shift employees shall normally be Monday through Friday. However, it is recognized that City services and operations may require schedules other than Monday through Friday. The City will not utilize such other schedules unnecessarily, and such other schedules may be made subject to the grievance procedure should the Unions consider any such schedule as not required by the reasonable needs of City operations.

7.4 In the event any employee's workdays are changed so that the employee does not have two consecutive days off between schedules, the first day of the changed weekly schedule shall be paid for at time and one half.

7.4.1 Notwithstanding the workweek set forth in 7.1 above, the City and the Union(s) involved may, by mutual agreement, initiate a workweek consisting of four (4) consecutive ten (10) hour days with three (3) consecutive days off. To address specific needs of the Bureau or employee, the parties may agree to

a schedule with two consecutive days off and one non-consecutive day off. Overtime will be paid in accordance with Article 9 of this Agreement.

7.4.2 It is further agreed, the City and the Union(s) involved may by mutual agreement, initiate an altered bi-weekly work 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. To address specific needs of the Bureau or employee, the parties may agree to a schedule with two consecutive days off and one non-consecutive day off. Overtime rates will be paid in accordance with Article 9 of this Agreement.

7.4.3 The City and the Union(s) involved agree that either party may terminate a schedule created under 7.4.1 or 7.4.2 at any time for any reason upon thirty (30) days written notice to the other party. The employee(s) will then revert to a shift schedule established by the bureau under Article 7.1.

7.5 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.

For example: The workweek for the bi-weekly work schedule described in Article 7.4.2 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 cut the eight hour day in half, so that four hours go into each workweek for a total of 40 per week.

7.6 Employees working a second or third shift shall receive a shift differential in accordance with the provisions of Article 8.

7.7 Except in case of emergency, all employees' work schedules shall provide for a fifteen (15) minute rest period during each one half (1/2) shift. Rest periods shall be scheduled at the middle of each one half (1/2) shift whenever feasible.

7.8 **Emergency Work Scheduling.** Changes of an employee's scheduled working hours (i.e., shift) which do not affect the employee's working days and days off can be made by the City without the notice required under sub section 7.1 of this Article, in case of an emergency situation; provided, however, that the first shift on the new schedule shall be paid at the overtime rate. Such change may remain in effect during the duration of the emergency.

7.8.1 Employees shall maintain their right to their regular shift and may be transferred to their normal shift at the end of the emergency without penalty, provided s/he has at least an eight (8) hour rest period. If the rest period is not provided, then the City shall pay the employee the overtime rate for the first shift of their regular schedule.

7.8.2 Emergency shall be defined as a situation beyond the control of the City for which the City could not pre plan. Emergencies shall not include those day to day situations which require immediate action which have been normally performed by bargaining unit employees.

7.8.3 Any disagreement between the City and the Union on what constitutes an emergency shall be taken up at Level Two (Article 35.3.5) of the grievance procedure.

Article 8. Shifts

8.1 Shifts shall be defined by the following starting times:

Shift	**Starting no earlier than:**	**and no later than:**
Day	6:00 AM	9:29 AM
Second/Swing	9:30 AM	6:59 PM
Third/Nights	7:00 PM	5:59 AM

Shift work shall be permitted in all classifications, without restrictions, on the following basis:

8.2 **Day Shift.** Present practices as to day shift starting times shall be maintained provided that the City may change such starting times (subject to requirements of Article 7.1) with notice to the Union. Notwithstanding the above, the day shift for the Bureau of General Services Distribution Technician and P&D Customer Service Representatives shall begin within the hours of 6:00 A.M. to 10:00 A.M. Changes may be made outside the above listed hours upon mutual agreement between the City and the Unions.

8.3 Employees scheduled on a second, third or relief shifts shall receive the following shift differential in addition to their regular hourly rate as set forth in Schedule A for all hours worked on the second, third or relief shift:

Shift	Eff. July 1, 1997
Second/Swing	$0.84
Third/Graveyard	$1.16
Relief	$1.16

8.3.1 The swing shift differential does not apply to part-time employees whose shift may begin after noon but ends by 5:00 p.m.

8.4 Overtime rates shall apply to work performed by an employee before the regular starting time and after the regular quitting time of the shift on which that employee is regularly employed unless work performed outside the regular work day results from unpaid absence during the regular work day for personal reasons.

8.5 Employees transferred from a regularly scheduled day shift to another, unless relieved from work at least ten (10) hours before their new shift, shall be paid overtime for the first such new shift worked. This section shall not apply to those

employees covered under sub section 8.5 of this Article. Each employee shall be assigned to a regularly scheduled workweek and shift unless changes are made by mutual agreement between the City and the affected Union.

8.6 **Relief Shifts**. Relief shifts shall be defined as:

8.6.1 Any workweek schedule which includes multiple shifts with a maximum of three (3) day shifts.

8.6.2 Any workweek schedule which includes multiple starting times of more than two (2) hours difference within the starting times listed in paragraph 8.1 above.

8.6.3 The provisions of Article 8.5 do not apply to employees who are part-time.

8.7 The shift premiums provided for in 8.2 above shall not apply when on vacation, sick leave or any other paid leave of absence. The shift premiums of 8.2 shall be paid to any employee working full overtime shifts; however, such premiums shall be used in computing the overtime rate, as required by Federal Law.

8.8 **Lunch Periods**. Lunch Periods shall be scheduled by the City, and will allow the employee either thirty (30) minutes or one (1) hour time off without pay to eat lunch. The current length of lunch periods may be extended or reduced by mutual agreement between the City and the Unions. However, where the City now allows thirty (30) minutes off, the City will continue to do so for the life of this Agreement; and where the City now allows one (1) hour off, the City will continue to do so for the life of this Agreement.

8.8.1 No employee shall be required to begin their lunch period sooner than one (1) hour before nor later than one (1) hour after the middle of the employee's scheduled shift. In the event it is not possible to begin a lunch period during such two (2) hour period, the employee shall receive time and one half (1 1/2) for the employee's lunch period and shall also be allowed a reasonable opportunity to eat their lunch on the City's time. Lunch periods other than those listed above may be arranged by mutual agreement between the City and the Union.

8.8.2 Notwithstanding the above, when different lunch periods exist in the same unit, the parties shall meet upon the request of either party to seek a mutually agreeable uniform length lunch period for that unit. If the parties are unable to arrive at agreement, the City may implement its last proposal. The Unions may grieve that the implemented lunch period does not meet the reasonable needs of City operations.

8.8.3 Where needs of multiple shift operations dictate that employees remain on the work site and be on call for duty during their lunch period, the employees will be provided a twenty (20) minute lunch period on the City's time.

8.9 Employees on swing or graveyard shift in the Portland Police Bureau who are required to attend mandatory in-service training may by mutual agreement with management adjust their starting and quitting time, or take paid or unpaid leave for the first few hours of the shift in order to have at least ten (10) hours between shifts. (For example, an employee who works from 2345 to 0800 will attend mandatory in-service training instead from 0800 to 1700. The employee may, with management approval, adjust their next shift to 0300 to 1115 or take paid or unpaid leave to enable them to have a 10-hour relief period. A swing shift employee in a 4-10 schedule who normally works 1345 to 2400 may, with management approval, work 1145 to 2200 or take paid or unpaid leave to have a 10-hour relief period before the start of the in-service training the following day.)

8.9.1 Nothing in Article 8.8 is intended to avoid current practices regarding the payment of overtime to employees who attend mandatory in-service training off their regular shift.

Article 9. Overtime

9.1 **Overtime Rate**. Overtime shall be paid at the rate of one and one half (1 1/2) times an employee's established hourly rate as set forth in Schedule A. Overtime rates shall apply to work performed by an employee outside of or in excess of their established shift hours.

9.2 For the purpose of this article, officially recognized holidays for which the employee is paid, vacation and compensatory leaves and sick leave will be counted as time worked.

9.3 Shift premiums will be included in overtime computations as required by Federal Law.

9.4 **Overtime Equalization**. Overtime work shall be offered equally among employees within the same job classification within each work unit, provided the employee is available and qualified to perform the work required.

9.5 It is further provided that the City shall schedule known weekend overtime by the end of the fourth (4th) day of an employee's workweek. Except where conditions beyond the City's control require the cancellation of scheduled weekend overtime, scheduled weekend overtime shall be canceled prior to the end of the fifth (5th) day of an employee's workweek. Notification and cancellation times for scheduled overtime will be adjusted appropriately for employees working an alternate schedule.

9.5.1 A record of overtime hours worked or offered to each employee shall be maintained in each work unit for each month and available upon request. In work units consisting of five (5) or more employees within the same classification, such information shall be posted. The equalization of overtime shall be reviewed no less than each three (3) month period starting July 1, of any year. For the purpose of equalization, overtime offered shall be counted

the same as overtime worked. By mutual agreement the City and Union may meet to discuss perceived systematic inequities that may be occurring.

(A) Remedy. Employees who believe that they have not received a fair share of available overtime offers has an assertive duty to address the matter with their immediate supervisor and union representative for the purposes of review and consideration. Corrective action will be taken through future assignments of overtime if a bona fide inequity exists in the employee's opportunity to receive a fair share of the overtime offers available in the employee's work unit.

9.6 The City will attempt to avoid situations which require employees to work more than sixteen (16) consecutive hours. Employees will be compensated at the rate of two (2) times their established hourly rate for the hours worked in excess of sixteen (16) consecutive hours.

9.7 **Compensatory Time Off.** Employees shall have the option of pay at the applicable overtime rate or compensatory time computed at the applicable overtime rate for the overtime hours worked up to a total accrual of eighty (80) hours at any given time.

9.7.1 Compensatory time off will be arranged by mutual agreement between employees and their supervisors. However, the taking of compensatory time off will not be unreasonably denied.

9.7.2 In the event that an employee transfers from one bureau to another, any compensatory time will be paid or used before such transfer or, at the employee's request, accrued compensatory time shall be transferred, along with necessary funds to cover such compensatory time, to the bureau receiving the transferred employee.

9.7.3 Employees may receive once per fiscal year, at their request, a payout of any amount of accrued compensatory time.

9.8 Employees required to work around the clock (three shifts) and required to continue work through their regular assigned shift, shall continue to receive pay at the overtime rate. Any hours over sixteen (16) will be paid at the double time rate.

9.8.1 If an employee has worked 16 hours or more in the 24-hour period prior to their next regular shift and needs to rest, the bureau may excuse the employee from all or part of their regular shift. Under such circumstances employees will remain in paid status and will not be required to use accrued leave.

9.9 Employees who are required to work more than two (2) hours before or beyond their regular shift shall be allowed a thirty (30) minute lunch period on the City's time, to be taken not later than the expiration of such two (2) hour overtime period. In the event employees work for more than four (4) hours beyond such two (2) hour overtime period, they shall receive an additional thirty (30) minute

lunch period on the City's time for each additional four (4) hour overtime increment.

9.10 Notwithstanding section 9.4, the City may require the least senior qualified employee(s) in the classification within the work unit or a qualified temporary employee be available to work overtime.

9.11 There shall be no pyramiding of overtime rates.

9.12 **Essential Employees**. Any employee who is designated by management as an Essential Employee and is required to report to work when the Mayor or his designee announces a Citywide closure and directs non-essential employees to stay home, will be compensated with one deferred holiday for every full shift they work during such an event. The deferred holiday will be equal to the number of hours the essential employee was regularly scheduled to work on the day of the event.

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

Article 10. Reporting Pay and Minimum Pay

10.1 Employee who are scheduled to report for work on their regular schedule, and who present themselves 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 eight (8) hours. The City shall not be required to work and compensate an employee in accordance with this section after an employee has completed sixteen (16) consecutive hours of work. The guarantee of eight (8) hours pay to employees shall be inapplicable if employees fail to report at the scheduled starting time or otherwise are unable to perform their normal duties for the full shift.

10.2 Employees called to return to work before the employee's next work shift, and such call is after the employee has left the City's premises at the end of their last shift, shall be paid for a minimum of three (3) hours at the rate of one and one half (1 1/2) times their regular rate. The "return to work" will commence at the time the employee receives the call and agrees to return to work. The "return to work" shall end when the employee leaves the last designated reporting location at the conclusion of the work.

10.2.1 If an employee is called back to work, either under a call to return to work, a stand-by agreement or otherwise, and works less than three (3) hours and is called out again within the three (3) hours, they will not receive a second minimum. If an employee is subsequently called back to work after the initial (3) three hours has elapsed, they would then be eligible for an additional (3) three hour minimum.

10.2.2 Employees who have been asked to work overtime at the end of their shift shall receive overtime pay but not call back pay.

10.2.3 When the employee is called back and is required to work eight (8) or more consecutive hours outside of their normal working shift, the employee shall be paid a shift differential that corresponds with the time of the call to return to work.

10.3 Any employee required to work a split shift shall be paid at the rate of time and one half (1 1/2) for not less than eight (8) hours of such shift (exclusive of any overtime worked in addition thereto). Time worked on the employee's sixth and seventh day shall not be covered by this paragraph.

10.4 Before the City requires bargaining unit employees to “stand-by” during their off duty hours, the City and the appropriate Union representative will meet and determine the appropriate compensation.

10.4.1 If the City has not worked out a “stand-by” agreement with the Union and requests an employee to “stand-by”, the employee shall receive .25 hours pay at the straight time rate for each one (1) hours of “stand-by” time. For the purposes of this section, “stand-by” shall be defined as a requirement that an employee remain available and fit for duty during non-working time, with City communication device(s) and/or at a phone number left with the bureau such that the employee can report for work within a period of one half (1/2) hour, absent unusual circumstances.

10.5 If an employee is called back on an emergency during ice or snow conditions, their overtime will commence at the time they receive the call, with a maximum of one (1) hour's travel time permitted. The end of the call back shall be when the employee leaves the designated reporting location at the end of the call back.

10.6 Employees are authorized special mileage allowances under the following conditions: All mileage allowances must be pre-authorized. When such employees use their own transportation to report directly to a work site other than their normal reporting place, they will file a mileage pay request for any miles that are in excess from their current home address to their normal reporting place. Mileage payments will be at the applicable IRS rate for using personal vehicles on City business. Payment will be made for the excess distance both going to work and returning home. Employees are required to keep their supervisors advised of their current home address and number of miles from their home to their regular reporting place.

10.7 Employee required to use their personal automobile in the course of employment will be paid mileage reimbursement at the applicable IRS rate.

Article 11. Working Out of Classification

11.1 For the purposes of this Article, working out of classification shall mean the temporary assignment of a willing, available, and qualified employee to perform substantially the duties and responsibilities of a higher classification.

11.2 In the event that there is not a willing employee, the City may require the least senior qualified employees or a qualified temporary employee to work out of classification. In the event that there is not a least senior qualified employee in the work unit, the City may require the least senior qualified employees or a qualified temporary employee in the bureau to work out of classification.

11.3 Employees may be worked out of classification when:

11.3.1 Temporary vacancies occur in any classification.

11.3.2 Emergency conditions exist and enough personnel are not available in a classification to take care of such emergency.

11.3.3 For legitimate training purposes.

11.3.4 Any reason approved through a Memorandum of Understanding between the Union(s) and the City.

11.4 This provision shall be inapplicable to the selection of employees to perform non bargaining unit work. Subject to agreement with the Union, the City may reserve upgrade opportunities for legitimate training purposes. Otherwise, when selecting employees to work in higher classifications, as provided in 11.3.1 through 11.3.4:

11.4.1 The City and the Union have agreed that when filling short-term vacancies in a higher class, the offer of such work shall be made first to employees who are on the appropriate eligible list. The City further agrees that it will make every effort to distribute such assignments as equally as possible among those on the eligible lists.

(A) The City and the Union have agreed that when filling short-term vacancies in a higher class, the offer of such work shall be made first to employees who are on the appropriate eligible list. The City further agrees that it will make every effort to distribute such assignments as equally as possible among those on the eligible lists.

11.4.2 When no employee is available from the appropriate eligible lists, the City shall select from among the three available senior qualified employees in the division or bureau, who are willing to accept the appointment, until a list of qualified candidates is certified.

(A) New City employees shall not be eligible for temporary upgrades under sections 11.2.1 and 11.2.2 until they have completed six (6) months of service with the City. This shall not preclude the City from using new employees for

temporary upgrade if no other employees are available under 11.2.1 and 11.2.2.

11.4.3 Employees appointed temporarily to work out of classification will be expected, for the term of such appointment, to perform the duties normally performed by the employees they are replacing in that classification. However, employees temporarily appointed to non-represented positions will not administer discipline or have access to personnel files.

(A) The City will notify the Union when a bargaining unit member is upgraded to a non-represented position. Employees temporarily appointed to non-represented positions who are also Union Shop Stewards shall be required to cease operating in the capacity of a Shop Steward for the duration of said appointment.

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

11.5 Except for official apprenticeship or training classifications, when employees are assigned to a higher classifications, the employees' pay rate shall be the step within the higher classification range which represents at least a three percent (3%) increase over the employees' regular rate in their former classification, provided that in no event shall the rate of pay exceed the maximum rate for the higher classification as provided in Schedule A. When a permanent employee is temporarily assigned to a higher paid classification, credit shall be allowed for all prior temporary service in that classification for determining the appropriate service step of the pay range for that classification.

11.5.1 If upgraded in a workday to a higher classification, an employee will receive the rate applicable to the higher classification for a minimum of one (1) hour. If upgraded longer than one (1) hour, the employee will receive four (4) hours; eight (8) hours if assigned to such higher classification over four (4) hours in the workday. If the employee works an alternate schedule, and performs the upgraded work all hours of the day, they will receive the higher rate of pay for all hours worked.

11.5.2 When it is necessary to work employees as provided in 11.3.1 and 11.3.2 in a lower classification, the City shall pay the employee their regular rate for their permanent classification.

11.5.3 When a classification within a department or bureau has been filled by temporary assignment for a period of thirty (30) days, the City and the Unions shall meet to determine if there is a vacancy for a full time position. "Full time" as used in this Article means a position which has been budgeted on an annual basis, or to the end of the fiscal year.

11.6 The City agrees that it will conduct timely examinations to provide the necessary eligible registers to fill the vacancies which occur in the classifications covered by

this agreement. No vacancy in a full time position covered by this agreement shall be filled on a temporary basis for longer than six (6) months, unless the Bureau of Human Resources is unable to provide the necessary eligible register. This provision does not require the City to fill budgeted vacant positions.

Article 12. Seniority

12.1 In the matter of selections of jobs or opportunities to work on new jobs, processes or job locations and the selection of work shifts and vacation periods within a given classification, within a bureau, department or division thereof, the City shall prefer those employees who have permanent Civil Service status with the greatest length of service with the City within a given classification subject to the following conditions. In calculating an employee's permanent work unit seniority, it shall be the employee's total uninterrupted time in such unit, including the time spent in unsuccessful probation in another unit.

12.2 **Shift Selection**. In multiple shift operations, employees within each classification shall have a right to select their work shift on the basis of their seniority within a bureau or division thereof and competing only with employees covered under this agreement on the following basis:

12.2.1 After the employee's original selection of a work shift, changes may be made only when a vacancy occurs on another shift; provided, however, if the City eliminates any employee's shift, such employee shall have the right to exercise their seniority to select one of the existing shifts.

12.2.2 Shift trades or individual shift changes may be made by mutual agreement between the employees and the City, provided such changes are posted and there are not objections. However, any such mutually agreed changes shall not be subject to the overtime provisions of this agreement.

12.2.3 Group shift changes may be made by mutual agreement between the Unions and the City. However, any such mutually agreed changes shall not be subject to the overtime provisions of this agreement.

12.2.4 When shift changes are made which are beyond the control of the City, the overtime provisions of this contract will be waived.

12.3 **Job Bidding**. The City reserves the right to organize work and assignments. Bureau managers will consult with the Union prior to implementation of a reorganization to discuss proper application of this Article. Whenever the City determines that it will fill a vacancy in a new or existing job, present employees shall be given the first opportunity on the following basis: the City may choose from among the two (2) most senior qualified bidders for 25% of all vacancies occurring within a bureau in a Fiscal Year. Prior to posting, the City must identify a posting as one which will be subject to this provision.

12.3.1 If the vacancy involved is a new job process within a classification, first choice shall be given to employees in that classification within the division where the vacancy occurs. Second choice shall be given employees within the bureau in which the vacancy occurs. Qualifications and seniority within the division (first choice) or bureau (second choice) shall be the determining factors. “Qualifications” means the ability to meet the performance requirements and job-related skills required for the job in question, but not based solely on Civil Service certification.

12.3.2 Whenever an opening occurs in any job classification in an existing work assignment, employees within that classification shall have an opportunity to bid on such vacancy based on their seniority if they are qualified to do the work as defined in section 12.3.1 above. First choice shall be given to employees within the division where the vacancy occurs. Second choice shall be given to employees within the bureau in which the vacancy occurs.

12.3.3 A bureau and the appropriate union may mutually agree to implement an alternative method of filling vacancies identified in 12.3.1 and 12.3.2. The agreement can cover a work unit(s), a classification(s), or an entire bureau. Any such agreement will be made in writing and will be copied to the DCTU and the Human Resources Director prior to its implementation.

12.3.4 The overtime provisions of this agreement will not apply as a result of employees exercising their seniority rights under 12.3.1 and 12.3.2.

12.3.5 **Limitations on Bidding**. If an employee receives discipline subsequent to a written reprimand (i.e. another written reprimand), or a suspension or demotion, or a Performance Improvement Plan which takes the place of a second written reprimand or higher level discipline, the City may, at its sole discretion, suspend the employee's ability to bid on any job assignments for one year.

12.3.6 **Employees in Conflict**. If a situation develops which involves two or more employees who are in conflict with one another, the bureau will document the conflict and meet with the employees and the union and attempt to jointly resolve the conflict. If no resolution can be mutually agreed upon, the bureau may move the employee to vacant job assignment in another work unit within the bureau. If there are no vacancies in another work unit, the bureau may seek volunteers willing to trade assignments with the employee(s) in conflict. If there are no volunteers, the bureau may, at its sole discretion, move the employee(s) as a last resort.

12.3.7 **Injured Worker Return to Work.** When a vacancy under 12.2.1 and 12.2.2 occurs, the City and the Unions may by mutual agreement exempt the job from the bidding procedures of this Article so that the job may be utilized to employ a worker returning from Industrial Accident leave.

(A) The parties jointly recognize the desirability of returning an injured worker, whose condition is not medically stationary, to some form of available work at the earliest possible time consistent with the ability of the worker to return as certified by the treating physician. Employees may be assigned work other than their regular job as soon as released to do so by the treating physician. Positions filled by an injured worker on jobs designed to reasonably accommodate an injured worker shall not be subject to the bidding procedure specified in this agreement.

(B) Injured workers whose conditions are medically stationary will be given the opportunity to return to their original job as provided in section 12.2.7.3. If the injured worker's condition is permanent partial disability, the City will make reasonable effort to accommodate such condition and to return the injured worker to available and suitable work.

(i) The City shall notify the Union(s) at the earliest stage of efforts to place injured workers into available and suitable positions.

(ii) If placement efforts do not result in the return to work of the injured worker, the matter shall be referred to a joint labor/management committee for the purpose of providing recommendations and advice to the Human Resources Director and the Risk Manager on the worker's placement including, but not limited to, the effectiveness of any bureau-wide or City-wide placement activities or other issues relating to the return to work of the injured worker.

(iii) The joint committee will also be charged with a review of current practices and issues relating to injured workers, and provide recommendations and advice to the Human Resources Director and Risk Manager on program operations relating to injured workers. This committee shall consist of equal numbers of management and Union representatives. Union participants will be appointed by the District Council of Trade Unions and management participants by the Bureau of Human Resources and Risk Management.

(C) A job which is vacant by reason of a compensable injury will be treated as a temporary vacancy for the first eighteen (18) months. Such jobs may be filled by appointment and is not subject to bidding. During this period, injured workers who have received a full release will be returned to their former job on request. Employees displaced by the return of an injured worker will be entitled to bump pursuant to their seniority and classification. After eighteen (18) months, employees who are absent due to compensable injury shall be entitled to bump junior employees within their classification.

12.4 **Posting.** All vacancies which create job opportunities under Article 12 shall be posted in the work location of the affected employees. Job opportunities shall be posted for a period of five (5) working days. Each posting shall contain the shift

and days to be worked and a brief description of the duties and responsibilities to be performed at the time of vacancy in addition to who to contact for more information. The posting shall also include any special qualifications for the job and, if applicable, the requirement that an employee must commit to remaining in the assignment due to on-the-job or formal training requirements for up to two (2) years before bidding to another assignment. It shall also contain the date the transfer is to take effect. However, the date of transfer shall be no later than thirty (30) days after the first date of posting. The transfer to the bid position may be made earlier than the date in the posting, upon mutual agreement between the City and the employee. Applicants may be required to perform other functions which they are qualified to perform. Employees shall bid in writing on such opportunities according to the provisions of this section and such bid shall be made by the sixth (6th) working day after the first day of posting. Probationary employees are not allowed to bid on other job opportunities for the duration of their probationary period.

12.4.1 **Evaluations.** Employees who fill vacancies under the provisions of Article 12.3 and fail to qualify in the new job during a ninety (90) day evaluation period that will include a minimum of one (1) interim and one (1) final written performance evaluation, will be returned to their former position in the division or bureau if it is vacant. If the employee's former position is not vacant, they will be placed in a vacancy in their classification elsewhere in the bureau. If there is no vacancy in the bureau, the employee will be returned to their former position in the division or bureau. Failure by management to provide the written evaluations within the ninety (90) day evaluation period will indicate the employee's successful completion of the evaluation period.

12.4.2 **Lateral Transfers.** Employees may request a lateral transfer to another Bureau by notifying the Bureau of Human Resources of their desires. Lateral transfers to vacant, budgeted positions, within or between bureaus within a classification at the request of the employee will be limited to one (1) per year. However, in the event that an employee does not pass the evaluation period provided for in Article 12.3.1 of this Agreement, the one (1) year limit on lateral transfers shall be waived.

12.4.3 **Bid Trades.** An employee may “trade” a bid work assignment within a shift subject to management approval. Such trades do not require posting or approval of the DCTU or other employees in the work units involved. However, any such mutually agreed upon trades shall not be subject to the overtime provisions of this agreement and the employees who trade waive their ability to bid to new assignments for two years.

12.4.4 Within seven (7) working days after the closing of the bidding procedure, the City shall award the bid, in writing, to the successful bidder. After an employee has received written notification that they were the successful bidder, such employee shall be required to honor such bid.

12.5 Seniority shall continue and accumulate during approved leaves of absence in accordance with the provisions of the City Charter and the Bureau of Human Resources Rules and Regulations, except that seniority shall be frozen after eighteen (18) continuous months of absence for the purposes of vacation and job bidding.

12.6 The City agrees to make available to the Union, upon request, copies of any personnel list the City maintains regarding seniority or classification changes.

12.7 **Special Projects & Assignments.** Notwithstanding any other article or section of this contract, the City may designate certain Special Projects and Assignments under the limitations listed in 12.6.1 and 12.6.2.

12.7.1 **Special Projects.** A bureau may identify a project for a period of no more than one (1) year and assign employee(s) to that project for its duration. Any employee(s) so assigned will have the right to return to their originally bid work unit and cannot be involuntarily re-assigned for at least eighteen (18) months. Employees assigned to a special project continue to accrue seniority in their previous work unit and may bid on future assignments during the project, but will not move to that new assignment until the conclusion of the special project. The duration of the project may be extended by mutual agreement between the City and Union(s) involved.

12.7.2 **Special Assignments.** A bureau may re-assign any employee to an assignment in another work unit for up to sixty (60) days. Any employee(s) so assigned will have the right to return to their originally bid work at the conclusion of the assignment or after sixty (60) days. Employees re-assigned continue to accrue seniority in their previous work unit and may bid on other assignments during the special assignment, but will not move to that new assignment until the conclusion of the special assignment. The duration of the special assignment may be extended by mutual agreement between the City and Union(s) involved.

Article 13. Promotion

13.1 For the purposes of this article “promotions” shall be defined as the movement of an employee from a position in one job classification to a position in another job classification having a higher maximum salary rate. Employees promoted to another City classification are eligible to receive 3% promotional increase, which may place them at a higher step.

13.2 The City agrees that permanent or probationary employees within a bureau shall have an opportunity for an interview for promotions within that bureau, subject to qualifications through proper Bureau of Human Resources procedures. “Qualifications” means the ability to meet the performance requirements and job-related skills required for the job in question, but not based solely on Civil Service certification.

13.3 **Promotional Probationary Period.** For the purpose of this labor agreement, probation for promotion is defined as a six (6) month period from date of hire into the job classification, excluding any period of time off exceeding one (1) week in duration. Notwithstanding the above, the promotional probationary period for Police Records Specialist Trainee and Police Identification Technician Trainee shall be nine (9) months from the date of hire into the job classification. The promotional 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.

13.3.1 All employees upon promotion will receive an offer letter specifying the official start date and end date of their probation. During their promotional probationary period, employees will be given a minimum of three (3) written evaluations with a copy to the employee and to the Union at approximately one (1) month, mid-term, and one (1) month prior to the end of promotional probation. Nothing in this section shall limit management's right to terminate the promotional probationary period.

13.4 Any employee who is promoted and fails to qualify for the new position shall have the right to be returned to their former classification and bureau based on seniority with all the rights and conditions of employment they had in their former classification.

13.5 Within three (3) months of promotion, any employee may elect to return to their former classification and bureau with no loss of rights and conditions of employment; provided, however, a vacancy exists in the employee's former classification and bureau within six (6) months of the promotion.

Article 14. Layoff/Recall

14.1 Layoff and recall of employees shall be as provided in this section.

14.2 **Seniority within Classification.** Seniority for purposes of layoff and recall shall be determined as the length of continuous service, from the date of permanent appointment to the classification listed in Schedule A. An employee will not lose classification seniority in previously held classifications as a result of accepting permanent or temporary appointment to another classification.

14.2.1 Continuous service shall be broken and accrued seniority canceled, by resignation, dismissal, retirement, voluntary demotion, or movement to a classification not listed in Schedule A. However, seniority shall continue to accrue during layoff, disability retirement and approved leaves of absence.

14.2.2 Seniority in a job classification consolidated prior to March 17, 1988 shall be as determined at the time of consolidation by the Civil Service Board. Seniority in a job classification consolidated after March 17, 1988 shall be equal to the total permanent service in all job classes included in the consolidated classification.

14.3 A tie in classification seniority shall be broken and greatest seniority determined by:

14.3.1 the highest score on the eligible list from which appointment was made; if a tie remains, then

14.3.2 the greatest length of service with the City; if a tie remains, then

14.3.3 the date and time of receipt of the application by the Human Resources Bureau; if a tie remains, then

14.3.4 by random draw.

14.4 It is recognized from time to time that a seniority inequity may exist in multiple appointments in a bureau and classification where an employee is required by the City to delay the starting date in a new position. In those instances, the employee may submit to the Human Resources Director a request for the seniority adjustment within thirty (30) days of the delay.

14.5 **Reductions in Force.** In the event an employee's position is abolished, an employee shall be permitted to bump as follows, providing the employee is qualified to perform the work and meets the skills, knowledge and ability requirements for the position which have been designated in existing classification specifications by the Bureau of Human Resources:

14.5.1 into a vacancy in the same classification in the employee's assigned bureau with the same shift(s) and days off; if none, then, provided the affected employee has greater seniority:

14.5.2 into the position held by the least senior person within the employee's current classification within the bureau with the same shift(s) and days off; if none, then

14.5.3 into a vacancy in the same classification in the employee's assigned bureau; if none, then:

14.5.4 into the position held by the least senior person within the employee’s current classification within the bureau; if none, then

14.5.5 into a vacancy in the employee's current classification City-wide; if none, then

14.5.6 into the position held by the least senior person within the employee's current classification City-wide; if none, then

14.5.7 at the full-time employee's option, into a part-time or job share position in the employee's current classification, in the bumping sequence as defined in 14.5.1 through 14.5.6 above; if not, then

14.5.8 into previous classifications in inverse chronological order, where the employee held permanent status, in the bumping sequence as defined in 14.5.1 through 14.5.6 above.

14.5.9 A part-time or job share employee shall have bumping rights as described in 145 above except that a part-time or job share employee shall not displace a full-time employee.

14.5.10 No layoffs or reduction to a lower classification shall be executed so long as there are temporary employees serving within the affected classification.

14.6 **Recall**

14.6.1 Employees that have been transferred as a result of a layoff, shall have the right to transfer back to their former classification in their former bureau or division from which they was transferred, if the City is going to reemploy an employee in that classification in that bureau or division. The transfer back shall be on a strict City-wide seniority basis in the classification of the employee at the time the transfer occurred.

14.6.2 The City shall re-employ laid off employees in a strict seniority basis for the classification from which the employee was laid off.

14.6.3 Employees shall be placed on a recall list for the classification from which layoff occurred, for five years, or removal as defined in 14.6.6 below, whichever occurs earlier.

14.6.4 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.

14.6.5 On re-employment of laid off employees, the City shall notify employees by Certified Letter, with a copy to the Unions, mailed to their last known address. Employees shall have five (5) days to report their intentions to the City and shall report to work within two (2) weeks after notification to the City.

14.6.6 Reappointment to the classification 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 right to recall, except that an employee recalled to a bureau other than that of layoff may opt to remain on the recall list for the bureau from which they were laid off.

Article 15. Holidays

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

15.1.1 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.

(A) For Monday through Friday Schedules, 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.

(B) For schedules other than Monday through Friday, when a holiday falls on an employee's first regularly scheduled day off, the day before the holiday shall be considered the holiday and paid as such. If the holiday falls on their second or more contiguous regularly scheduled days off, the first scheduled work day following the holiday(s) shall be considered the holiday and paid as such.

(C) When a holiday is observed on an employee’s regularly scheduled solitary day off, they will be permitted to defer the holiday with pay until a later date as described in section 15.2 below.

15.1.2 Notwithstanding the foregoing, those crews or work units which operate seven (7) days per week, twenty four (24) hours per day, will observe Veteran’s Day on November 11 Christmas on December 25, New Year's on January 1, and Independence Day (the Fourth of July) on July 4.

15.1.3 In operations that run a night shift and the operation is shut down on a holiday by mutual agreement between the supervisor and the Union, employees will be allowed the choice of holiday eve as their holiday rather than the night of the holiday.

15.2 **Holiday Pay.** Eligible employees shall receive holiday pay equal to each employee’s regularly scheduled work shift for each of the holidays set forth above on which they perform no work. (For example, an employee who is regularly scheduled to work an 8 hour shift will be paid 8 hours holiday pay; an employee regularly scheduled to work a 10 hour shift will be paid 10 hours holiday pay.) In addition to an employee's holiday pay, they shall be paid the overtime rate for any holiday they are required to work. However, if an employee is regularly scheduled to work on a holiday, they will be permitted to defer the holiday with pay until a later date. An employee under this section can accumulate no more than ten (10) deferred or postponed holidays. Deferred or postponed holidays will be taken at a time mutually agreeable to the City and the employee. Prior to the use of any vacation time, any deferred or postponed holiday time must be taken. The employee will endeavor to schedule the deferred or postponed holiday within the

calendar year it accrues. The language of this section applies to all letters of agreement attached to this contract.

15.2.1 Full-time employees who are on work schedules other than eight (8) hours per day, five (5) 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.

15.2.2 An eligible employee shall be any employee who has been an employee of the City at least one (1) day prior to the holiday.

15.2.3 Employees shall not receive holiday pay if the employee is absent on their scheduled work day either immediately preceding or immediately following the holiday, unless they were on pay status for such day before and day after, or unless they has previously applied to their supervisor in writing for permission to be so absent. However, in situations where an employee is unable to procure prior approval for such absence they may submit a written request for holiday pay, stating the reason for their absence to their supervisor. If the supervisor considers the reason for the absence excusable, the holiday pay shall be paid. Should the supervisor either question the validity of the request or consider the reason for the absence insufficient cause for being absent, they shall contact the Unions, discuss the case with them and together shall render a decision. If no agreement is reached the matter shall be referred to the Human Resources Bureau for review. The deliberation and decision shall be based upon both the following considerations: (a) whether the absence would have been granted had prior approval been sought, and in addition; (b) whether the reason for not seeking prior approval was a valid one. Such decision shall be final and binding and not subject to the grievance procedure.

15.2.4 If a holiday is observed during an employee's vacation period, the employee shall be paid for such holiday and it shall not count against the employee's accumulated vacation leave.

15.2.5 If employees are on sick leave and a holiday is observed, they shall be paid for such holiday and it shall not count against their accumulated sick leave.

15.3 **Personal Holidays**

15.3.1 After completion of six (6) months of service, each regular full-time employee covered by the terms of this Agreement shall receive personal holiday time based on three (3) times their normal shift length per calendar year. "Normal shift length" will be determined by taking a snapshot of each eligible employee's work schedule on the first day of the first pay period in January.

15.3.2 After completion of six (6) months 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.

15.3.3 Personal holidays shall be maintained in a separate quota account and will be added to each eligible employee's personal holiday account at the end of the first pay period in January of each year.

15.3.4 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. Personal holiday time may be utilized in any increment of time.

15.3.5 The personal holidays shall be arranged by mutual agreement between the employee and the City. Failure to reach mutual agreement shall immediately refer the matter to the bureau manager.

15.3.6 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.

Article 16. Vacations

16.1 **Vacation Leave Accrual.** Annual vacation leave for employees shall be computed on the basis of time actually served during each calendar year. The rate that annual vacation leave accrues shall depend upon the total amount of service for the City, whether or not such service was broken. Beginning with January 1 of the year in which the employee reaches the following service anniversaries, vacation leave shall accrue at the following rates:

Anniversary	Accrual Rate Per Bi-Weekly Period	Equivalent Annual Vacation
Entry	3.08 hours	80 hours
5	4.62 hours	120 hours
10	5.38 hours	140 hours
15	6.15 hours	160 hours
20	6.92 hours	180 hours
25	7.69 hours	200 hours

16.2 An employee's vacation is deemed earned and shall be credited each payroll period.

16.3 In computing total amount of service as used in 16.1.1 above:

16.3.1 Includes time taken while on leave of absence with pay or for military or parental leave without pay.

16.3.2 Includes any time under temporary appointment in City service employment, the Exposition-Recreation Commission, and the Portland Development Commission.

16.3.3 Includes absence because of an on-the-job injury up to one (1) year.

16.3.4 Excludes time in City service for which the employee receives pension benefits.

16.4 Employees shall continue to earn vacation credit for:

16.4.1 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. 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.

16.4.2 Any authorized leave of absence where an employee continues in paid status.

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

16.5 The total number of vacation hours accrued at the end of the first payroll period in January cannot exceed an employee's vacation accrual for the preceding twenty-four (24) month period. Any excess credit at that time will be forfeited. Except, however, if during the Month of December, the City requires an employee to work their vacation period that was previously scheduled and approved, the amount of vacation worked may be carried over in addition to two (2) years' accumulation.

16.6 Vacation credits will not be available for use until the employee has completed ninety (90) days of service. Whenever an employee with more than ninety (90) days service is laid off or terminated, their vacation time shall be paid in a lump sum.

16.7 **Vacation Scheduling.** Vacation selections shall be by classification on the basis of seniority within the bureau and division thereof in which they are employed.

16.8 Employees will be entitled to exercise their seniority for only one (1) vacation period selection each calendar year.

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

16.10 The bureau and the union representative(s) involved agree that either party may terminate an agreement created under 16.9 at any time for any reason upon thirty

(30) days written notice to the other party. The bureau will then revert to vacation selections established by the bureau under 16.7 and 16.8.

16.11 The deadline for management to respond to vacation bidding and ad-hoc requests will be two (2) weeks for annual bidding from the end of the bidding process and three (3) working days for ad-hoc vacation requests.

16.12 Employees shall be permitted to choose either a split or entire vacation. Employees shall have the right to determine their vacation times on the basis of seniority as provided in Article 16.7 and 16.8. However, employees must receive prior approval for use of vacation time. Nothing contained within this Article shall be interpreted to prevent employees from taking one or two day vacations upon reasonable notice and by mutual agreement between the employees and their immediate supervisors.

16.13 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. If the employee feels their scheduled vacation was canceled without good reason, the matter will be subject to the regular grievance procedure. If the City is found to be in violation of this Article, the employee will be paid at time and one-half (1-1/2) for the time worked during the scheduled vacation, with no loss of accrued vacation time. Furthermore, the City will make every effort to accommodate the employee in rescheduling the employee's new vacation.

16.14 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 Commissioner in charge, or the Auditor as to the department, that the injury or illness was of a serious nature. Prompt notification of the injury or illness, and clearance by the person in charge of the employee's payroll unit, shall be made as provided by City policy.

Article 17. Health and Life Insurance

17.1 Labor/Management Benefits Committee

17.1.1 The parties agree to the continuation of the City-wide Labor/Management Benefits committee. The committee will consist of sixteen (16) members. One member shall be appointed from each of the following labor organizations: the District Council of Trade Unions (DCTU), the Portland Fire Fighters' Association (PFFA), the Professional and Technical Employees, Local 17 (PTE-17), AFSCME, Local 189 representing Emergency Communications Operators (BOEC), Laborers' Local 483, representing Recreation Employees (Recreation), the Portland Police Commanding Officers Association (PPCOA), AFSCME, Local 189 representing the Portland Housing Bureau (PHB), and effective July 1, 2017, Laborers' Local 483 representing Portland City Laborers. The remaining eight (8) members shall be appointed by the City.

17.1.2 A quorum of fourteen (14) voting members is required for the committee to take action. An absent committee member may designate a substitute with full voting authority or designate another committee member as proxy to vote on the absent committee member's behalf. Any committee member may invite one or more visitors to attend committee meetings.

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

17.1.4 In order to make a recommendation to the City Council, at least fourteen (14) committee members must vote in favor of the recommendation. The committee shall be responsible for establishing internal committee voting and decision-making processes.

17.1.5 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.

17.1.6 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.

17.1.7 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 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.

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

17.2.1 **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. 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 their regularly scheduled hours. Coverage for the employee and their eligible family members will be reinstated retroactively to the first of the month in which the employee returns to their 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.

(A) 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.

(B) 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.

17.2.2 **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. 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 their regularly scheduled hours. Coverage for the employee and their eligible family members will be reinstated retroactively to the first of the month in which the employee returns to their 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.

(A) 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.

(B) Percentage of City Contribution based on employee status. The amount of contributions which the City will make on behalf of regularly appointed employees for medical, dental, vision and life insurance benefits shall be as follows:

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

(C) The percentage of benefits paid shall be based on whether an employee is actively employed in an eligible job class and is in paid status.

17.3 **City/Employee Contributions**

17.3.1 Self-Insured Medical Plan or Kaiser Plan effective Plan Year July 1, 2017. Effective in Benefit Plan years July 1, 2017 through June 30, 2018, the City shall contribute ninety-five percent (95.0%) of the 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 Medical Plan or the Kaiser Plan) provided herein and elected by a regular full-time employee. Each regular full-time employee shall contribute five percent (5.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies). The City reserves the right to expand family tier descriptions if it is in the best interest of the employee enrollee and it has been recommended by the LMBC and subsequently approved by City Council.

17.3.2 High Deductible Health Plan (HDHP) effective Plan Year July 1, 2017. Beginning with Benefit Plan year July 1, 2017, and effective in subsequent plan years, the City shall contribute one hundred percent (100%) of the medical and vision rates and ninety-five percent (95.0%) of the dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council, for regular full-time employees who elect the HDHP. Each regular full-time employee who elects the HDHP shall contribute five percent (5.0%) of the dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council.

17.3.3 Self-Insured Medical Plan or Kaiser Plan effective Plan Year July 1, 2018. Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, the City shall contribute ninety-five percent (95.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council, for each regular full-time employee who elects the Self-Insured Medical Plan or

the Kaiser Plan; provided that the employee has received a preventive health care examination within the prior two (2) full calendar years. Each regular full-time employee who elects the Self-Insured Medical Plan or the Kaiser Plan and who received a preventive health examination within the prior two (2) full calendar years shall contribute five percent (5.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council.

17.3.4 Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, the City shall contribute ninety percent (90.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council, for each regular full-time employee who elects the Self-Insured Medical Plan or the Kaiser Plan and who has not received a preventive health care examination within the prior two (2) full calendar years. Each regular full-time employee who elects the Self-Insured Medical Plan or the Kaiser Plan and who did not receive a preventive health examination within the prior two (2) full calendar years shall contribute ten percent (10.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council.

17.3.5 Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, newly hired full-time regular employees who elect the Self-Insured Medical Plan or the Kaiser Plan will have one (1) full calendar year to receive a preventive health examination to retain the City's ninety-five percent (95.0%) contribution and the employee's five percent (5.0%) contribution in the subsequent plan year. The City shall contribute ninety percent (90.0%) and the employee shall contribute ten percent (10.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council, for each newly hired full-time regular employee who does not receive a preventive health examination within the first full calendar year of service.

17.3.6 Confirmation of meeting the preventative exam criteria will be sent from the provider to a third-party administrator. The third-party administrator will send the employee's name, birth date, and last four digits of the social security number to the City. No other information will be provided. The parties acknowledge that Kaiser requires a release of information to be signed allowing Kaiser to release the information described above.

17.3.7 The City shall share all cost, savings, and participation data from the healthcare plan with the Labor Management Benefits Committee.

17.3.8 **Medical Coverage Opt Out**. 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 Clauses 17.3 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

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

City Contribution	One Party	$117.26 per payday
	Two Party	$93.59 per payday
	Family	$72.86 per payday

17.3.10 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 second 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%).

17.3.11 The City shall pro-rate the cash payment and City contribution in 17.3.8 and 17.3.9 above for part-time benefits eligible employees based on whether they are actively employed in an eligible job class and status and are working their regularly scheduled hours

17.3.12 Benefit coverage for domestic partners will continue. Availability of domestic partner benefit is subject to continuing availability from the City's employee benefit insurance carriers. The Committee will recommend eligibility rules governing domestic partner benefit coverage to the City Council.

17.4 **Health Fund Reserves**

17.4.1 The Health Fund shall be maintained with adequate reserves to meet fund obligations.

17.4.2 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.

17.4.3 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.

17.5 Retiree and Survivor Benefits

17.5.1 The City shall make available to a retired employee and their eligible dependents, the same medical, dental, and vision benefits offered to active employees. The cost of the plans shall be borne by the retiree, surviving spouse, or surviving domestic partner. Such coverage shall be made available through the City until both the retiree and spouse (or domestic partner) become eligible for federal Medicare coverage.

17.5.2 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 coverage or remarries (or establishes a new domestic partnership) and for each dependent child, to the date which meets the eligibility requirements of the health plan in which said eligible child is enrolled.

17.6 Life Insurance

17.6.1 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.

17.6.2 The value of the policy shall be the lesser of one time annual salary rounded to the next higher multiple of $1,000 or $50,000 and if greater, shall be such amount as established by the City Council upon the recommendation of the Labor/Management Benefits Committee.

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

17.7 Federal and State Health Legislation

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

17.8 **Disability Insurance**

17.8.1 The City shall provide each employee with a long term disability insurance coverage through a group policy; said policy shall be secured and maintained in accordance with the City's existing practices.

17.9 **Domestic Partners**. For purposes of this agreement, the phrase "domestic partners" shall be as defined by the Labor-Management Benefits Committee.

Article 18. Sick Leave

18.1 The City will continue for the life of this agreement to provide its employees with the sick leave plan and program presently in effect, except as modified as follows: Permanent employees, including those in probationary status, shall be eligible for use of earned sick leave after ninety (90) days service with the City. An employee shall be entitled to use a maximum of four (4) consecutive work days' sick leave without a signed doctor's certificate if the employee has accumulated not less than four hundred (400) hours of sick leave. Otherwise, the employee will be entitled to use a maximum of three (3) consecutive work days' sick leave without a doctor's certificate. When a doctor's certificate is required, it will contain the date of treatment and the date the employee may return to work. If the City desires to verify the authenticity of a doctor's certificate, the employee may be required to furnish the doctor's name, address and phone number. If the employee is aware that the condition will require more than two (2) days sick leave usage, the employee will inform their supervisor of the approximate time of return.

18.2 Time for medical and dental appointments will be charged against accrued sick leave. Employees may accumulate unlimited sick leave.

18.3 Prior to taking any disciplinary action concerning excessive sick leave, the supervisor will notify the employee that their sick leave usage appears to be 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. If the employee does not correct their behavior the City may proceed with progressive discipline.

18.4 The City may discipline an employee for misuse of sick leave.

18.5 In situations where an employee's spouse, domestic partner, parent, child or other person for whom the employee is legal guardian, becomes ill or injured and alternate means of transporting or caring for such person cannot be arranged immediately by the employee, the employee shall be permitted to use vacation time or sick leave. A maximum of five (5) days (40 hours) sick leave per year may be used as provided in this subsection. The employee shall be required to submit a doctor's certificate for any absence of three (3) days or more within a period of five (5) working days.

18.6 **Industrial Accident Leave**

18.6.1 During an absence due to an industrial accident which has been accepted by the Risk Management Division, any employee covered by this agreement shall be entitled to receive an income supplement from the City for as many days as they had accrued sick leave prior to the accident. The amount of supplement is designed to provide no more net compensation while on time loss than they would have received while working their regular hours. Supplemental pay will be determined in the following manner:

(A) The Employee's base hourly rate will be multiplied by the number of regular hours in a pay period to determine the regular gross pay. From this amount the mandatory deductions of FICA and State and Federal withholdings based on the reported exemptions prior to the time of the accident will be deducted. The result will be the regular net pay amount that will be met with any combination of time loss pay, regular hours pay, and supplemental pay.

(B) The total mandatory deductions in Step 1 above will be divided by the regular gross pay as calculated in Step 1 above. The result will be the worker's standard mandatory deduction rate.

(C) The amount of net Supplemental Pay will be determined by taking the regular net pay from Step 1 above, subtracting Worker's Compensation time loss payments, then subtracting the product of gross pay from regular hours worked (including pay for approved time off) times one minus the worker's mandatory deduction rate determined in Step 2 above.

(D) The net Supplemental Pay determined in Step 3 above will be divided by one minus the worker's mandatory deduction rate as determined in Step 2 above to determine the amount of gross supplement pay required to yield the target net pay.

(E) If the above calculations determine a negative net Supplemental Pay amount, the Supplemental Pay amount will be zero.

Gross Supplemental Pay =

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

(F) For the purpose of this section, base hourly rate is defined as the rate at which the employee would be paid sick leave or vacation time loss.

(G) The number of days of income supplement to which an employee is entitled shall be calculated by dividing the number of sick leave hours accrued by the employee at the close of the pay period preceding the date on which the injury or illness occurred by eight (8), and rounding up to the nearest whole number. Supplemental pay will be paid on a continuous basis until

exhausted. If the employee's claim for Workers' Compensation benefits is accepted by the Risk Management Division, supplemental payments based upon sick leave accrued shall not be charged against the employee's sick leave balance

(H) This new method of computing Supplemental Pay will begin for all injuries reported after the approval of this agreement and for existing claims on the first day of the pay period following the approval of this agreement.

18.6.2 Upon hire, employees shall be credited with a total of fifteen (15) days of industrial accident leave. Such leave shall be available for time lost because of industrial injury for two years from the employee's date of hire. Such leave credits shall be used prior to the supplement outlined in subsection 18.6.1 above.

18.6.3 Payments made by the City under subsections 18.6.1 and 18.6.2 shall not be charged to accrued sick leave.

18.6.4 If an employee exhausts all benefits in 18.6.1 and 18.6.2 above, and remains employed with the City, the City shall maintain the employee's health and welfare insurance benefits for a period not to exceed twelve (12) months of the industrial accident leave, providing the employee was eligible for City-paid benefits at the time of the accident. The subject of waiver of premium for employees in this category will be referred to the Insurance Committee for review and report.

18.7 **Sick Leave Utilization Upon Retirement**

18.7.1 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.

18.8 Sick leave will not accrue during unpaid leaves of absence exceeding thirty (30) days.

Article 19. Family and Medical Leave

19.1 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

19.2 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.

19.3 During periods of leave covered by FMLA and/or OFLA the Oregon Family Leave, 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 18 except as indicated below in this article.

19.3.1 Notwithstanding the provisions of Article 19.3 above, an employee may reserve 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.

19.3.2 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.

19.4 City Paid Parental Leave. Per HRAR 6.05, employees covered by this agreement may be eligible for paid parental leave. See HRAR 6.05 for additional information. Should the provisions of HRAR 6.05 change, the City and Unions will meet to negotiate over the impact of the change(s).

19.5 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"):

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

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

19.5.3 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.

Article 20. Leaves of Absence

20.1 Funeral and Bereavement Leave

20.1.1 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, step-grandparents and the equivalent relatives of an employee with a domestic partner, shall be allowed no more than three (3) days' time off duty without deduction of pay on account of such absence. For the purpose of 20.1 and its subsections, a day is equal to the employee's regularly scheduled work shift.

20.1.2 Employees shall be allowed an additional two (2) days' leave 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 Bureau Director (or their designee).

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

20.1.4 When employees attends a funeral ceremony for a fellow employee within their own bureau, they will be granted four (4) hours' time off with pay to attend such funeral ceremony, subject to the needs of the operation.

20.2 Other Leaves of Absence

20.2.1 Leave Without Pay. With reasonable advance notice and with the consent of the City, employees shall be permitted a day off without pay; provided, however, that no day off or leave shall be granted for other outside employment. It is further provided that employees may be granted long term leaves of absence for personal sickness or injury that is non job-related.

(A) 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) days' written notice of their intent to return. However, if a vacancy does not exist at the time such employee decides to return from a leave, the employee shall be placed on the appropriate recall list in accordance with their seniority.

20.2.2 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 five (5) 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 17.

20.2.3 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 their duties with the City to represent City of Portland Union members, they 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 they were elected or appointed, has thirty (30) calendar days in which to notify the City in writing of their desire to return to active City employment and must accept the first available opening offered that they are physically and technically capable of performing within their City classification, or the leave is automatically terminated.

20.2.4 The return to active City employment shall be effected by the employee requesting to have their name placed on the appropriate laid-off list. Any employee placed on the laid-off list is subject to applicable Personnel Rules dated March 17, 1988 and 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 they are physically and technically qualified to perform the work of that classification in which they holds status.

20.2.5 There shall be no more than one (1) employee on union leave at any given time from a Union representing less than 500 City employees at the time of leave, and no more than two (2) employees from a Union representing 500 or more 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.

20.2.6 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.

20.2.7 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.

20.2.8 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.

Article 21. Jury Duty and Witness Pay

21.1 All employees shall be granted leave with pay and without loss of any benefits of their 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:

21.1.1 All employees granted such leave or receiving witness fees shall pay all money received for their service as a juror or witness to the City Treasurer, less any travel allowance received.

21.1.2 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, they may retain the fee paid for service as a juror or witness on their day off or vacation day.

21.1.3 If an 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 overtime rate, and if more than four (4) hours, they shall receive overtime pay for the time actually spent in court rounded to the next hour, and they shall be allowed to retain the witness fee.

21.1.4 If an employee is not on a Monday through Friday day-shift schedule, and s/he is required to serve as a juror, s/he shall be rescheduled to a Monday through Friday day shift for the duration of his/her jury duty. The overtime provisions of this agreement shall not apply to an employee undergoing a shift change to go on or come off jury duty.

21.1.5 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 them to do so. For the purpose of this Article, the employee shall be considered as working the normal day shift.

21.1.6 A temporary employee, as defined in Article 1, shall only be allowed jury leave under this Article after 6 continuous months of employment in a full-time budgeted position.

Article 22. Safety – Sanitation

22.1 The City will exert every reasonable effort to provide and maintain safe working conditions, and the Unions 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.

22.2 Safety Committees. 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 safety committees shall be established within the various operations of the City. Each committee shall be composed of five (5) representatives, two (2) representatives designated by the City, two (2) by the Unions, and a fifth picked by the four (4) representatives. The committee shall assist, make recommendations to and cooperate with a safety representative of the City, who shall be an ex-officio member of such committee. The employees designated for this committee shall be employees who have knowledge of practices of the operations and who have worked for the City a minimum of one (1) year. The functions of such committee shall be advisory only. Committees in the City's maintenance and field operations work units shall meet once a month with minutes of meeting prepared by management and a copy thereof furnished to the Unions. Other committees shall meet as necessary. Committee members shall serve a term of one (1) year or until replaced, but may not serve more than five (5) consecutive years.

22.2.1 Each month each manger or supervisor in a maintenance or construction operation shall hold a safety meeting with their crews. The manager or supervisor will report on the action or disposition of any recommendations or complaints of the safety committee that would have an effect on the employees.

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

22.4 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.

22.5 Unsafe Conditions or Equipment. 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 is unavailable, the Workers' Compensation Board, to request an immediate investigation of the matter.

22.6 No employee shall be disciplined 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.

22.7 The City shall furnish on all temporary work sites sanitary facilities or shall provide transportation when available.

22.8 Any condition which the Unions believe a violation of reasonable sanitation practices may be taken up through the grievance procedure at Level Two (Article 35.3.5).

22.9 Personal Clean Up Time. 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.

22.10 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.

22.11 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 Unions 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.

22.12 The City shall provide a traffic-safe outer garment to employees required to work in streets open to traffic.

22.13 Safety Apparel and Equipment. Each employee shall be required to wear such safety and protective apparel and devices as furnished by the City. Employees shall be instructed as to the safety apparel and/or equipment required for the work to be performed and the proper use thereof. In order to efficiently distribute job related safety equipment and to encourage individual employee responsibility, each bureau, with DCTU input, shall set work group standards as to what schedule and in what quantity it shall be issued.

22.13.1 The bureau will have an initial meeting with the union on proposed changes from current practice. At that meeting the parties agree to meet up to an additional two times within 14 calendar days, or such other schedule as is mutually agreeable. The discussions shall be limited to quantity and frequency of items issued. If the parties are unable to reach an agreement, the unresolved portions will be referred to the first available local Metropolitan Portland area arbitrator supplied by the State Employment Relations Board. The parties shall equally share the costs of the arbitration. The arbitrator shall issue a bench decree after a hearing of no more than two hours in length that is the final offer of one of the parties. The decree shall be final and binding. Attorney advocates shall not be allowed as representatives.

22.14 Drivers/Commercial Drivers License. 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.

22.14.1 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).

22.14.2 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 disciplinary actions.

22.14.3 First Occurrence. On the first occasion when an employee, who is required to have a valid driver's license as a condition of employment, reports a lack of a driver's license, the employee will be accommodated in a non-driving assignment in the same or lower job classification for thirty (30) calendar days. If the employee does not have a license at the end of the thirty day accommodation period, the bureau may transfer the employee to a non-driving assignment in the same or lower job classification or lay off the employee, at the bureau's sole discretion. If the employee receives a valid license within ninety (90) calendar days after the loss of the license, the employee will be returned to work. If the employee receives a valid license after ninety (90) calendar days after the loss of the license, the employee will be subject to recall under the provisions of Article 14. The bureau will, at the request of the employee, provide the employee with a letter that verifies the employee's work location and schedule for the purpose of providing the employee with necessary documentation to obtain an occupational license. If an employee obtains an occupational license, the City's Risk Manager will review and determine whether to allow the employee to continue to operate city vehicles.

22.14.4 Second Occurrence. If within three years from the first loss of a license, an employee again reports a lack of a driver's license, the employee may be

accommodated in a non-driving assignment in the same or lower job classification or may be laid off at the bureau's sole discretion. Upon receipt of a valid driver's license, the employee will be subject to recall under the provisions of Article 14. If an employee obtains an occupational license, the City's Risk Manager will review and determine whether to allow the employee to continue to operate city vehicles.

22.14.5 Reporting the loss of a license shall have no bearing on whether there is just cause for discipline.

22.14.6 Loss of CDL Medical Certification. The following sub-articles are intended to apply to temporary disqualification of CDL holders due to the temporary loss or lapse of medical certification caused by a medical condition that is difficult to regulate and the temporary disqualification is beyond the employees' ability to control. When employees are unable to maintain medical certifications under such circumstances, the parties agree to treat the affected CDL employees as follows:

22.14.7 Lack of Knowledge/Active Management Initial Thirty (30)-day Accommodation. Where an employee has not been medically diagnosed or otherwise informed of a CDL medical certification-impacting medical condition, or where an employee can establish that they are engaged in active and affirmative efforts to manage their CDL medical certification-impacting medical condition, and where the employee's medical certification lapses or is otherwise lost for no more than thirty (30) days, the employee will be accommodated by not being assigned CDL-vehicle operation duties for thirty (30) calendar days. In such instances, although a record may be kept of the lapse or loss, there shall be no adverse employment action or other prejudice related to or based on the lapse or loss.

22.14.8 Extended Initial Accommodation. If the employee does not have a valid and current medical certification at the end of the thirty (30) day initial accommodation period, and if the bureau can continue to provide placement in an assignment where CDL-vehicle operation duties can be temporarily avoided without adverse impact to the bureau efficiently completing its scheduled work, the employee shall be assigned accordingly. If at any point after thirty (30) days, however, continuation of the same or other accommodation cannot be made without adverse impact, the bureau may transfer the employee to another assignment in the same or lower job classification or may lay the employee off. If transfer is made to an assignment in a lower job classification, the employee shall be temporarily demoted until reassigned in their previous classification with no loss of seniority.

22.14.9 Regaining Certification/Failure to Obtain. Affected employees, who regain their medical certifications before the expiration of ninety (90) days from the date of the lapse or loss, will be reassigned to their regular classification. A record of the lapse or loss may be kept; in instances where the employee is

actively seeking to obtain medical certification following lapse or loss, such lapse or loss may not be considered for future discipline, but in instances where the employee has failed to actively seek recertification, the lapse or loss may be referred to and relied on in the event of a subsequent like instance of failure to actively seek recertification occurring within three (3) years of the prior instance. After ninety (90) days without a valid and current medical certification, a laid off employee will be subject to the recall provisions of Article 14 provided they meet the eligibility requirements under the federal regulations.

22.14.10 Subsequent Loss or Lapse of CDL Medical Certification. If an employee who has had a lapse or loss of more than thirty (30) days before obtaining valid and current medical certification subsequently obtains medical certification in their next certification cycle without lapse or loss, or with a lapse or loss of not more than thirty (30) days, their prior lapse or loss of more than thirty (30) days may not subsequently be relied upon as a basis for subsequent adverse employment action. If, however, an employee has a second consecutive lapse or loss of more than thirty (30) days, they may be laid off at the bureau's sole discretion.

22.14.11 Lack of Proof of Active Management Initial Thirty (30)-day Accommodation. Where an employee has been medically diagnosed or is otherwise aware of a CDL medical certification-impacting medical condition, and where the employee cannot establish that they are engaged in active and affirmative efforts to manage their CDL medical certification-impacting medical condition, the employee will be accommodated for a medical certification lapse or loss of no more than thirty (30) days by not being assigned CDL-vehicle operation duties for thirty (30) calendar days. In such instance, however, a record of the lapse or loss shall be permanently retained and may be the basis of subsequent adverse employment action.

22.14.12 No Extension of Accommodation. At any point after thirty (30) days, the bureau may transfer the employee to another assignment in the same or lower job classification or may lay the employee off, at the bureau's sole discretion. If transfer is made to an assignment in a lower job classification, the employee shall be temporarily demoted until reassigned in their previous classification with no loss of seniority.

22.14.13 Regaining Certification/Failure to Obtain. Affected employees, who regain their medical certifications before the expiration of ninety (90) days from the date of the lapse or loss, will be reassigned to their regular classification with no loss of seniority. Affected employees who fail to obtain a medical certification after ninety (90) days will be laid off. Employees who are laid off will be subject to the recall provisions of Article 14.

22.14.14 If, however, an employee has a second lapse or loss within four (4) years where the employee cannot establish that they are engaged in active and

affirmative efforts to manage their CDL medical certification-impacting medical condition, or has a second lapse or loss of more than thirty (30) days within four (4) years, they may be laid off at the bureau's sole discretion.

22.15 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.

22.16 Pregnancy Accommodation. If during the first seven (7) months of pregnancy, a pregnant employee presents supporting medical evidence, the City on request will attempt to make reasonable accommodation regarding available work within the employee's classification for a period not to exceed sixty (60) days.

22.17 Reasonable Suspicion of Drug or Alcohol Use. For the purposes of determining Reasonable Suspicion the City prefers two supervisors observe and document behavior, however, if two are not available then one supervisor may take action.

22.17.1 For purposes of this Article, the following definitions apply.

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

(B) Alcohol: colorless, volatile and flammable liquid that is the intoxicating agent in fermented and distilled liquors. Includes, but is not limited to, beer, wine, and liquor.

(C) Drugs: any controlled substance included in ORS 475.005, including marijuana, or prescribed drugs which have not been legally obtained or are not being used for the purpose for which they were prescribed.

(D) Drug paraphernalia: any item which is clearly intended for use for the administering, transferring, manufacturing, testing or storing of a drug.

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

(A) on-duty use or possession of alcohol;

(B) on-duty use or possession of drugs or drug paraphernalia;

(C) on-duty odor of alcohol;

(D) on-duty physical symptoms of drug or alcohol use (e.g., glassy or bloodshot eyes, slurred speech, poor coordination or reflexes);

(E) on-duty indications of chronic and/or withdrawal effects of alcohol or drugs;

(F) pattern of abnormal conduct, erratic behavior or deteriorating work performance which can be reasonably attributed to alcohol or drug use.

22.17.3 Where the City has reasonable suspicion to believe that an on-duty employee possesses or is under the influence of alcohol or drugs, including marijuana, the City may require that the employee immediately consent and submit to a urine and breathalyzer test. The City shall pay the cost of the tests, and employees will be paid for time spent in the testing process. A refusal to consent and submit to such tests shall subject an employee to discipline up to and including termination. Refusal to consent and submit means:

(A) refusing a directive to submit to a required test;

(B) inability to provide a urine specimen or breath sample without a valid medical reason confirmed by a physician;

(C) tampering, adulterating, or substituting a specimen or any other attempt to defeat or obstruct an alcohol or drug test;

(D) leaving the collection site before the testing process is complete;

(E) failing to permit an observed collection when required;

(F) failing to submit to a second test when required;

(G) failing to undergo a medical evaluation when required;

(H) failing to cooperate with any part of the testing process.

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

22.18 For purposes of drug testing, the City will use the Department of Transportation concentrations described in Rule 49 CFR Part 40 Section 40.87. The parties recognize that urinalysis testing for marijuana metabolites and THCA does not provide conclusive evidence of employee intoxication at the time of the test.

Article 23. Union Representation

23.1 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.

23.2 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. Shop stewards or Union officers shall notify their supervisors prior to performing such grievance-related activities. Such employees shall notify their immediate supervisors indicating the nature and expected duration of such absence. If the time cannot be granted due to operational necessity, the responsible supervisors 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 employees involved provided, however, such activities will be limited to the steward and/or Union officer having direct responsibility for them.

23.3 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 people designated as stewards shall receive their fair share of the work that they are qualified to perform. In no event shall the City discriminate against stewards in the matter of layoff or rehires or discharge them on account of the proper performance of their steward's duties.

23.4 The Unions 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.

23.5 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

23.5.1 Meetings for the purpose of discussing disciplinary action under section 34.1, 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.

23.6 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.

23.6.1 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. Employee shall be allowed to examine their personnel file upon request. Employee will be made aware of any information placed in their personnel file. Nothing herein shall preclude bureaus from maintaining unofficial personnel files.

23.6.2 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.

23.7 Labor Management Committee. The parties agree to continue their commitment to currently established Labor Management Committees for the duration of this labor agreement.

23.8 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.

23.9 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.

23.9.1 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.

23.9.2 If the City believes that a notice does not meet the criteria specified in Article 23.7.2, 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 23.7.2, 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 23.7.2. If the arbitrator determines that the criteria of 23.7.2 have been met, the notice will be re-posted.

Article 24. Pay Day

24.1 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.

24.2 Employees that are laid off, quit or are discharged, shall receive their pay in compliance with State law.

24.3 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.

24.4 Prior to implementing direct deposit the Union and City will meet to review the procedures and reporting requirements for direct deposit.

Article 25. Strikes & Lockouts Barred

25.1 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.

25.2 If employees encounter a labor dispute picket line at an assigned work location, the employees 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.

25.3 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.

Article 26. Maintenance of Standards

26.1 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.

26.2 Notwithstanding the provisions of Article 26.1, 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 DCTU 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.

Article 27. Wage Scales

27.1 Upon request, with reasonable notice, the City will provide an accurate amount of the individual employee's accumulated sick leave, holiday and vacation credits.

27.2 City Initiated Classification Changes. Before reclassifying any DCTU represented position, proposing a new classification in a DCTU represented series, or abolishing any DCTU represented classification, the Human Resources Director, or designee, shall notify the Unions affected by the proposed reclassification, creation or abolition, and, discuss the effect thereof.

27.2.1 If the City reclassifies any represented bargaining unit position(s), and there is a disagreement over whether the new classification remains in the bargaining unit or over representation of the new classification, the parties will meet, within 10 working days(14) calendar days to attempt to resolve the matter by mutual agreement prior to resorting to the procedures in the Public Employees Collective Bargaining Act.

27.3 **Reclassification Changes**

27.3.1 The City shall maintain a procedure for employees to initiate reclassification reviews.

27.3.2 Disputes about the appropriateness of reclassification of employees by management or denial of employee-initiated requests for reclassification may be appealed to the Human Resources Director and the Civil Service Board in accordance with the Personnel Rules of the City of Portland.

27.4 The Unions recognize that the Human Resources Director and Civil Service Board have the sole authority to classify or reclassify positions.

27.5 **Wage Rates for New Classifications**

27.5.1 When any classification not listed in Schedule A is established, or when an existing classification is substantially revised, the City will set a wage range for the classification which is reasonably related to wage ranges for comparable positions in comparable labor market areas for the classification and to wage ranges for existing classifications in Schedule A.

27.5.2 Upon setting a wage range for the new 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 will outline whether it is looking to bargain over wages, impacts or both. The City can establish an interim rate during bargaining.

27.6 PERS/OPSRP. The City agrees to maintain its membership in the State of Oregon Public Employees Retirement System (PERS)/Oregon Public Service Retirement Plan (OPSRP). The City shall “pick-up”, assume and pay a six percent

(6%) average employee contribution to the Public Employees Retirement Fund and the Oregon Public Service Retirement Plan for the employee members then participating in the Public Employees Retirement System. Such “pick-up” or payment of employee member contributions to the system shall continue for the life of this agreement and shall also be applicable to employees who first begin to participate in the system on and after July 1, 1980, to the termination of this agreement.

27.7 The full amount of required employee contributions “picked-up” or paid by the City on behalf of employees pursuant to this agreement shall be considered as “salary” within the meaning of ORS 238.005 (21) or ORS 238A.005 (16), as appropriate, for the purposes of computing an employee member's “final average salary” within the meaning of ORS 238.005 (8) or ORS 238A.130, as appropriate, but shall not be considered as “salary” for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 238.200 or ORS 238A.330, as appropriate. Such “picked-up” or paid employee contributions shall be credited to employee accounts pursuant to ORS 238.200 (2) or ORS 238A335, as appropriate, and shall be considered to be employee contributions for the purposes of ORS 238.200 or ORS 238A330, as appropriate.

27.8 City employees under Multnomah County Retirement System will receive in lieu of the PERS “pick-up” a six percent (6%) contribution by the City of Portland into its Deferred Compensation Program.

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

Article 28. Recoupment of Overpayment/Underpayments

28.1 **Overpayments**

28.1.1 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, and regardless of when the overpayment occurred, the employee will repay the City. The City will provide the employee with written notification of the overpayment, including information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid.

28.1.2 Overpayment amounts may be recovered by payroll deduction. For purposes of recovering overpayments by payroll deduction, the following shall apply:

(A) The City may, at its discretion, use the payroll deduction process to correct any overpayment.

(B) Where the payroll deduction process is utilized, the employee and City, and the Union if requested by the employee, shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.

(C) If there is no meeting held or otherwise a mutual agreement on repayment at the end of the thirty (30) calendar day period, the City shall implement the repayment schedule stated in 28.1.4 below. The parties may extend the thirty (30) calendar day period by a mutual written agreement.

28.1.3 The employee may elect to repay the City for the total amount owed via cash or check in one payment.

28.1.4 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 paycheck. Alternate repayment plans may be allowed under this section pending approval by the Human Resources Director.

28.1.5 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. In the event a grievance is filed over the City’s determination that an overpayment has been made, recoupment deductions will be held in abeyance pending resolution of the grievance.

28.1.6 This 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.

28.2 **Underpayments**

28.2.1 In the event the employee does not receive the wages or benefits to which the employer agreed the employee was entitled, the City shall correct any such underpayment.

28.2.2 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.

Article 29. Tools

29.1 Employees shall furnish replacements of tools lost, worn or broken on the job The City will continue to provide replacement in accordance with past practices for tools that are stolen, provided the employee files a police report. Employee tools must be properly secured when not in use.

29.2 Permanent full-time employees who are non-probationary incumbents in the classifications listed below and who are represented by IAM District Lodge 24 shall be eligible for a tool allowance of $1000 per fiscal year for tools that the employees normally use in their regular duties with the City. Necessary tools purchased for City work with the allowance will be used to repair City Vehicles and Equipment and are intended to be routinely available for use at the employee's work site. Classifications eligible for the allowance:

Auto Body Restorer (Job ID 30000125)

Vehicle and Equipment Mechanic Trainee (Job ID 30000130)

Vehicle and Equipment Mechanic (Job ID 30000131)

Vehicle and Equipment Mechanic, Lead (Job ID 30000132)

29.3 Such payment will be made on the second paycheck in the fiscal year or the second paycheck following ninety (90) days of service.

29.4 This process is in effect for the life of this agreement. The parties agree to reopen this Article for discussion the next time the agreement is bargained.

29.5 Tool Inventory. The City's classification specifications for the jobs listed in 29.2 require employees to supply their own tools. Employees are responsible for providing and maintaining a basic set of mechanic hand tools that meet the requirement of the basic tool list provided by the City. Employees are encouraged to bring additional tools to their work site, but all tools must be clearly marked with the employee's information.

29.6 Employees are also responsible for providing the City with a current written inventory and digital photographs of all tools brought to the work site. Employees are responsible for adding new tools to the tool inventory. Management may review each employee's tool inventory at the City's discretion. The City will provide the digital camera for this purpose. In order to be eligible for replacement, stolen tools must be permanently marked (engraved or etched) with the employee's information, inventoried, and photographed.

Article 30. Clothing

30.1 In order to efficiently distribute currently provided work clothing and to encourage individual employee responsibility, each bureau shall set work group standards as to what constitutes work clothing and on what schedule and in what

quantity it shall be issued in accordance with the procedure defined in section 22.13.1.

30.2 For the period of July 1, 2017 to June 30, 2018 a Employees with ninety (90) days of service or more, working in a position where the City now furnishes rain gear or safety shoes, shall be reimbursed, upon proof of purchase, up to $150.00 annually for the purchase of hearing protection, prescription safety glasses, safety shoes, rain gear, clothing that shall be worn on the job and that is intended to protect employees from exposure to potential hazards and/or inclement weather encountered in the performance of their assigned duties, or tools for employees who are required to furnish tools to carry on their trade for the City in accordance with present practices. Purchase time will be limited to a ninety (90) day period following the issuance of a written authorization for such purchase.

30.3 Employees who work in hot asphalt will be furnished safety shoes on a replacement basis as needed, no more than two (2) pair annually. Asphalt employees will turn in worn out safety shoes as a condition to reimbursement for a new pair.

30.4 Beginning July 1, 2018, any employee with ninety (90) days of service or more, working in a position where the City now furnishes rain gear or safety shoes, shall be paid $250.00 per fiscal year for the purchase of hearing protection, prescription safety glasses, safety shoes, rain gear, clothing that shall be worn on the job and that is intended to protect employees from exposure to potential hazards and/or inclement weather encountered in the performance of their assigned duties, or tools for employees who are required to furnish tools to carry on their trade for the City in accordance with present practices. Such payment will be made on the second paycheck in the fiscal year or the second paycheck following (90) days of service.

30.5 A temporary employee, as defined in Article 1, shall be paid for safety shoes under this Article after 6 continuous months of employment in a full-time budgeted position. Such payment will be made on the second paycheck following (6) continuous months of employment in a full-time budgeted position.

30.5.1 Any employee who receives a permanent appointment to work in any area where the City provides safety shoes, and the employee purchases safety shoes prior to working ninety (90) days, the employee will receive the safety shoe reimbursement after ninety (90) days of employment unless already reimbursed under 30.5 above.

Article 31. Unemployment Compensation

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

Article 32. Training, Schools and Conventions

32.1 In making determinations as to personnel who shall attend conventions or schools, the City will give consideration to personnel covered by this agreement when it finds that attendance by such employees will appreciably add to their ability to perform their duties to an extent deemed by the City to be economically justifiable.

32.2 The City and the Unions recognize the City of Portland Trade Apprenticeship Committee and the City of Portland Trades Training Committee as the official apprenticeship and training committees for the classifications covered by this Agreement.

32.3 Represented employees selected by the City to attend job-related training will be compensated on the same basis as other employees for wages, per diem and the costs of training and transportation.

32.4 Where the City requires certification of certain employee skills and the certification requirement did not exist at the time of employment in the classification, the City will pay the initial costs incurred in the certification. Present practices relating to the City assuming costs relating to employee certification will be continued. Drivers' License and endorsements are excluded from this provision.

32.5 When new equipment is obtained by the City, that falls within an existing classification and is significantly different from existing equipment, the City will offer the opportunity for on-the-job training to those required to operate the new equipment.

Article 33. Professional Development Fund

33.1 The Unions and the City mutually recognize the benefit of professional development for members of the Unions. To accomplish this:

33.2 The City shall fund a Professional Development account in the amount of $200,000 per fiscal year.

33.3 At the end of each fiscal year any unexpended account monies up to $25,000 shall be carried over and added to the next fiscal year’s fund. If, at the end of a fiscal year more than $25,000 remains in the fund, the entire unexpended account monies shall be returned to the City.

33.4 Professional Development training must commence by the termination of this agreement.

33.5 Administrative assistance for administering the fund up to 40,000 of the fund annually may be deducted from the fund to cover those costs provided. In addition, the City will confer with the DCTU about measures to reduce these administrative costs and implement measures as agreed.

33.6 Monies from this account may be used by an employee for any of the following, provided it pertains to their current position, or for another City position in their classification series or in reasonably related work:

33.6.1 Fees and/or tuition to professional development seminars, classes, workshops and conferences.

33.6.2 Books, tapes, videos and software that may assist employees in their professional development. Items such as these must be turned over to the Bureau upon separation from the City.

33.6.3 Licenses, certifications and professional dues not paid by the employee's bureau.

33.6.4 Up to $40,000 from this fund, per fiscal year, may be utilized to hire consultants or coaches to work one-on-one with employees on career development activities.

33.7 The account shall be administered by a four (4) member Professional Development Committee. Two (2) members of the Professional Development Committee shall be appointed by the DCTU and two (2) members by the Director of the Bureau of Human Resources.

33.8 The Bureau of Human Resources will establish accounting procedures for the fund in accordance with all applicable Federal, State, and Municipal Laws.

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

33.10 Release time to attend professional development seminars, classes, workshops and conferences shall be subject to approval by the City, which shall not be unreasonably denied when the training is directly related to the employee’s City job or internal promotional opportunity.

33.11 Except for the City funding of this program, Article 33 is not subject to the grievance procedure.

33.12 Article 33 shall sunset upon expiration of the contract.

Article 34. Evaluations/Counseling

34.1 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.

34.2 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.

34.3 One-on-one discussions, evaluations or counseling by supervisors do not require the presence of a Union representative.

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

Article 35. Discipline and Discharge

35.1 Disciplinary actions or measures shall include only oral warning, written reprimand, demotion, suspension 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.

35.2 If the parties agree, a Performance Improvement Plan (PIP) may be used in place of the disciplinary steps prior to discharge in cases of employee performance problems. The content of the PIP will be mutually agreed upon and either parties' offer or refusal to agree to a PIP shall not be used against them in the grievance procedure.

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

35.4 Additionally, Police Bureau employees are provided with the following: prior to being interviewed regarding an Internal Affairs investigation for any reason which could lead to disciplinary action, an employee shall be afforded an opportunity and facilities to contact and, consult privately with an attorney of his choosing and/or a representative of the Union.

35.5 Discharge, Demotion and Suspension. The City shall not discharge, demote or suspend employees without just cause who have completed their probationary period as provided in section 1.1.1. If, in any case, the City feels that there is just cause for discharge, demotion or suspension, the employee involved and the

appropriate Union shall be provided with a written notice of proposed discipline seven (7) calendar days before the effective date. Such notification 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 to the authority proposing such action either orally or in writing prior to the effective date of proposed discipline.

35.6 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.

35.7 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.

35.8 Just cause provisions of this section do not apply to temporary employees, as defined in Article 1.

35.9 Upon separation, discipline, or discharge, a temporary employee as defined in Article 1, may write a statement which will be maintained with the employee's official records on file in the Bureau of Human Resources.

Article 36. Grievances, Complaints and Arbitration

36.1 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.

36.2 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.

36.3 **Procedure**

36.3.1 **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, 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. The Union will advise the appropriate individual at the next level within a reasonable period of time.

36.3.2 **Informal Level.** Before initiating a formal written grievance at Level One, the employee shall attempt to resolve the matter by informal conference with their immediate designated supervisor outside the bargaining unit. If the immediate supervisor is not available, the employee shall attempt to contact another supervisor or manager. 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. Either party may declare that the informal level has been completed.

36.3.3 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.

36.3.4 **Level One -- Bureau Head or Designee**

(A) If a dispute is not resolved at the informal level, the employee or Union shall file the grievance in writing to the Bureau Head or 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 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 appropriate bureau head or designee to whom the grievance is submitted and shall communicate their 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.

36.3.5 **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 and the 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 Unions 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 (see Clause 23.2 of this Agreement) within thirty (30) calendar days of receipt of written notice to impose the disciplinary action.

(D) A grievance involving a suspension, demotion or discharge shall be filed directly to Level Two no later than 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 simultaneously with the office of the Commissioner-in-Charge and the Bureau of Human Resources. The Commissioner in Charge may either retain jurisdiction at this level of the procedure or delegate the Bureau of Human Resources /bureau head to handle the grievance with full authority to settle it. 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 Director of the Bureau of Human Resources/bureau head or their designee within twenty-one (21) calendar days after filing, unless extended by mutual written consent. The Director of the Bureau of Human Resources or their 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 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.

36.3.6 **Level Three -- Mediation**

(A) If the Union is not satisfied with the Level Two, 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 will be equally split between the parties.

36.3.7 **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 local Union elects to do so, it must notify the Bureau of Human Resources 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 agreed 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 local 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 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 local Union involved 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 Bureau of Human Resources/Bureau 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.

Article 37. Warrant of Authority

37.1 The officials executing this Agreement in behalf of the City and the Unions 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.

37.2 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 District Council of Trade Unions on behalf of the Union(s) and by the Human Resources Director, on behalf of the City.

37.3 The parties agree that Memoranda of Understanding, Letters of Agreement, and other agreements considered valid and binding that affect all District Council of Trade Union-member unions shall be signed by the DCTU President, all affected Union Business Representatives, and the Director of Human Resources.

37.4 All Letters of Agreement, Memoranda of Understanding, and all agreements that affect a DCTU-member union(s) shall be signed by that union(s) representative and the Director of Human Resources and shall be considered binding.

Article 38. Savings Clause

38.1 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.

38.2 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.

Article 39. Effective Date and Duration of Agreement

39.1 This Agreement, effective July 1, 2017 or upon ratification by both parties, shall remain in full force and effect through June 30, 2020.

39.2 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 Council and the DCTU 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:

Ted Wheeler, Mayor

Mary Hull Caballero City Auditor

Serilda Summer-McGee, Human Resource Director

Approved as to Form:

Matthew Farley, City Attorney

For the DCTU:

Rob Wheaton, AFSCME, Council 75

James Anderson, IUOE, Local 701

Gary Young, IBEW, Local 48

Pat Christensen, UA, Local 290

Larry Warren, IAM, District Lodge 24

Jack Johnson, IUPAT, District 5

Schedule "A" COLA

YEAR ONE – Effective July 1, 2017 , Schedule "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 2017, , to June 30, 2018 are to be increased by 100 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 2015 and the 2nd Half 2016) for the Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor.

YEAR TWO - Effective July 1, 2018, Schedule "A" wage rates will be revised as follows:
Salary rates for classifications in Schedule "A" for the period July 1, 2018 to June 30, 2019 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 2016 and the 2nd Half 2017) for the Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

YEAR THREE - Effective July 1, 2019, Schedule "A" wage rates will be revised as follows: 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 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 2017 and the 2nd Half 2018) for the Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

Effective July 1, 2017 a 1.65% Across the Board Increase will be given to all classifications not receiving a targeted wage adjustment as described in 'Schedule 'A' Other Wage Increases'.

Schedule "A" Premiums

Effective on ratification through June 30, 2020

1. Premiums described in paragraphs 2 through 8 shall not be pyramided.

2. The following named classes and work situations will be paid a premium of four percent (4%) of the employee's base wage for actual time performing such work rounded up to the next whole hour:

   a. Employees operating a jackhammer.

   b. Employees who are assigned to drive a fuel truck in order to perform fueling operations and to transport fuel.

3. Any employee other than a Painter, Facilities Maintenance Technician, Facilities Maintenance Technician Apprentice, and Facilities Maintenance Technician Lead while working from a temporary scaffolding, portable ladder, or boom, which is fifteen (15) feet above ground or working from any suspended device will receive a premium of four percent (4%) of the employee's base wage, for a minimum of four (4) hours.

4. Any employee who is required to work over forty-five (45) feet above the ground on bridges and structures while working from a temporary scaffolding, portable ladder or boom shall be paid 1.5 times the employee's base rate of pay, for a minimum of four hours. Any employee who is required to work over forty-five (45) feet above the ground on a fixed structure and required to wear fall protection equipment shall be paid at 1.5 times the employee's base rate of pay, for a minimum of four hours. The appropriate pay for employees working over forty-five (45) feet on overtime is 1.5 times the employee's base rate plus .5 time the employee's base rate for a total of 2 times the employee's base rate.

5. Any employee other than an Inspector, Facilities Maintenance Technician, Facilities Maintenance Technician Apprentice, and Facilities Maintenance Technician Lead who is instructed to work underground or in a shored excavation will receive a premium of four percent (4%) of the employee's base wage, for a minimum of four hours.

6. The City will pay a premium of eight percent (8%) of the employee's base wage, per hour, for actual time worked, rounded up to the nearest whole hour, under the following conditions:

   a. Employees who are required to be HAZWOPER trained and maintain that certification and who must wear special personal protective equipment (must include positive pressure respirators and/or safety suits) and/or Level "B" PPE only while:

      i) engaged in work inside a permit required confined space as defined by OSHA; or

      ii) connecting chlorine cylinders or responding to liquid chlorine alarms; or,

iii) performing work in areas designated by the City as having contaminated soils (i.e. heavy metals). Note: Employees must complete forty (40) hours of hazardous materials training to perform work in contaminated soils; or

iv) receiving bulk shipments of chemicals; or

v) performing maintenance and repair on piping and systems that can contain potentially hazardous chemicals.

b. Employees in the Electrician and related classifications, not including Facilities Maintenance Technician, Facilities Maintenance Technician Apprentice, and Facilities Maintenance Technician Lead, working on "live" equipment with an Arc Flash rating of category three (3) or higher as described in the National Fire Protection Agency (NFPA) 70E Standard.

7. Vehicle Service employees when assigned emergency repair work on automotive or construction equipment that has broken down alongside the road shall be paid a premium of five percent (5%) of the employee's base wage for all time so assigned. This premium does not apply to repair work performed on City-owned or leased property or any off-road locations. This premium will also apply to Vehicle and Equipment Mechanics.

8. In the event the City places the responsibility for a crew of two (2) or more employees upon a member of that crew, to the extent that such member is held responsible for the work performance of the other members of that crew, it will pay such employee a premium of five percent (5%) of the employee's base wage. This shall not be deemed a requirement that the City designate a lead in charge of every crew.

   a. An employee assigned lead duties in a work day will receive the lead premium for a minimum of half a shift or for a full shift if the employee is assigned to such duties for more than half their shift.

   b. Assignment to lead duties is temporary and employees do not acquire status or rights to such assignment.

9. Building Inspector IIs, Electrical Inspectors, and Plumbing Inspectors shall receive a premium of two percent (2%) added to the employee's base wage for all hours worked for each additional one and two family inspection certification they obtain and to begin to use in the Residential Inspections Section in the Bureau of Development Services.

10. Building Inspector IIs shall receive a premium of two percent (2%) added to the employee's base wage for all hours worked for each additional one and two family inspection certification they obtain and begin to use in the "Work without Permit Program" in the Compliance Services/Neighborhood Inspection Section of the Bureau of Development Services.

11. Building Inspector IIs and Structural Inspectors who obtain and begin to use both commercial Structural and commercial Mechanical certifications in the Commercial Structural/Mechanical Inspections Section in Bureau of Development Services shall receive a premium of three percent (3%) added to the employee's base wage for all hours worked .

12. Water Treatment Certifications:

    a. Employees in the Water Treatment Operator II classification are required to have and maintain certification as a Water Treatment Level 2 Operator. Certification pay for Water Treatment Level 3 Operator shall be three percent (3%) added to the employee's base wage for all hours worked. Certification pay for Water Treatment Level 4 Operator shall be four percent (4%) added to the employee's base wage for all hours worked.

    b. Employees in the Water Treatment Operator, Lead classification are required to have and maintain certification as a Water Treatment Level 3 Operator. Certification pay for Water Treatment Level 4 Operator shall be four percent (4%) added to the employee's base wage for all hours worked.

    c. Employees are responsible for completing the required Continuing Education Units (CEUs) to maintain their certifications.

13. Water Distribution Certifications:

    a. Employees in the Water Operations Mechanic classification are required to have and maintain certification as a Water Distribution Level 1 Operator. Certification pay for Water Distribution Level 2 Operator shall be two percent (2%) added to the employee's base wage for all hours worked. Certification pay for Water Distribution Level 3 Operator shall be three percent (3%) added to the employee's base wage for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be four percent (4%) added to the employee's base wage for all hours worked.

    b. Employees in the Water Quality Inspector and Water Meter Technician classifications are required to have and maintain certification as a Water Distribution Level 1 Operator (except for those employees grandfathered in 2010). Certification pay for Water Distribution Level 2 Operator shall be two percent (2%) added to the employee's base wage for all hours worked. Certification pay for Water Distribution Level 3 Operator shall be three percent (3%) added to the employee's base wage for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be four percent (4%) added to the employee's base wage for all hours worked.

    c. Employees in the Watershed Specialist III classification are required to have and maintain certification as a Water Distribution Level 2 Operator. Certification pay for Water Distribution Level 3 Operator shall be three percent (3%) added to the employee's base wage for all hours worked. Certification pay for Water

Distribution Level 4 Operator shall be four percent (4%) added to the employee's base wage for all hours worked.

d. Employees are responsible for completing the required Continuing Education Units (CEUs) to maintain their certifications.

14. Water Treatment and Water Distribution Certification:

a. Employees in the Operating Engineer II classification are required to have and maintain certification as both a Water Distribution Level 2 Operator and Water Treatment Level 1 Operator. Certification pay for Water Distribution Level 3 Operator shall be three percent (3%) added to the employee's base wage for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be four percent (4%) added to the employee's base wage for all hours worked. Certification pay for Water Treatment Level 2 Operator shall be two percent (2%) added to the employee's base wage for all hours worked. Certification pay for Water Treatment Level 3 Operator shall be three percent (3%) added to the employee's base wage for all hours worked. Certification pay for Water Treatment Level 4 Operator shall be four percent (4%) added to the employee's base wage for all hours worked.

b. Employees in the Operating Engineer III classification are required to have and maintain certification as both a Water Distribution Level 2 Operator and Water Treatment Level 2 Operator. Certification pay for Water Distribution Level 3 Operator shall be three percent (3%) added to the employee's base wage for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be four percent (4%) added to the employee's base wage for all hours worked. Certification pay for Water Treatment Level 3 Operator shall be three percent (3%) added to the employee's base wage for all hours worked. Certification pay for Water Treatment Level 4 Operator shall be four percent (4%) added to the employee's base wage for all hours worked.

c. Employees holding both Water Distribution Operator and Water Treatment Operator certifications will only be compensated for one certification at a time with the higher hourly premium being worked.

d. Employees are responsible for completing the required Continuing Education Units (CEUs) to maintain their certifications.

15. Inspectors in the Bureau of Development Services Residential Inspection program who possess and are regularly assigned to work that requires manufactured home certification shall be paid $15.00 per trip per unit when it includes a mobile home inspection.

16. National Institute for Automotive Service Excellence (NIASE) Certification:

a. Employees in the Classification of Auto Body Restorer who possess a valid Master Collision Repair/Refinishing Technician Certification, issued by the NIASE, shall receive $36.92 per FLSA workweek.

b. Employees in the Classification of Vehicle and Equipment Mechanic or the Premium Assignment of Vehicle and Equipment Mechanic, Lead and who are assigned to work on fire apparatus, who possess a valid Master Medium/Heavy Duty Truck Technician Certification issued by the NIASE and possess a valid Emergency Vehicle Test F-1 through F-2 certification shall receive $36.92 per FLSA workweek; those who possess a valid F-3 through F-4 certification shall receive $48.46 per FLSA workweek; those who possess a valid F-5 through F-6 certificate shall receive $60.00 per FLSA workweek. All EVT certifications must be issued by the EVT Certification Commission, Inc.

c. Employees in the Classification of Vehicle and Equipment Mechanic or the Premium Assignment of Vehicle and Equipment Mechanic, Lead and who possess a valid Master Heavy Duty Truck Technician Certificate or who possess a valid Master Automobile Technician Certificate, issued by the NIASE, shall receive $36.92 per FLSA workweek.

d. The City shall pay for the cost of certification if the employee can prove they passed the certification test. If the employee does not pass the certification test, the employee is responsible for the cost of the test.

17. The City shall pay employees in the Senior Electrical Inspector and Senior Plumbing Inspector classifications who are assigned the duties of the Chief Electrical Inspector or Chief Plumbing Inspector a premium of $1.95 per hour for all hours worked.

18. Employees who work for the Bureau of Development Services in the classifications of Building Inspector II, Electrical Inspector, Plumbing Inspector, and Combination Inspector shall receive a certification premium of two percent (2%) added to the base wage for all hours worked, rounded up to the next fifteen (15) minute increment, when they successfully complete the Specialized Solar Photo-Voltaic (SSPVI), Specialized Plumbing Inspector (SPI), Specialized Electrical Inspector (SEI), and Specialized Systems/Final Inspector (SFI) certifications and perform inspection duties related to these certifications.

19. Employees appointed to the Housing Inspector and Senior Housing Inspector classification are required, within one year of appointment to the classification, to obtain and maintain one (1) of the following Inspector certifications: Residential Structural Inspector, Residential Electrical Inspector, Residential Plumbing Inspector, or Residential Mechanical Inspector. The City shall pay employees in the Housing Inspector classification who work in the Bureau of Development Services a certification premium of two percent (2%) added to the base wage for all hours worked for each additional Residential Structural Inspector, Residential Electrical Inspector, Residential Plumbing Inspector, or Residential Mechanical Inspector certification they obtain and begin to use.

20. Police Identification Technicians who acquire and maintain a Tenprint Fingerprint Certification from the International Association of Identification will receive certification pay of five percent (5%) added to the employee's base wage for all hours worked.

21. Members in the classifications of Police Records Specialist and Police Records Training Coordinator who have successfully completed Records Finish training will receive a premium of three percent (3%) added to the employee's base wage for all hours worked.

22. Employees appointed to the classification of Accountant III or Accountant IV who acquire and maintain a CPA license shall receive a premium of five percent (5%) added to their base wage for all hours worked.

Schedule "A" Other Wage Increases
Effective July 1, 2017

Rates listed below are based on 2016/17 wages and will be adjusted by the agreed upon Cost of Living Adjustment prior to implementation except for the Facilities Maintenance Dispatch Scheduler. (See note below)

Accountant I

	Entry	6 mo	1 yr	2 yr	3 yr	4 yr
Current	$20.19	$21.99	$24.45	$26.15	$28.19	$29.03
Proposed	$23.79	$25.12	$26.41	$28.16	$29.01	31.25
Increase	~18.5%	~14.5%	~8%	~7.5%	~3%	~7.5%

Building Inspector I

	Entry	6 mo	1 yr	2 yr
Current	$29.03	$30.49	$32.00	$33.59
Proposed	$29.90	$31.40	$32.96	$34.60
Increase	3%	3%	3%	3%

Building Inspector II

	Entry	6 mo	1 yr	2 yr
Current	$33.20	$34.86	$36.55	$38.40
Proposed	$34.20	$35.91	$37.65	$39.55
Increase	3%	3%	3%	3%

Building Inspector, Senior

	Entry	6 mo	1 yr	2 yr
Current	$37.26	$39.14	$41.10	$43.12
Proposed	$38.38	$40.31	$42.33	$44.41
Increase	3%	3%	3%	3%

Carpenter

	Entry	6 mo	1 yr
Current	$27.31	$29.66	$30.55
Proposed	$27.72	$30.10	$31.01
Increase	1.5%	1.5	1.5%

Combination Inspector

	Entry	6 mo	1 yr	2 yr
Current	$35.40	$37.20	$39.02	$41.02
Proposed	$37.17	$39.06	$40.97	$43.07
Increase	5%	5%	5%	5%

Electrical Inspector

	Entry	6 mo	1 yr	2 yr
Current	$33.20	$34.86	$36.55	$38.40
Proposed	$34.86	$36.60	$38.38	$40.32
Increase	5%	5%	5%	5%

Electrical Inspector, Senior

	Entry	6 mo	1 yr	2 yr
Current	$37.26	$39.14	$41.10	$43.12
Proposed	$39.12	$41.10	$43.16	$45.28
Increase	5%	5%	5%	5%

Electrician

	Entry	6 mo
Current	$34.17	$36.88
Proposed	$35.20	$37.99
Increase	3%	3%

Electrician, Lead

	Entry	6 mo
Current	$35.87	$38.72
Proposed	$36.95	$39.88
Increase	3%	3%

Electrician, Senior

	Entry	6 mo
Current	$35.87	$38.72
Proposed	$36.95	$39.88
Increase	3%	3%

Electrician, Supervising

	Entry	6 mo
Current	$37.67	$40.66
Proposed	$38.80	$41.88
Increase	3%	3%

Code Specialist I

	Entry	6 mo	1 yr	2 yr	3 yr	4 yr
Current	$17.11	$18.60	$19.80	$20.96	$22.11	$22.77
Proposed	$17.62	$19.16	$20.39	$21.59	$22.77	$23.45
Increase	3%	3%	3%	3%	3%	3%

Code Specialist II

	Entry	6 mo	1 yr	2 yr	3 yr	4 yr
Current	$22.46	$24.39	$25.79	$27.09	$28.88	$29.74
Proposed	$23.13	$25.12	$26.56	$27.90	$29.75	$30.63
Increase	3%	3%	3%	3%	3%	3%

Code Specialist III

	Entry	6 mo	1 yr	2 yr	3 yr	4 yr
Current	$24.21	$26.31	$27.72	$29.17	$30.83	$31.75
Proposed	$24.94	$27.10	$28.55	$30.05	$31.75	$32.70
Increase	3%	3%	3%	3%	3%	3%

Code Specialist, Lead

	Entry	6 mo	1 yr	2 yr	3 yr	4 yr
Current	$24.21	$26.31	$27.72	$29.17	$30.83	$31.75
Proposed	$24.94	$27.10	$28.55	$30.05	$31.75	$32.70
Increase	3%	3%	3%	3%	3%	3%

Code Specialist, Trainee

	Entry
Current	16.31
Proposed	$16.80
Increase	3%

Facilities Maintenance Dispatch Scheduler

	Entry	6 mo	1 yr	2 yr	3 yr	4 yr
Current*	$22.77	NEW	NEW	NEW	$28.91	NEW
Proposed		$25.05	$26.93	$28.95	$31.85	$35.04
Increase		10%	7.5%	7.5%	10%	10%

*Current rate for this class already reflects 2.2% COLA effective 7/1/17; COLA was added because this class is still listed as non-rep in the comp system pending an agreement with the Union.

Housing Inspector

	Entry	6 mo	1 yr	2 yr	3 yr
Current	$25.27	$27.50	$28.87	$30.35	$31.99
Proposed	$26.53	$28.88	$30.31	$31.87	$33.59
Increase	5%	5%	5%	5%	5%

Industrial Painter

	Entry	6 mo	1 yr
Current	$27.31	$29.66	$30.55
Proposed	$28.64	$31.13	$32.07
Increase	5%	5%	5%

Industrial Painter, Lead

	Entry	6 mo	1 yr
Current	$28.64	$31.13	$32.17
Proposed	$30.07	$32.69	$33.67
Increase	5%	5%	5%

Instrument Technician

	Entry	6 mo
Current	$34.17	$36.88
Proposed	$35.20	$37.99
Increase	3%	3%

Instrument Technician, Lead

	Entry	6 mo
Current	$35.87	$38.72
Proposed	$36.95	$39.88
Increase	3%	3%

Laboratory Analyst I

	Entry	6 mo	1 yr	2 yr
Current	$22.61	$25.87	$27.15	$28.56
Proposed	$23.06	$26.39	$27.69	$29.13
Increase	2%	2%	2%	2%

Laboratory Analyst II

	Entry	6 mo	1 yr	2 yr	3 yr
Current	$24.28	$27.68	$29.06	30.53	$32.05
Proposed	$24.77	$28.23	$29.64	31.14	$32.69
Increase	2%	2%	2%	2%	2%

Operating Engineer I

	Entry	6 mo	1 yr
Current	$24.83	$26.00	NEW
Proposed	$24.83	$26.00	$27.30
Increase			5%

Operating Engineer II

	Entry	6 mo	1 yr	2 yr	3 yr
Current	$25.05	$27.23	$28.75	$30.51	$32.37
Proposed	$26.30	$28.59	$30.19	$32.04	$33.99
Increase	5%	5%	5%	5%	5%

Operating Engineer III

	Entry	6 mo	1 yr	2 yr	3 yr
Current	$26.31	$28.61	$30.18	$32.06	$34.01
Proposed	$27.63	$30.04	$31.69	$33.66	$35.71
Increase	5%	5%	5%	5%	5%

Parking Code Enforcement Officer

	Entry	6 mo	1 yr	2 yr	3 yr	4 yr
Current	$20.28	$21.93	$23.26	$24.47	$25.88	$26.64
Proposed	$22.24	$24.05	$25.50	$26.83	$28.38	$29.21
Increase	9.65%	9.65%	9.65%	9.65%	9.65%	9.65%

Plans Examiner, Commercial

	Entry	6 mo	1 yr	2 yr	3 yr	4 yr
Current	$34.74	$36.46	$38.28	$40.22	NEW	NEW
Proposed	$34.74	$36.46	$38.28	$40.22	$41.43	$42.67
Increase					3%	3%

Plans Examiner, Residential

	Entry	6 mo	1 yr	2 yr	3 yr
Current	$28.58	$30.00	$31.50	$33.07	NEW
Proposed	$30.00	$31.50	$33.07	$34.06	$35.08
Increase	5%	5%	5%	3%	3%

Plans Examiner, Senior

	Entry	6 mo	1 yr	2 yr	3 yr	4 yr
Current	$37.75	$39.62	$41.65	$43.70	NEW	NEW
Proposed	$39.62	Remove step	$41.65	$43.70	$45.01	$46.36
Increase	5%				3%	3%

Plumber

	Entry	6 mo	1 yr
Current	$30.18	$32.83	$33.79
Proposed	$31.69	$34.47	$35.48
Increase	5%	5%	5%

Plumbing Inspector

	Entry	6 mo	1 yr	2 yr
Current	$33.20	$34.86	$36.55	$38.40
Proposed	$34.86	$36.60	$38.38	$40.32
Increase	5%	5%	5%	5%

Plumbing Inspector, Senior

	Entry	6 mo	1 yr	2 yr
Current	$37.26	$39.14	$41.10	$43.12
Proposed	$39.12	$41.10	$43.16	$45.28
Increase	5%	5%	5%	5%

Procurement Specialist, Assistant

	Entry	6 mo	1 yr	2 yr	3 yr
Current	$21.07	$22.89	$24.45	$25.70	$26.46
Proposed	$23.92	$24.91	$25.96	$26.88	$27.70
Increase	~13.5%	~9%	~6%	~4.5%	~4.5%

Procurement Specialist

	Entry	6 mo	1 yr	2 yr	3 yr	4 yr
Current	$25.23	$27.40	$29.37	$30.83	$31.75	NEW
Proposed	$26.40	$28.70	$29.89	$31.15	$32.26	$33.24
Increase	~4.5%	~4.5%	~1.5%	~1.5%	~1.5%	~3%

Procurement Specialist, Senior

	Entry	6 mo	1 yr	2 yr	3 yr	4 yr
Current	$29.71	$32.29	$34.99	$37.67	$38.80	NEW
Proposed	$31.09	$33.82	$35.61	$38.06	$39.42	$40.34
Increase	~4.5%	~4.5%	~4.5%	~1%	~1.5%	~2%

Site Development Inspector I

	Entry	6 mo	1 yr	2 yr
Current	$29.03	$30.49	$32.00	$33.59
Proposed	$29.90	$31.40	$32.96	$34.60
Increase	3%	3%	3%	3%

Site Development Inspector II

	Entry	6 mo	1 yr	2 yr
Current	$33.20	$34.86	$36.55	$38.40
Proposed	$34.01	$35.91	$37.64	$39.55
Increase	3%	3%	3%	3%

Site Development Inspector, Senior

	Entry	6 mo	1 yr	1 yr
Current	$37.26	$39.14	$41.10	$43.12
Proposed	$38.75	$40.31	$42.33	$44.41
Increase	3%	3%	3%	3%

Timekeeping Specialist

	Entry	6 mo	1 yr	2 yr	3 yr	4 yr
Current*	$17.98	$20.58	$21.58	$23.10	$25.08	$25.84
Proposed	$18.52	$21.20	$22.23	$23.79	$25.83	$26.62
Increase	3%	3%	3%	3%	3%	3%

Water Operations Mechanic

	Entry	6 mo	1 yr	2 yr
Current	$27.61	$30.10	$30.56	$31.02
Proposed	$28.99	$31.61	$32.09	$32.57
Increase	5%	5%	5%	5%

Water Treatment Operator I

	Entry	6 mo	1 yr
Current	$24.83	$26.00	NEW
Proposed	$24.83	$26.00	$27.30
Increase			5%

Water Treatment Operator II

	Entry	6 mo	1 yr	2 yr	3 yr
Current	$26.31	$28.61	$30.18	$32.06	$34.01
Proposed	$27.63	$30.04	$31.69	$33.66	$35.71
Increase	5%	5%	5%	5%	5%

Water Treatment Operator, Lead

	Entry	6 mo	1 yr	2 yr	3 yr
Current	$27.61	$30.05	$31.71	$33.65	$35.68
Proposed	$28.99	$31.55	$33.30	$35.33	$37.46
Increase	5%	5%	5%	5%	5%

Water Quality Inspector I

	Entry	6 mo	1 yr	2 yr	3 yr
Current	$25.05	$27.23	$28.75	$30.51	$32.37
Proposed	$26.30	$28.59	$30.19	$32.04	$33.99
Increase	5%	5%	5%	5%	5%

Water Quality Inspector II

	Entry	6 mo	1 yr	2 yr	3 yr
Current	$26.31	$28.61	$30.18	$32.06	$34.01
Proposed	$27.63	$30.04	$31.69	$33.66	$35.71
Increase	5%	5%	5%	5%	5%

Water Quality Inspector III

	Entry	6 mo	1 yr	2 yr	3 yr
Current	$27.61	$30.05	$31.71	$33.65	$35.68
Proposed	$28.99	$31.55	$33.30	$35.33	$37.46
Increase	5%	5%	5%	5%	5%

POLICE ADMINISTRATIVE CLASSIFICATIONS

Targeted wage increases for Police Administrative Support Series classifications will be effective 7/1/2015

Police Administrative Support Specialist, Trainee

	Entry	6 mo
Current	$15.15	$15.58
Proposed	$15.58	$16.31
Increase	~3%	~4.5%

Police Administrative Support Specialist

	Entry	6 mo	1 yr	2 yr	3 yr	4 yr
Current	$16.73	$19.15	$20.08	$21.49	$23.33	$24.02
Proposed	$19.15	$20.08	$21.49	$23.33	$24.02	$25.97
Increase	14.5%	~4.5%	7%	8.5%	3%	~8%

Police Administrative Support Specialist, Sr.

	Entry	6 mo	1 yr	2 yr	3 yr	4 yr
Current	$21.40	$23.26	$24.56	$25.82	$27.53	$28.36
Proposed	$23.26	$24.56	$25.82	$27.53	$28.36	$29.66
Increase	~8.5%	~5.5%	~5%	~6.5%	3%	~4.5%

Police Desk Clerk

	Entry	6 mos	1 yr	2 yr	3 yr	4 yr
Current	$15.15	$17.06	$18.01	$19.30	$20.65	$21.27
Proposed	$17.06	$18.01	$19.30	$20.65	$21.27	$23.26
Increase	~13%	~6%	~7%	7%	3%	~9%

Police Records Specialist, Trainee

	Entry	6 mo
Current	$15.15	$15.58
Proposed	$15.58	$16.31
Increase	~3%	~4.5%

Police Records Specialist

	Entry	6 mo	1 yr	2 yr	3 yr	4 yr
Current	$16.73	$19.15	$20.08	$21.49	$23.33	$24.02
Proposed	$19.15	$20.08	$21.49	$23.33	$24.02	$25.97
Increase	14.5%	~4.5%	7%	8.5%	3%	~8%

Police Records Training Coordinator

	Entry	6 mo	1 yr	2 yr	3 yr	4 yr
Current	$21.40	$23.26	$24.56	$25.82	$27.53	$28.36
Proposed	$23.26	$24.56	$25.82	$27.53	$28.36	$29.66
Increase	~8.5%	~5.5%	~5%	~6.5%	3%	~4.5%

1. Effective July 1, 2017, the City shall increase the wages for employees in the above classifications by adding an additional step or by increasing existing steps as described above.

2. Effective July 1, 2017, employees who are currently at the top step of the above classifications to which new steps are being added shall be eligible for the additional step increase on their job classification anniversary date.

3. Effective July 1, 2017, employees in classifications for which steps are being increased will receive the new wage rate for the step they currently occupy.

4. For Police Administrative Support series classifications, the effective dates for the wage increases described in paragraph 3 above will be July 1, 2015.

Schedule "A" Wage Scales

Effective July 1, 2017 a 1.65% Across the Board Increase will be given to all classifications not receiving a targeted wage adjustment as described in 'Schedule 'A' Other Wage Increases'.

Job Title	Entry	6 Month	1 Year	2 Year	3 Year	4 Year
Accountant I	24.31	25.67	26.99	28.78	29.65	31.94
Accountant II	27.43	29.81	31.05	32.36	33.51	34.53
Accountant III	30.20	32.81	34.19	35.65	36.88	37.98
Accountant IV	32.47	35.28	36.74	38.33	39.65	40.84
Accounting Technician	17.38	19.90	20.86	22.32	24.23	24.96
Auto Body Restorer	28.64	31.13	32.08			
Automotive Equip Oper II: Sewer Vacuum	23.90	27.10	28.78			
Automotive Equip Oper II: Tractor-Trailr	23.90	27.10	28.78			
Automotive Equipment Oper I	22.50	25.60	27.28			
Building Inspector I	31.16	32.70	34.33	35.95		
Building Inspector II	35.63	37.41	39.22	41.21		
Building Inspector, Sr	39.98	42.00	44.11	46.28		
Building Inspector/Plans Examiner Trnee	16.94	17.78	18.68	19.59		
Bus Driver	23.90	27.10	28.78			
Carpenter	28.37	30.81	31.73			
Carpenter Lead *	29.75	32.34	33.32			
Carpenter, Apprentice	See Note #2					
Claims Technician	22.91	24.90	26.38	27.82	29.47	30.37
Claims Technician, Assistant	17.78	20.42	21.42	22.93	24.91	25.64
Code Specialist I	18.01	19.58	20.84	22.06	23.27	23.97
Code Specialist II	23.64	25.67	27.14	28.51	30.40	31.30
Code Specialist III	25.49	27.70	29.18	30.71	32.45	33.42
Code Specialist, Lead *	25.49	27.70	29.18	30.71	32.45	33.42
Code Specialist, Trainee	17.17					
Combination Inspector	37.99	39.92	41.87	44.02		
Communications Switch Technician	30.87	35.11	37.43			
Concrete Finisher	28.37	30.81	31.73			
Concrete Finisher, Apprentice	24.11	26.07	26.39			
Concrete Finisher, Lead *	29.75	32.34	33.32			
Construction Equipment Operator	23.97	27.28	29.01	30.61		
Crime Prevention Program Administrator	24.45	26.64	28.21	29.63	31.84	32.79
Crime Prevention Rep	22.24	24.19	25.65	26.93	28.92	29.77
Customer Accounts Specialist I	18.65	20.20	22.46	24.08	26.08	26.89
Customer Accounts Specialist II	22.23	24.16	25.52	26.83	28.60	29.46

Job Title	Entry	6 Month	1 Year	2 Year	3 Year	4 Year
Distribution Technician	21.20	24.14	25.98			
Distribution Technician, Lead *	22.26	25.34	27.26			
Electrical Inspector	35.63	37.41	39.22	41.21		
Electrical Inspector, Sr	39.98	42.00	44.11	46.28		
Electrical Inspector, Chief *	48.23					
Electrician	35.97	38.83				
Electrician, Lead *	37.76	40.76				
Electrician, Sr	37.76	40.76				
Electrician, Supervising	39.65	42.80				
Electrician/Instrument Tech, Apprentice	See Note #5					
Electrician/Instrument Technician	36.58	39.48				
Electrician/Instrument Technician, Lead *	38.41	41.45				
Electronic Pre-Press Operator	22.68	24.68	26.32	27.13	28.36	
Electronic Pre-Press Operator, Lead *	26.07	28.36	29.81	31.22	32.65	
Electronics Technician I: Commun	26.37	30.01	32.02			
Electronics Technician I:Traffic Signal	26.37	30.01	32.02			
Electronics Technician II: Commun	30.87	35.11	37.43			
Electronics Technician II:Traffic Signal	30.87	35.11	37.43			
Emerg Commun Support Specialist	17.38	19.90	20.86	22.32	24.23	24.96
Evidence Control Specialist	23.78	27.01	29.08			
Evidence Control Specialist, Lead *	26.87	30.78	32.45	33.39		
Facilities Maint Dispatch/Scheduler	22.77	25.05	26.93	28.95	31.85	35.04
Facilities Maintenance Tech Apprentice	See Note#3					
Facilities Maintenance Technician	30.98	33.46	34.47			
Facilities Maintenance Technician, Lead *	31.24	34.99	36.04			
General Mechanic	25.74	29.29	31.13	32.08		
General Mechanic Lead *	27.02	30.73	32.66	33.64		
Hearings Clerk	24.06	26.05	27.43	28.75	30.71	31.64
Horticulturist	24.23	27.65	29.27			
Horticulturist, Apprentice	21.54	24.46	26.18			
Horticulturist, Lead *	25.43	28.98	30.72			
Housing Inspector	27.11	29.52	30.98	32.57	34.33	
Housing Inspector, Sr	34.65	36.38	38.17	40.10		
Industrial Painter	29.27	31.81	32.78			
Industrial Painter, Lead *	30.73	33.41	34.41			
Information & Referral Specialist	17.38	19.90	20.86	22.32	24.23	24.96
Instrument Technician	35.97	38.83				
Instrument Technician, Lead *	37.76	40.76				
Laboratory Analyst I	23.57	26.97	28.31	29.77		

Job Title	Entry	6 Month	1 Year	2 Year	3 Year	4 Year
Laboratory Analyst II	25.31	28.86	30.29	31.82	33.42	
Laboratory Analytical Specialist	28.76	31.92	33.35	35.70	38.19	
Laboratory Coordinator	29.84	33.13	34.38	36.78	39.39	42.12
Lighting & Signal Inspector	36.35	38.18	40.07	42.07		
Maintenance Worker	15.74					
Office Support Specialist I	15.82	18.02	18.96	20.31	21.96	22.61
Office Support Specialist II	17.38	19.90	20.86	22.32	24.23	24.96
Office Support Specialist III	22.23	24.16	25.52	26.83	28.60	29.46
Office Support Specialist, Lead *	22.23	24.16	25.52	26.83	28.60	29.46
Operating Engineer I	25.38	26.57	27.90			
Operating Engineer II	26.88	29.22	30.85	32.74	34.74	
Operating Engineer III	28.24	30.70	32.39	34.40	36.50	
Painter *	28.37	30.81	31.73			
Painter, Lead	29.75	32.34	33.32			
Parking Code Enforcement Officer	22.73	24.58	26.06	27.42	29.00	29.85
Parking Code Enfrcmnt Ofcr-Abandnd Auto	18.84	20.49	21.83	23.08	24.35	25.08
Parking Collection Technician	15.74	16.42				
Parks Technician	23.47	25.49	26.66			
Parks Technician, Lead *	24.67	26.80	27.97			
Plans Examiner, Commercial	35.50	37.26	39.12	41.10	42.34	43.61
Plans Examiner, Residential	30.66	32.19	33.80	34.81	35.85	
Plans Examiner, Sr	40.49		42.57	44.66	46.00	47.38
Plumber	32.39	35.23	36.26			
Plumbing Inspector	35.63	37.41	39.22	41.21		
Plumbing Inspector, Sr	39.98	42.00	44.11	46.28		
Plumbing Inspector, Chief *	48.23					
Police Administrative Support Spec, Lead *	22.23	24.16	25.52	26.83	28.60	29.46
Police Administrative Support Spec, Sr	23.77	25.10	26.39	28.14	28.98	30.31
Police Administrative Support Specialist	19.57	20.52	21.96	23.84	24.55	26.54
Police Desk Clerk	17.44	18.41	19.72	21.10	21.74	23.77
Police Identification Technician	28.75	31.24	33.27	34.92	36.72	
Police Identification Technician, Lead *	31.26	33.95	36.18	37.96	39.93	
Police Identification Technician, Trnee	20.99	31.24				
Police Impound Technician	22.63	25.74	27.70			
Police Investigative Accountant	41.63	45.22	47.02	48.43		
Police Photographic Reproduction Spec	33.30	36.18	37.96	39.93		
Police Records Specialist	19.57	20.52	21.96	23.84	24.55	26.54
Police Records Specialist, Trainee	15.92	16.67				
Police Records Training Coordinator	23.77	25.10	26.39	28.14	28.98	30.31

Job Title	Entry	6 Month	1 Year	2 Year	3 Year	4 Year
Printing & Distrib Custmr Svc Rep, Lead *	26.07	28.36	29.81	31.22	32.65	
Printing & Distrib Customer Svc Rep	22.68	24.68	26.32	27.13	28.36	
Printing & Distrib Technician, Asst	15.74	16.00	16.29			
Procurement Specialist	26.98	29.33	30.55	31.84	32.97	33.97
Procurement Specialist, Assistant	24.45	25.46	26.53	27.47	28.31	
Procurement Specialist, Sr	31.77	34.56	36.39	38.90	40.29	41.23
Public Works Inspector	31.35	34.11	34.90	35.83		
Public Works Inspector, Sr	34.01	36.95	40.07			
Public Works Inspector, Trainee	16.29	17.69	18.59	19.49		
Records Specialist	22.23	24.16	25.52	26.83	28.60	29.46
Regulatory Program Administrator	33.54	35.87	38.35	40.28	41.49	
Regulatory Program Specialist	23.33	25.34	26.80	28.15	30.01	30.90
Reprographic Operator I	18.72	20.36	21.56	22.79	24.00	
Reprographic Operator II	22.68	24.68	26.32	27.13	28.36	
Reprographic Operator III	26.07	28.36	29.81	31.22	32.65	
Revenue & Tax Specialist I	18.65	20.86	22.32	24.23	24.96	
Revenue & Tax Specialist II	22.32	24.23	25.34	26.80	27.57	
Revenue & Tax Specialist III	23.33	25.34	26.80	28.15	30.01	30.90
Revenue & Tax Specialist IV	25.34	26.80	28.15	30.01	32.01	32.95
Revenue & Tax Specialist, Lead *	26.62	28.13	29.56	31.52	33.59	34.62
Revenue & Tax Specialist V	27.33	28.80	30.30	32.03	34.38	35.41
Service Dispatcher	18.65	20.20	22.46	24.08	26.08	26.89
Service Dispatcher, Lead *	22.23	24.16	25.52	26.83	28.60	29.46
Sign Inspector	32.54	34.17	35.83	37.66		
Site Development Inspector I	30.56	32.09	33.69	35.36		
Site Development Inspector II	34.95	36.70	38.48	40.42		
Site Development Inspector, Sr	39.22	41.20	43.26	45.39		
Storekeeper/Acquisition Specialist I	22.63	25.74	27.70			
Storekeeper/Acquisition Specialist II	23.78	27.01	29.08			
Storekeeper/Acquisition Specialist III	26.87	30.78	32.45	33.39		
Storekeeper/Acquisition Specialist, Lead *	26.87	30.78	32.45	33.39		
Structural Inspector	34.49	36.22	37.97	39.89		
Structural Inspector, Trainee	30.16	31.67	33.25	34.89		
Survey Project Support Tech	29.08	30.24	31.74			
Surveying Aide I	21.46	23.33	25.39	26.88		
Surveying Aide II	25.45	27.66	28.22	29.63		
Surveyor I	29.08	31.60	36.13			
Surveyor II	36.64	38.68	40.64	42.67		
Timekeeping Specialist	18.93	21.67	22.72	24.31	26.40	27.21

Job Title	Entry	6 Month	1 Year	2 Year	3 Year	4 Year
Utility Worker I	22.22	24.16				
Utility Worker II	24.16	25.07	25.98			
Utility Worker II, Apprentice	See Note #1					
Vehicle & Equipment Mechanic	28.64	31.13	32.08			
Vehicle & Equipment Mechanic, Lead *	30.05	32.66	33.64			
Vehicle & Equipment Mechanic, Trainee	19.89	22.34	25.30	28.18		
Water Meter Reader I	19.94	21.69	24.58	25.33		
Water Meter Reader II	24.44	26.55	27.10	27.84	28.66	
Water Meter Technician I	24.16	25.07	25.98			
Water Meter Technician II	24.67	25.98	27.35	28.66		
Water Meter Technician III	29.75	32.34				
Water Operations Mechanic	29.63	32.31	32.80	33.29		
Water Operations Mechanic, Apprentice	See Note #4					
Water Quality Inspector I	26.88	29.22	30.85	32.74	34.74	
Water Quality Inspector II	28.24	30.70	32.39	34.40	36.50	
Water Quality Inspector III	29.63	32.24	34.03	36.11	38.28	
Water Security Specialist	24.16	25.07	25.98			
Water Security Specialist, Lead *	25.37	26.33	27.26			
Water Service Inspector I	24.44	26.55	27.10	27.84	28.66	
Water Service Inspector II	26.41	28.69	29.26	30.06	30.96	
Water Treatment Operator I	25.38	26.57	27.90			
Water Treatment Operator II	28.24	30.70	32.39	34.40	36.50	
Water Treatment Operator, Lead *	29.63	32.24	34.03	36.11	38.28	
Water Utility Worker, Sr	24.54	26.66	27.28			
Watershed Specialist I	21.20	24.14	25.98			
Watershed Specialist II	24.54	26.66	27.28			
Watershed Specialist III	29.26	31.86	32.32	32.81		

* Indicates Premium Pay	
Note # 1: Utility Worker II, Apprentice	
Entry To 5 Months = 70% Of Utility Worker II Rate (Top Step)	18.19
6 Months To 11 Months = 77.5% Of Utility Worker II Rate (Top Step)	20.13
12 Months To 17 Months = 85% Of Utility Worker II Rate (Top Step)	22.08
18 Months To 23 Months = 92.5% Of Utility Worker II Rate (Top Step)	24.03
Advancement to journey rate is upon completion of the program and when approved by the TAC.	
Note # 2: Carpenter, Apprentice	
Entry To 5 Months = 60% Of Carpenter Rate (Top Step)	19.04
6 Months To 11 Months = 65% Of Carpenter Rate (Top Step)	20.62
12 Months To 17 Months = 70% Of Carpenter Rate (Top Step)	22.21
18 Months To 23 Months = 75% Of Carpenter Rate (Top Step)	23.80

24 Months To 29 Months = 80% Of Carpenter Rate (Top Step)	25.38
30 Months To 35 Months = 85% Of Carpenter Rate (Top Step)	26.97
36 Months To 41 Months = 90% Of Carpenter Rate (Top Step)	28.56
42 Months To 47 Months = 95% Of Carpenter Rate (Top Step)	30.14
Note # 3: Facilities Maintenance Tech Apprentice	
Entry To 5 Months = 60% Of Facilities Maintenance Technician Rate (Top Step)	20.68
6 Months To 11 Months = 65% Of Facilities Maintenance Technician Rate (Top Step)	22.41
12 Months To 17 Months = 70% Of Facilities Maintenance Technician Rate (Top Step)	24.13
18 Months To 23 Months = 75% Of Facilities Maintenance Technician Rate (Top Step)	25.85
24 Months To 29 Months = 80% Of Facilities Maintenance Technician Rate (Top Step)	27.58
30 Months To 35 Months = 85% Of Facilities Maintenance Technician Rate (Top Step)	29.30
36 Months To 41 Months = 90% Of Facilities Maintenance Technician Rate (Top Step)	31.02
42 Months To 47 Months = 95% Of Facilities Maintenance Technician Rate (Top Step)	32.75
Advancement to journey rate is upon completion of the program and when approved by the TAC or by a State approved oversight body such as BOLI.	
Note # 4: Water Operations Mechanic, Apprentice	
Entry To 5 Months = 70% Of Water Operations Mechanic Rate (Top Step)	22.96
6 Months To 11 Months = 75% Of Water Operations Mechanic Rate (Top Step)	24.60
12 Months To 17 Months = 80% Of Water Operations Mechanic Rate (Top Step)	26.24
18 Months To 23 Months = 85% Of Water Operations Mechanic Rate (Top Step)	27.88
24 Months To 29 Months = 90% Of Water Operations Mechanic Rate (Top Step)	29.52
30 Months To 35 Months = 95% Of Water Operations Mechanic Rate (Top Step)	31.16
Advancement to journey rate is upon completion of the program and when approved by the TAC.	
Note # 5: Electrician/Instrument Tech, Apprentice	
Entry To 5 Months = 60% Of Electrician/Instrument Technician Rate (Top Step)	23.69
6 Months To 11 Months = 65% Of Electrician/Instrument Technician Rate (Top Step)	25.66
12 Months To 17 Months = 70% Of Electrician/Instrument Technician Rate (Top Step)	27.64
18 Months To 23 Months = 75% Of Electrician/Instrument Technician Rate (Top Step)	29.61
24 Months To 29 Months = 80% Of Electrician/Instrument Technician Rate (Top Step)	31.58
30 Months To 35 Months = 85% Of Electrician/Instrument Technician Rate (Top Step)	33.56
36 Months To 41 Months = 90% Of Electrician/Instrument Technician Rate (Top Step)	35.53
42 Months To 47 Months = Top Step Of Instrument Technician Rate	39.48

Schedule "B": Applicability of Contract to Temporary Employees

With respect to temporary employees in full-time budgeted positions in DCTU-represented classifications without permanent status with the City, who are represented as provided for by Article 1.1.6, Articles of this contract do not specifically apply unless a direct reference to temporary employees is contained therein, with the following exceptions:

Preamble	Applies.
1.	Recognition applies as indicated except:
1.1.1	Probationary period applies to permanently hired only, does not apply to temps.
1.1.4	Emergency Employment Employee and 1.1.5 Seasonal are not covered by the agreement as represented.
1.3	Merger language does not apply.
2.	Union Security applies.
3.	Dues Check-Off applies.
4.	Management Rights clause applies.
5.	Productivity. No change.
6.	Job Security and Outside Contracting applies except for 6.1 (loss of job due to contracting out).
7.	Standard Day Shift Hours applies except for 7.1 and its sub-parts (Workweek / schedules).
8.	Shifts applies except for 8.1 (day shift limitations and shift changes).
9.	Overtime applies except for 9.2/9.2.1 (overtime equalization) and 9.5 as indicated.
10.	Reporting Pay applies.
11.	Working Out of Classification applies.
12.	Seniority does not apply.
13.	Promotion does not apply.
14.	Layoff/Recall does not apply.
15.	Holidays applies.
16.	Vacation applies, except for 16.12 (vacation selection) and 16.13 (vacation cancellation).
17.	Health and Life Insurance applies. Status quo as is currently provided for in the City's benefit plans (for example, concerning temporary job share employees in one-half of a full-time budgeted position).
18.	Sick Leave applies, except that 18.2 (Industrial Accident Leave) is limited to what is allowed at the time of the ratification of the successor to the 1988-92 contract.
19.	Family Leave applies.
20.	Leaves applies, except for:
20.2.1.2	Return up to six months, does not apply.
20.2.2 through 20.2.3	Union Leave does not apply.
21.	Jury Duty applies only as indicated.

22. Safety-Sanitation applies, except for 22.14 (right to non-driving position if driver's license is lost).
23. Union Representation applies.
24. Payday applies.
25. Strikes and Walkouts Barred applies.
26. Maintenance of Standards applies, however, the standards for temporaries may vary from that which applies to employees with permanent status.
27. Wage Scales applies, but some provisions are not relevant.
28. Recoupment of Overpayment/Underpayment applies.
29. Tools applies.
30. Clothing applies, except for 30.2 (safety shoes) as indicated.
31. Unemployment Compensation applies.
32. Training, Schools and Conventions applies.
33. Professional Development Fund does not apply.
34. Evaluations/Counseling does not apply except for 33.1 and 33.2.
35 Discipline and Discharge does not apply except as indicated.
36. Grievance Procedure applies except as limited by the provisions of Article 34.
37. Warrant of Authority. No change resulting from extending representation to temporary employees.
38. Savings Clause. No change resulting from extending representation to temporary employees.
39. Effective Date and Duration. No change resulting from extending representation to temporary employees.

Schedule A. Applies.

LETTER OF UNDERSTANDING
District Council of Trade Unions and the City of Portland

I. PARTIES The parties to this Letter of Agreement are the City of Portland (hereinafter the City), and the District Council of Trade Unions (hereinafter the DCTU).

II. PURPOSE This letter is to set forth the parties' intent as to the application of the provisions of the Labor Agreement, specifically:

Article 1. Recognition
Article 3. Dues Check-off
Article 11. Working Out of Classification
Article 12. Seniority

III. AGREEMENT

1. The parties agree that the following definitions shall apply:

Temporary Upgrade -- Employees temporarily assigned to higher classifications; in some cases non-represented classifications

Temporarily Appointed -- Employees appointed to non-represented classifications by written Personnel Action Notice (PAN).

2. Employees who are temporarily upgraded shall receive compensation in accordance with the Labor Agreement and shall still retain status as a represented employee under the collective bargaining agreement.

3. Employees who are temporarily appointed shall be notified in writing that pursuant to Article 11.2.3.2 that the provisions of the Labor Agreement (with the exception of Article 13.5) shall not apply to them.

4. Employees upon completion of the ninety (90) day period specifically mentioned in Article 13.5 shall no longer be required to pay Union dues and/or Fair Share.

5. After the 90-day period, the DCTU shall not be required to represent employees temporarily appointed to non-represented positions.

6. Employees who are temporarily appointed shall be given by the City a copy of this Letter of Agreement upon appointment and be required to sign a form

acknowledging receipt of this Letter. A copy of that signed acknowledgment and PAN shall be sent to the affected DCTU Union

April 30, 2014 All Bureaus

Letter of Agreement
(Career Development Program)

The parties to this Letter of Agreement are the City of Portland (City) and AFSCME, Local 189; IBEW, Local 48; Machinists and Mechanics, District 24; Operating Engineers, Local 701; Plumbers and Allied Trades, Local 290; Painters and Allied Trades, District Council 5 (Unions).

Background

1. The City and the Unions are parties to a collective bargaining agreement (CBA) for the period July 1, 2013 through June 30, 2017. For purposes of collective bargaining, the Unions are affiliated under the District Council of Trade Unions (DCTU).

2. During 2013 successor contract negotiations, the parties identified a shared interest in increasing the diversity of the City's workforce and increasing opportunities and removing barriers that stand in the way of advancement for traditionally underrepresented groups.

3. During 2013 successor contract negotiations, the parties also identified a shared interest in providing career development opportunities for employees covered by the DCTU CBA.

Agreement

1. Immediately after ratification of the 2013-2017 CBA by all parties, the parties shall establish a Career Development Program Committee made up of equal members of labor and management participants.

2. The Career Development Program Committee shall develop and implement a Career Development Program for employees covered by the DCTU CBA.

3. When the parties implement the Career Development Program, the parties agree to modify the terms of Article 11.2 so that employees who participate in the Career Development Program shall be eligible for working out of classification opportunities.

4. Upon implementation of the Career Development Program, the parties agree to modify Article 11.2 so that employees who participate in the Career Development Program shall be eligible for working out of classification opportunities when no employee is available from the appropriate eligible list. If

no employee is available from the appropriate eligible list and no employee who is participating in the Career Development Program is available, the City shall select from among any qualified, available, and willing employees in the division or bureau as outlined in Article 11.2.2.

Citywide/District Council of Trade Unions
Labor Management Workgroup - Working Out of Classification

The parties to this agreement are the City of Portland (City) and the District Council of Trade Unions (DCTU).

Background

1. The City and the Unions spent an extended period in negotiations over a successor agreement to the 2013-2017 Collective Bargaining Agreement.
2. The City and the Union could reach settlement on all issues except for Working Out of Classification.
3. The City and the Union have a shared interest in ensuring that the Working Out of Classification article can be implemented in such a way that does not create an undue burden on the City.

Agreement

1. The City and the Union shall establish a Labor Management Workgroup on Working Out of Classification.
2. The workgroup shall consist of eight members, four appointed by the DCTU and four appointed by the Director of Human Resources or their designee.
3. The workgroup shall meet monthly and provide a report and/or agreement as to resolve implementation issues on Article 11 - Working Out of Classification by June 30, 2019.
4. The committee shall make decisions by consensus unless an otherwise agreed upon decision making method is chosen.
5. Issues to consider include, but are not limited to:
    a. Training/developmental opportunities for other current City employees not covered under the DCTU Collective Bargaining Agreement
    b. Individuals on appropriate eligible list (11.2.2) or qualified under 11.2.2 being at a reporting location different from where the working out of classification opportunity is.
    c. Eligible employees refusing working out of classification opportunities.
    d. The domino effect of working out of classification opportunities moving a person from one group to another which may create another working out of classification opportunity. This situation breaks apart workgroups and may cause inefficiencies.
    e. Planned versus unplanned (sick/emergency) working out of classification opportunities.
    f. Temporary Appointments versus Working Out of Classification.
    g. Safety issues.

6. The City and Union agree on already established pay practices and agreements for Working Out of Classification.

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Office of the City Auditor and AFSCME Local 189 (Union).

BACKGROUND

Article 7.1.1 of the Labor Agreement provides by mutual agreement for weekly work schedules consisting of four (4) consecutive ten (10) hour workdays, with three (3) consecutive days off.

Article 7.1.2 of the Labor Agreement provides by mutual agreement for biweekly work schedules consisting of four (4) consecutive nine (9) hour workdays, with three (3) consecutive days off and five (5) consecutive workdays consisting of four (4) consecutive nine (9) hour workdays and one (1) eight (8) hour workday with two (2) consecutive days off.

The parties want to allow Bureau employees to work a biweekly work schedule consisting of the work schedule described above except the three days off would not be consecutive.

AGREEMENT

The parties agree to the following:

1. The parties agree that by mutual agreement of the employee and the manager, there may be work schedules as described in Article 7.1.1 and 7.1.2 in which all of the days off are not consecutive.

2. Any work schedule created under No. 1 above must be approved by the Bureau, which has sole discretion to grant such approval. Approval of such a schedule shall not be unreasonably withheld.

3. Either party may terminate a schedule created under No. 1 above at any time for any reason upon thirty (30) days written notice to the other party. The employee will then revert to a shift schedule established by the Bureau under Article 7.1.

4. Either party may terminate this Agreement at any time for any reason upon thirty (30) days written notice to the other party. The employee(s) will then revert to a shift schedule established by the Bureau under Article 7.1.

5. When establishing a new shift as described in No. 1 above, or terminating it as described in No. 3 above, the City will pay overtime only when required under the FLSA and not as provided in the labor agreement between the parties.

The agreement does not set any precedent for any other group of employees within the DCTU bargaining unit working for the City of Portland.

This Letter of Agreement is effective with its signing by both parties.

March 17, 2015 DCTU

Letter of Agreement
SHIFT TRADE GUIDELINES
Emergency Communication Support Specialists

The parties to this Letter of Agreement (LOA) are the City of Portland (City), on behalf of the Bureau of Emergency Communications (BOEC) and the American Federation of State, County and Municipal Employees Local, 189 (Union).

Background

A. The City and the District Council of Trade Unions, of which the Union is a signatory member, are parties to a collective bargaining agreement effective July 1, 2013 to June 30, 2017 (the 2013-2017 CBA).

B. The Union is the sole collective bargaining representative on behalf of employees working at BOEC in the Emergency Communication Support Specialist (ECSS) classification (Job ID 30000835). The ECSS classification is listed in Schedule "A" of the 2013-2017 CBA.

C. Article 12.1.2 of the 2013-2017 CBA allows for shift trades or shift changes between employees upon mutual agreement with the City. Shift trades of less than a FLSA workweek have not been allowed under the CBA.

D. Notwithstanding the provisions of the 2013-2017 CBA, because BOEC is a 24/7 operation, it is in the best interest of both BOEC and employees in the ECSS classification to allow ECSS's to trade work shifts of less than a FLSA workweek or pay period and/or to trade partial work shifts, with approval of their supervisors.

Agreement

1. Shift Trades. Notwithstanding the provisions of the 2013-2017 CBA, individual trades of full or partial shifts may be made between employees in the ECSS classification at BOEC under the provisions of the FLSA.

2. Trades must be approved by a supervisor.

3. The hours worked shall be excluded in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation.

4. Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work schedule for that shift. Notwithstanding the provisions of ORS 653.268, it is agreed that at no time shall any hours worked under a trade agreement be paid at the overtime rate.

5. The City is not required to keep a record of the hours of the substitute work. However, the City may develop and require the use of pay codes to facilitate its Knowledge of when an employee has substituted or is being substituted and when an employee did not report to work for what was an approved substitution shift.

6. Trades are not subject to formal record keeping by the Bureau. Records of trade time worked and owed are the responsibility of the employees involved in the trade. The City is not responsible, nor can it be held liable, for disputes between employees over time owed as a result of trades. The City cannot be held responsible for the balancing of trade accounts.

7. Employees are responsible for ensuring that their assigned shifts are covered.

8. If the employee who has agreed to work for another in trade does not report to work, the employee originally assigned the shift will be credited as if he or she had worked his or her normal work schedule for that shift. The employee who did not report to work as part of an approved substitution agreement shall have the equivalent amount of time removed from his or her vacation leave accruals, and if none, from future vacation leave accruals until the deficit is erased. If the employee who has agreed to work the trade cannot work the trade due to illness, the time will be deducted from her/his vacation leave accruals.

9. Failure to work a trade twice in six months shall result in termination of all trade privileges for the subsequent six months. Failure to fulfill a trade may also result in the termination of trade privileges and/or disciplinary action.

10. Either party may terminate this LOA with 30 days' advanced written notice.

11. The parties agree that Grievance No. 2015-008 filed on behalf of employees in the ECSS classification is hereby withdrawn with prejudice.

12. This LOA is effective upon ratification by City Council.

LETTER OF UNDERSTANDING
IBEW, Local 48 and the City of Portland
Stand-by Pay Provision

Upon signing of this Memorandum of Agreement by all parties below the Bureau of Environmental Services (BES), the International Brotherhood of Electrical Workers (IBEW), Local 48, and Municipal Employees Local 483 agree to the following Stand-by Pay provisions as follows:

1. The current DCTU Labor Agreement has certain provisions for negotiating alternate "stand-by" provisions between the City and the Unions as provided for in Article 10.4 and 10.4.1

   10.4 Before the City requires bargaining unit employees to "stand-by" during their off duty hours, the City and the appropriate Union representative will meet and determine the appropriate compensation.

   10.4.1 If the City has not worked out a "stand-by" agreement with the Union and requests an employee to "stand-by" the employee shall receive two (2) hours pay at the straight time rate for each eight (8) hours of "stand-by" time. For the purposes of this section 10.4.1, "stand-by" shall be defined as a requirement that an employee remain available and fit for callout during non-working time at a designated telephone number and location where such employee can readily be reached during the period of stand-by and can report for work within a period of one-half (1/2) hour, absent unusual circumstances.

2. Upon signing of this Agreement, the Bureau of Environmental Services and the IBEW Local 48 agree to the following alternate "stand-by" agreement:

   If the Bureau requires Local 48 bargaining unit employees to "stand-by" during their off duty hours, the employee shall receive 18 hours pay for 1 week (7 consecutive days) at the straight time rate. Work performed while on "stand-by" will be paid in accordance with Article 10.2 of the DCTU Agreement.

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

   The employee on stand-by must respond to the initial contact within one-half (1/2) hour unless otherwise mutually agreed. If the employee's presence at the worksite is

required, the employee must be able to report for work within a period of one-half (1/2) hour, absent unusual circumstances.

3. Effective January 1, 2015 employees who are assigned standby time under a Letter of Agreement shall be paid at the applicable straight time rate or shall receive compensatory time for all assigned standby time up to a total accrual rate of eighty (80) hours at any given time. Effective January 1, 2015 employees who are assigned standby time under a Letter of Agreement and are called back to work during such assignment shall have the option of pay at the applicable overtime rate or compensatory time computed at the applicable overtime rate up to a total accrual of eighty (80) hours at any one time.

4. Notwithstanding any current or future side letters of agreement, or any practices, if an employee called back to work, either under a stand-by agreement or otherwise, and works less than three (3) hours and is called out again within the three hours, they will not receive a second minimum.

LETTER OF UNDERSTANDING
District Council of Trade Unions (DCTU), and the City of Portland

1. The Letter of Understanding dated August 7, 1972 dealing with 8 hour and 15 minute shifts in the Treatment Branch of the Bureau of Environmental Services is eliminated and is replaced by the following provisions.

2. Six new work units for bidding purposes are created in Operations:
    1. Liquids
    2. Solids
    3. Special Operations (SOG)
    4. Tryon Creek
    5. "B" Shift
    6. "C" Shift

3. There will be an "open" bid no more than once per year in Operations where employees may select assignment to any of the six work units on the basis of their classification seniority (i.e. not limited by the "Rule of Two" provisions in Article 12.2). When transitioning from one shift to another following a bid, employees may not always be scheduled for five (5) consecutive days or two (2) consecutive days off in order to begin their new shift configuration. The City will pay overtime in these situations only when required under the Fair Labor Standards Act (FLSA). The bureau will coordinate the annual open bid with the annual vacation selection bidding.

4. Bids for assignment vacancies throughout the year from one work unit to another are subject to Article 12.2 allowing the City to pick from the two senior qualified employees 25% of the time. The exception to this is for bids to or from "B" or "C" shift. Bids to or from "B" or "C" shift will be by most senior qualified employee at all times.

5. Employees will be allowed adequate time to cleanup on city time. "Adequate time" is related to the need to clean contamination off the employee's person and is determined by the activities performed by the employees during their shift. "Adequate time" shall not normally exceed 15 minutes, and in the case of employees who are not showering, is limited to the time necessary to wash their hands and change out of their uniforms. Specific guideline regarding "adequate time" will be determined through discussions between managers and their work team members.

6. Overtime will be offered in two categories.
    a. Employees who work "Short Notice" overtime (notice of less than 88 hours) will have the option of pay at the applicable overtime rate or taking compensatory

time computed at the applicable overtime rate for the overtime hours worked as provided for under Article 9.2.3 and 9.2.4 if applicable.

b. Employees who work “Advance Notice” overtime (notice of 88 hours or more) will be paid, at the City's discretion, at the applicable overtime rate or with compensatory time computed at the applicable overtime rate for the overtime hours worked, or as provided for under Article 9.2.4.
c. Overtime worked while on “Stand-by” is required overtime and is paid at the employee's option as described in 8a.

7. Management and plant employees, with union participation, will continue to collaborate on alternatives to address assignment of work issues.

8. Classification specific changes:

a. **Waste Water Operators II and Operations Specialists**. Employees in these classifications are subject to the following work changes:
- Scheduled for 8 hours and 15 minutes each day.
- Employees will dress on their own time.
- Lunches will continue “status quo” as follows:
- Personnel must obtain permission from their supervisor or lead worker before leaving their work station or the work site for lunch.
- In certain areas of the plant (e.g. the Screen House), employee lunches may on rare occasions be interrupted (e.g. responding to septage hauler). Those employees must coordinate with their supervisor or lead worker to make up the remainder of their lunch period.
- The lunch period is 30 minutes.
- Employees who leave the plant premises for lunch must change out of their uniforms before leaving the plant and change back into their uniform upon their return, all within the 30 minute lunch period.

b. **Waste Water Mechanics, Painters, Machinists, AEO III’s, E & I Work Group, Stores Personnel.** Employees in these classifications and work groups are subject to the following work changes:
- Scheduled for 8 hours and 30 minutes each day.
- 30 minute unpaid lunch on employee time.
- Employees who are required to wear uniforms will be allowed up to 5 minutes per day at the beginning of the shift to change into their uniform on City time.

9. The City agrees that it will provide eight (8) hours of training per year to employees in the E & I work group to address the mandatory training required to maintain an electrical license.

LETTER OF UNDERSTANDING
Operating Engineers, Local 701 and the City of Portland

LETTER OF UNDERSTANDING

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Office of Management and Finance, Facilities Services Division (Bureau) and Operating Engineers, Local 701 (Union) on behalf of the employees in the Facilities Maintenance Technician classification (Employees).

AGREEMENT

This Letter of Understanding clarifies the stand-by terms and conditions for Employees in the Bureau.

The Parties agree to the following:

1. All Employees are expected to serve on a stand-by duty rotation. Only Employees who live more than one (1) hour from downtown Portland or who have other mitigating circumstances that will not allow them to perform stand-by duties, as determined by management, shall be excluded from stand-by duty rotation.

2. All Employees shall carry and keep in good operating condition required electronic communication devices when assigned to stand-by duty.

3. All Employees are expected to report to work within one (1) hour of call out being originated while on stand-by duty.

4. Management may cancel stand-by duty for the entire work unit by notifying the Union in writing at least fourteen (14) calendar days in advance.

5. All Employees shall receive eighteen (18) hours additional pay at the straight time rate for each calendar week they are assigned to stand-by duty.

6. Effective January 1, 2015 employees who are assigned standby time under a Letter of Agreement shall be paid at the applicable straight time rate or shall receive compensatory time for all assigned standby time up to a total accrual rate of eighty (80) hours at any given time. Effective January 1, 2015 employees who are assigned standby time under a Letter of Agreement and are called back to work during such assignment shall have the option of pay at the applicable overtime rate or compensatory time computed at the applicable overtime rate up to a total accrual of eighty (80) hours at any one time.

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

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Office of Management and Finance and Operating Engineers Local 701 (Union).

BACKGROUND

Article 7.1.2 of the Labor Agreement provides by mutual agreement for biweekly work schedules consisting of four (4) consecutive nine (9) hour workdays, with three (3) consecutive days off and five (5) consecutive workdays consisting of four (4) consecutive nine (9) hour workdays and one (1) eight (8) hour workday with two (2) consecutive days off.

The parties wish to allow Bureau employees to work a biweekly work schedule consisting of the work schedule described above except the third day off might not be consecutive with the other two.

AGREEMENT

The parties agree to the following:

1. The parties agree that by mutual agreement of the employee and the manager, there may be work schedules as described in Article 7.1.2 in which the third day off every other week is not consecutive with the other two days off.

2. Any work schedule created under No. 1 above must be approved by the Bureau, which has sole discretion to grant such approval. Approval of such a schedule shall not be unreasonably withheld.

3. Either party may terminate a schedule created under No. 1 above at any time for any reason upon thirty (30) days written notice to the other party. The employee will then revert to a shift schedule established by the Bureau under Article 7.1.

4. Either party may terminate this Agreement at any time for any reason upon thirty (30) days written notice to the other party. The employee(s) will then revert to a shift schedule established by the Bureau under Article 7.1.

5. When establishing a new shift as described in No. 1 above, or terminating it as described in No. 3 above, the City will pay overtime only when required under the FLSA and not as provided in the labor agreement between the parties.

The agreement does not set any precedent for any other group of employees with in the DCTU bargaining unit working for the City of Portland.

This Letter of Agreement is effective with its signing by both parties.

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Office of Management and Finance-Bureau of Internal Business Services Facilities Services (Bureau) and Operating Engineers Local 701 (Unions) for employees who work in the Facilities Maintenance Technician classification series.

1. The City can require employees to pass a criminal history check and/or background investigation based on business necessity. An employee who is required to undergo a criminal history check and/or background investigation will be informed of the reason it is required.

2. Employees who fail to pass a criminal history check and/or background investigation shall be laid off in accordance with the provisions of Article 14. Management reserves the sole right to assign job duties and to determine if an employee is qualified to perform the job duties.

3. If employees are laid off under the provisions of this Agreement and have no bumping options available under Article 14, they may request the following assistance from their Bureau's Human Resources Business Partner within seven (7) calendar days of receipt of notice that there is no position available to which the employee is qualified to bump and that they will be subjected to layoff.

4. The Bureau of Human Resources (BHR) will provide the following assistance to place the employee in any vacancy for which the employee is qualified:

   a. Assess the employee's qualifications.

   b. Review the employee's résumé and provide feedback. Assist the employee to revise their résumé, if requested.

   c. Provide the employee with information on the recruitment process.

   d. Inform the employee of appropriate vacancies.

   e. Allow the employee to participate in limited recruitments.

   f. Provide the name and qualifications of the employee to hiring managers for consideration when filling vacancies.

   g. Hiring bureaus will be required to interview qualified candidates and give them priority consideration when filling vacancies.

5. BHR assistance, if requested in a timely manner, will be provided until the employee is recalled under the provisions of Article 14 or for a period of six (6) months from the date of the final notice of layoff, whichever occurs first.

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

7. BHR assistance does not guarantee that the employee will be placed in a vacant City position.

Letter of Agreement
(Crime Prevention Program Administrator Alternative and Flexible Schedules)

The parties to this Letter of Agreement are the City of Portland (City), on behalf of the Office of Neighborhood Involvement (Bureau), and AFSCME, Local 189 (Union).

Background

1. The City and the District Council of Trade Unions (DCTU) are parties to a collective bargaining agreement (CBA) for the period July 1, 2013 through June 30, 2016. The Union is an affiliated union of the DCTU.

2. Article 7.1.1 of the CBA provides for, by mutual agreement, weekly work schedules consisting of four (4) ten (10) hour workdays with three (3) consecutive days off, commonly known as 4/10 schedule.

3. The operational needs of the Bureau's Crime Prevention Program require Crime Prevention Program Administrators to work schedules other than 8:00 a.m. to 4:30 p.m. or 8:30 a.m. to 5:00 p.m.

Agreement

1. The parties agree to authorize a 4/10 alternative schedules and flexible schedules.

2. The employees on the list attached shall have 4/10 schedules with the days of work and consecutive days off designated for each employee.

3. The 4/10 schedules shall commence on the first day of the payroll period following the signing of this agreement by all parties.

4. Either party may terminate the 4/10 schedule Agreement at any time and for any reasons upon thirty (30) days written notice to the other party. The employee(s) shall revert to a work schedule established by the Bureau under Article 7.1.

5. When establishing or terminating a 4/10 work schedules, the City will pay overtime only when required under the FLSA and not as provided in the CBA.

6. Notwithstanding the provisions of Articles 7.1, 8.1, 8.2, and 9.2.3, the parties agree that the Bureau shall institute an optional flexible schedule for Crime

Prevention Program Administrators. Employees may choose to work, with the agreement of their supervisor, a flexible schedule. In order to meet the needs of the City or the employee, employees working a flexible schedule may occasionally adjust their hours of work by working fewer hours than scheduled on one day and making up those hours by working an equivalent number of additional hours on another day in the same FLSA work week. Such scheduling adjustments will be by mutual agreement between management and the employee, and regardless of any other provisions of the CBA, will not result in overtime pay.

7. The FLSA work weeks begin on Thursday for employees who work the 4/10 schedule. The FLSA work week begins on Monday for employees who work the flexible schedule.

8. The parties agree to waive the provisions of Article 9.2.3. In lieu of Article 9.2.3, employees shall be allowed to cash out any accrued compensatory only upon separation from City service.

9. This Agreement will be effective upon approval by ordinance by the Portland City Council.

LETTER OF AGREEMENT

The parties to this Agreement are Portland Parks & Recreation (PP&R) and District Council of Trade Unions (DCTU) members AFSCME Local 189. IBEW Local 48 and Painters District Council 5.

BACKGROUND

Article 12.2.3 of the Labor Agreement between the City of Portland and the District Council of Trade Unions states:

> A bureau and the appropriate union my mutually agree to implement an alternative method of filling vacancies identified in 12.2.1 and 12.2.2. The agreement can cover a work unit(s), a classification(s), or an entire bureau. Any such agreement will be made in writing and will be copied to the DCTU and the Human Resources Director prior to implementation.

As a result of discussions during the PP&R Labor Management Committee meetings, the parties agree to the following:

AGREEMENT

1. The parties agree that for the purpose of filling vacancies in classifications represented by the Union under Articles 12.2.1 and 12.2.2, PP&R will be a single work unit. The work "division" as used in these two Articles will be defined as "bureau."

2. If PP&R determines the need to reorganize work and assignments, it will provide written notice to the DCTU a minimum of thirty (30) days in advance of implementation in order to discuss the application of Article 12.

LETTER OF UNDERSTANDING
AFSCME, Local 189 and the City of Portland

Notwithstanding the provisions of Articles 7.1 and 7.4, 8.1 and 8.2, 9.2, 10.2 (call back arrangements), 10.3, 12.2, 12.2.1 and 12.2.2, the parties agree that Crime Prevention Representatives in the Bureau of Police shall continue the practices of flexible work scheduling, comp time accrual and usage, and the filling of vacancies in effect since July 1, 1977. Any changes in these practices shall be negotiated between the Union and the Employer. The needs of the operation may require that hours other than the normal shift of 8:00 a.m. to 4:30 p.m. or 8:30 a.m. to 5:00 p.m. be worked, and that lunch arrangements other than those contained in 9.4 and 8.7 be made. Both parties agree that normally work assignments will be scheduled to provide a regular lunch period.

The applicable overtime rate shall be compensated after eight (8) hours worked in any day or after forty (40) hours worked in any week. If necessary due to grant restrictions, overtime will be accrued and paid as comp time rather than cash payment.

LETTER OF UNDERSTANDING
AFSCME, Local 189 and the City of Portland

In regard to the Records Division, the following procedure will be followed in seniority bidding for shift and days off:

1. At least once a year the Records Division Manager will determine the number of positions by classification available on each shift, including days off.

2. A sign-up will then be initiated, whereby, in seniority order, based on Bureau-wide seniority within classification, personnel will be contacted and allowed to sign up for shift and days off. Once a person has signed up, there will be no changing allowed. Sufficient advanced notice of the sign-up will be given to employees to allow them to determine their preferences.

3. At other times during the year when there is a vacancy due to a resignation, retirement, etc. or when Records Division Command determines that an additional shift/day off can be accommodated, each vacancy will be posted per union contract and the bid for such vacancy will be awarded based on Bureau-wide seniority within the classification. Vacancies will be posted first within the Division of occurrence and then Bureau wide.

LETTER OF UNDERSTANDING
AFSCME, Local 189 and the City of Portland

The parties to this Memo of Understanding are the City of Portland (City) and AFSCME, Local 189 (Union). Notwithstanding any other provision of the Labor Agreement between the City and the Union, the parties agree to establish 4-10 work shifts in the Police Bureau, Records Division, in accordance with Article 7.1.1 of the DCTU Labor Agreement. These positions will consist of four ten hour (4-10) days with three consecutive days off. The shift vacancies will he posted in accordance with Article 12.1 of the Labor Agreement.

In order to implement the 4-10 plan on a permanent basis, the following conditions are mutually agreed upon:

1. Prior to the sign up, the Division will designate the number and distribution of the 4-10 positions.

2. Each 4-10 position will have a predesignated 5-8 position.

3. Upon mutual agreement between the employee and management, a person in a 4-10 position can revert to the inclusive 5-8 position. This does not limit an employee's rights from exercising their seniority pursuant to Article 12.

4. Between sign ups, vacant 4-10 positions may be filled through the formal bidding process.

5. Consistent with Article 8.1, the parties agree to a mutual change in the day shift for 4-10 personnel to a starting time of 0545 hours. The shift premium provisions shall only apply for starting times prior to 0545.

6. If personnel shortages exceed 20% of a relief's or the Division's authorized staffing level, management may revert the 4-10 personnel to their inclusive 5-8 positions. If staffing increases above that minimum and the 4-10 is reinstated, those reverted employees will regain their original 4-10 positions without the formal bidding process.

No waiver of right established by the terms of the DCTU Collective Bargaining Agreement may be construed from this Memo of Understanding, which is entered into pursuant of Article 36 of said contract. This Memo of Understanding supersedes any prior agreement on 4-10 scheduling which the parties may have agreed to for the Police Bureau, Records Division.

LETTER OF UNDERSTANDING
AFSCME, Local 189, and the City of Portland

Police Records Division Bidding Provisions

This Memorandum of Agreement between the City of Portland and AFSCME, Local 189 regards the calculation of "work unit seniority" of employees in the Police Records Division. This Agreement applies only to employees in the Police Records Division. The City of Portland and Local 189 agree that this Agreement does not create or set a precedent.

1. The current District Council of Trade Unions Labor Agreement defines the process by which employee's earn seniority for the purpose of selecting job opportunities, work shifts and vacation periods. The definition of "work unit seniority" for job selection as well as shifts and vacations is as follows:

   12. Seniority: In the matter of selections of jobs or opportunities to work on new jobs, processes or job locations and the selection of work shifts and vacation periods within a given classification, within a bureau, department or division thereof, the City shall prefer those employees who have permanent Civil Service status with the greatest length of service with the City within a given classification subject to the following conditions:

   12.1.5 In calculating an employee's permanent work unit seniority, it shall be the employee's total uninterrupted time in such unit, including the time spent in unsuccessful probation in another unit.

2. The parties agree that the intent of this language is that an employee who goes from one job classification to another job classification (whether or not it is in the same bureau or another) loses all "work unit seniority" for purposes of bidding on job opportunities, shifts and vacation periods in the previous classification.

   Likewise, if an employee transfers from one work unit to another (whether or not it is in the same bureau or another) and remains in the same classification, the employee loses all "work unit seniority" for purposes of bidding on job opportunities, shifts and vacation periods in the work unit.

3. The parties further agree that for the last ten years, employees in the Police Records Division have not lost their “work unit seniority” when they have promoted to other classifications or when they have left the Police Records Division.

In circumstances where an employee has stayed within the Police Records Division, but has promoted to a higher classification, their “work unit seniority” in the lower classification has continued to accrue.

In circumstances where an employee has left the Police Records Division, it has been the practice of the Police Records Division to “bridge” their “work unit seniority” giving employees “credit” for previous time served in the classification.

4. In the interests of continuity, the parties agree to continue the practices described in Section 3 above.

5. Local 189 agrees that it will not file or process grievances alleging violations of Article 12 where the alleged violations are in compliance with Section 3 above.

Letter of Agreement
TIME EXCHANGE GUIDELINES
Police Identification Division

GENERAL

1. The practice of time exchanges (TX's) between permanently appointed Identification Technicians, Police Administrative Support Specialists (PASS) is allowed. Individual requests are subject to approval by the affected shift(s) Tech II or Sergeant.
2. TX's are limited to the same job classification (i.e., Technician, PASS). Lead Technicians are considered within the "Technician" classification.
3. Three-way time exchanges are not approved.
4. No member shall offer, or accept an offer, in which one member agrees to work for cash or other consideration.
5. Members requesting a TX are responsible for facilitating all aspects of the exchange. No other members shall be asked to facilitate the TX.
6. No member shall pressure another member to participate in a time exchange. Each member reserves the right to TX with the person of their choice. Seniority and shift assignment are not factors.
7. Overtime compensation shall not be paid for hours worked over the member's standard number of assigned hours in a given day, or 40 hours in a given week.
8. "5/9"/"5/8" Schedules. The 5/9 member shall take one (1) hour of VA/C/OTC when TXing with a 5/8 member, unless the requested TX is on the 5/9 members short day. Exchanges are "8 hours for 8 hours" or "9 hours for 9 hours".
9. Participants take the risk that a "Payback" does not occur due to Extended SK Leave/Retirement/LOS/etc.
10. Holidays. Only the person "officially" assigned to work the Holiday receives Holiday Compensation. Members will work "Holiday for Holiday". Holiday paybacks are not subject to the "30-day" rule but will occur within a timely manner.
11. No member shall be pressured to work a TX to avoid paying overtime monies.
12. TX members shall work at the location assigned to the regularly scheduled member. Consideration will be given to allow only those members trained at JDH to be assigned there. "Bumping" for assignment location is not allowed.
13. In the event a member is ordered to work over, and the on-duty TX is lowest in seniority, that member shall be ordered.
14. Time Exchanges will be tracked on a designated calendar, used exclusively for that purpose.

15. The option to Time Exchange will be at the discretion of the Division Captain, and may be terminated at any time.

FORM PROCESSING, APPROVAL

16. A fully completed “TX Request Form” shall be submitted to the affected shift(s) Tech II(s) no less than four calendar days prior to the date of the requested time exchange.
17. Paybacks shall occur within thirty (30) days excluding Holiday time exchanges (Refer to #10).

MEMBER OBLIGATIONS

18. Members agreeing to work the shift of other members assume responsibility for reporting for duty for that member. In the event a member fails to show, the member regularly assigned to work the shift will be charged VA/C/CH, unless there is documentation supporting an emergency situation.
19. Members shall have the appropriate number of sick hours on the books to cover a requested TX in the event they become ill, and are unable to fulfill their duties.
20. A member may be authorized to use vacation leave in lieu of a time exchange in the case of an emergency only (Funeral Lv/Written Medical Excuse). All requests will be approved by the Tech II and Sergeant, with notification to the Captain.
21. Members failing to report for duty on an approved time exchange will submit a memo to their assigned Tech II, explaining the circumstances of the “failed time exchange” (to include Sick leave). The Tech II will make any necessary notations and forward the memo to the Captain, through channels, with a copy to the Time Exchange folder. A failed TX could result in suspension from TXing for an indeterminate amount of time at the direction of the Captain.
22. Individuals suspended from TX privileges shall be given written notice of the proposed suspension and the reasons therefore, and shall have up to ten (10) calendar days to respond. In the event the individual is unable to respond during this period because they are unable to obtain necessary documentation from this Agency, this period may be extended. This Agency shall cooperate in providing requested documentation.
23. If the individual has been authorized to TX prior to the date of the suspension notice, such pre-approved TX shall be honored.
24. If a TX is requested subsequent to the suspension notice, and if either the TX or payback will occur during the possible suspension period, the request may either be held in abeyance or denied, subject to approval after a decision is made on the suspension.

25. If a TX is requested subsequent to the suspension notice, and both the TX and payback will occur within the ten (10) day notice period specified above, the TX will be considered like any other request.

26. The City and the Union(s) involved agree that either party may terminate the Time Exchange agreement at any time for any reason upon thirty (30) days written notice to the other party.

PRIMARY TX PERSON

Name (*Print*):

Name (*Signature*):

Contractually Agrees to Work for:
Name (*Print*):

Name (*Signature*):

On:
Date:

Day:

Shift Times:

Assigned Shift Tech II:

Received Date/Time:

Comments/Denials:

PAYBACK TX PERSON

Name (*Print*):

Name (*Signature*):

Name (*Print*):

Name (*Signature*):

Date:

Day:

Shift Times:

Assigned Shift Tech II:

Received
Date/Time:

Comments/Denials:

I have reviewed the Time Exchange Rules and Regulations and agree to comply with them as written.
PRIMARY TX PERSON
Name (*Signature*)
PAYBACK TX PERSON
Name (*Signature*)

c: Shift Sgt. (s), Tech II(s), Primary Member, Payback Member, Timekeeper, TX Folder

MEMORANDUM OF UNDERSTANDING
AFSCME Local 189 and the City of Portland

Portland Police Bureau Non-Sworn Staff Meal – Rest Period Provision

The parties to this agreement are the Portland Police Bureau, the Bureau of Human Resources and AFSCME, Local 189.

The parties agree that notwithstanding the provisions expressed in Article 7.3 of the DCTU Labor Agreement, AFSCME Local 189 members within the Portland Police Bureau may combine their rest periods under the following conditions:

1. Employees working an 8-hour day typically have an 8.5 or 9 hour schedule depending on whether they have a 30 or 60 minute unpaid lunch period.

2. Employees may combine their morning 15 minute rest period with their afternoon 15 minute rest period in order to take a 30 or 60 minute lunch period, and have an 8 or 8.5 hour work schedule in lieu of an 8.5 or 9 hour work schedule. Employees may not leave work before the end of their work shift.

3. This agreement authorizes only the action outlined in Paragraph 2 above. The following are examples only and is not an exhaustive list of actions which are not authorized:

    a. Combine breaks and skip lunch (thereby enabling the employee to leave 30 minutes earlier than would otherwise occur) (8 hour work schedule, paid 8 hours, work 7.5 hours)

    b. Skip breaks and lunches altogether (thereby allowing the employee to leave 60 minutes earlier than would otherwise occur)

    c. “Take” their breaks at the end of the day and go home 30 minutes early

    d. Skip the morning or afternoon break and have one longer break in the other half of the shift

    e. Other

4. To provide consistency among work schedules, this agreement is extended to all Divisions and work units within the Portland Police Bureau, which have AFSCME, Local 189 members working.

5. The Police Bureau shall review the waiver on an annual basis and inform the Director of BHR which Divisions/units are exercising the waiver and the operational rationale they are using to justify the waiver.

6. Any employee who does not wish to exercise the waiver may elect to have a schedule that complies with Article 7.3 of the DCTU Labor Agreement unless, in the opinion of the Chief or Chief's Designee, operational necessity dictates consistent work schedules in that unit. If that occurs, the Union, the Police Bureau and the Bureau of Human Resources shall meet to determine whether or not to terminate the waiver in that Division/Unit. If no agreement is reached, the Division/Unit will revert to work schedules consistent with Article 7.3.

7. The Police Bureau, the Bureau of Human Resources or Local 189 may terminate this alternate work schedule at any time for any reason, with written notice to the other parties of no less than two full pay periods.

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Bureau of Revenue (Bureau), and AFSCME Local 189 (Union).

BACKGROUND

During 2002 and 2003, the City engaged in a classification and compensation study of all of the classifications represented by the Union at the Bureau. The outcome of the study was the creation of the Revenue and Taxation Specialist classification series. Employees were allocated to the new classifications based on an evaluation of their duties. The effective date of these allocations was February 21, 2002. The City Council approved the study by ordinance passed September 10, 2003. The parties bargained over the wages of the new classifications as provided for in Article 27.5.2

Article 12 gives preference in the matter of selections of jobs or opportunities to work on new jobs, processes or job locations and the selection of work shifts and vacation periods within a classification, within a bureau, department or division thereof to the employees with the greatest length of uninterrupted service time in a permanent position with the City within the given classification and unit. This is commonly referred to as work unit seniority.

Article 12 does not provide a method for breaking ties in work unit seniority when two or more employees have the same length of service within a classification and work unit. Therefore to determine greatest work unit seniority, the parties agree as follows:

AGREEMENT

For the selection purposes described in Article 12, where two or more employees have the same classification anniversary date, ties shall be broken and greatest work unit seniority will be determined by:

Greatest length of continuous service with the Bureau of Revenue; if a tie remains, then,
Greatest length of continuous service with the City; if a tie remains, then,
The highest score on the eligible list from which the appointment was made; 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,
The Director of BHR will direct an electronic random assignment of seniority to be conducted.

This constitutes the entirety of the agreement between the parties and does not set a precedent for either party for the resolution of the same or similar issue in the future.

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Bureau of Revenue (Bureau) and AFSCME Local 189 (Union).

BACKGROUND

Article 7.1.1 of the Labor Agreement provides by mutual agreement for weekly work schedules consisting of four (4) consecutive ten (10) hour days, with three (3) consecutive days off.

Article 7.1.2 of the Labor Agreement provides by mutual agreement for biweekly work schedules consisting of four (4) consecutive nine (9) hour workdays, with three (3) consecutive days off and five (5) consecutive workdays consisting of four (4) consecutive nine (9) hour workdays and one (1) eight hour workday with two (2) consecutive days off.

The parties want to allow Bureau employees to work a biweekly work schedule consisting of the work schedule described above except the three days off would not be consecutive.

AGREEMENT

The parties agree to the following:

1. The parties agree that by mutual agreement of the employee and the manager, there may be work schedules as described in Article 7.1.1 and 7.1.2 in which all of the days off are not consecutive.

2. Any work schedule created under No. 1 above must be approved by the Bureau, which has sole discretion to grant such approval. Approval of such a schedule shall not be unreasonably withheld.

3. Either party may terminate a schedule created under No. 1 above at any time for any reason upon thirty (30) days written notice to the other party. The employee will then revert to a shift schedule established by the Bureau under Article 7.1.

4. Either party may terminate this Agreement any time for any reason upon thirty (30) days written notice to the other party. The employee(s) will then revert to a shift schedule established by the bureau under Article 7.1.

5. When establishing a new shift as described in No. 1 above, or terminating it as described in No. 3, the City will pay overtime only when required under the FLSA and not as provided in the labor agreement between the parties.

The Agreement does not set any precedent for any other group of employees within the DCTU bargaining unit working for the City of Portland.

This Letter of Agreement is effective with its signing by both parties.

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Revenue Bureau (Bureau) and AFSCME Local 189 (Union).

1. The City can require employees to pass a criminal history check and/or background investigation based on business necessity. An employee who is required to undergo a criminal history check and/or background investigation will be informed of the reason it is required.

2. Employees who fail to pass a criminal history check and/or background investigation shall be laid off in accordance with the provisions of Article 14. Management reserves the sole right to assign job duties and to determine if an employee is qualified to perform the job duties.

3. If employees are laid off under the provisions of this Agreement and have no bumping options available under Article 14, they may request the following assistance from their Bureau's Human Resources Business Partner within seven (7) calendar days of receipt of notice that there is no position available to which the employee is qualified to bump and that they will be subjected to layoff.

4. The Bureau of Human Resources (BHR) will provide the following assistance to place the employee in any vacancy for which the employee is qualified:

    a. Assess the employee's qualifications.

    b. Review the employee's résumé and provide feedback. Assist the employee to revise their résumé, if requested.

    c. Provide the employee with information on the recruitment process.

    d. Inform the employee of appropriate vacancies.

    e. Allow the employee to participate in limited recruitments.

    f. Provide the name and qualifications of the employee to hiring managers for consideration when filling vacancies.

    g. Hiring bureaus will be required to interview qualified candidates and give them priority consideration when filling vacancies.

5. BHR assistance, if requested in a timely manner, will be provided until the employee is recalled under the provisions of Article 14 or for a period of six (6) months from the date of the final notice of layoff, whichever occurs first.

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

7. BHR assistance does not guarantee that the employee will be placed in a vacant City position.

LETTER OF UNDERSTANDING
IBEW, Local 48 and the City of Portland

It is agreed as of December 15, 1988 between the City of Portland and Local 48 - International Brotherhood of Electrical Workers that when a Communication and Electronic Services Technician in the Bureau of General Services is assigned Stand-by Duty and is requested to carry a paging device when assigned to Stand-by Duty, the Communication and Electronic Services Technician, shall receive 18 hours additional straight time pay for each calendar week assigned to Stand-by Duty. When Call-Outs occur, based on this letter of understanding, Call-Outs will be paid in accordance with current contract language.

Effective January 1, 2015 employees who are assigned standby time under a Letter of Agreement shall be paid at the applicable straight time rate or shall receive compensatory time for all assigned standby time up to a total accrual rate of eighty (80) hours at any given time. Effective January 1, 2015 employees who are assigned standby time under a Letter of Agreement and are called back to work during such assignment shall have the option of pay at the applicable overtime rate or compensatory time computed at the applicable overtime rate up to a total accrual of eighty (80) hours at any one time.

Notwithstanding any current or future side letters of agreement, or any practices, if an employee called back to work, either under a stand-by agreement or otherwise, and works less than three (3) hours and is called out again within the three hours, they will not receive a second minimum.

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

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Bureau of Technology Services (Bureau) and IBEW Local 48 and AFSCME Local 189 (Unions).

1. The City can require employees to pass a criminal history check and/or background investigation based on business necessity. An employee who is required to undergo a criminal history check and/or background investigation will be informed of the reason it is required.

2. Employees who fail to pass a criminal history check and/or background investigation shall be laid off in accordance with the provisions of Article 14. Management reserves the sole right to assign job duties and to determine if an employee is qualified to perform the job duties.

3. If employees are laid off under the provisions of this Agreement and have no bumping options available under Article 14, they may request the following assistance from their Bureau's Human Resources Business Partner within seven (7) calendar days of receipt of notice that there is no position available to which the employee is qualified to bump and that they will be subjected to layoff.

4. The Bureau of Human Resources (BHR) will provide the following assistance to place the employee in any vacancy for which the employee is qualified:

    a. Assess the employee's qualifications.

    b. Review the employee's résumé and provide feedback. Assist the employee to revise their résumé, if requested.

    c. Provide the employee with information on the recruitment process.

    d. Inform the employee of appropriate vacancies.

    e. Allow the employee to participate in limited recruitments.

    f. Provide the name and qualifications of the employee to hiring managers for consideration when filling vacancies.

    g. Hiring bureaus will be required to interview qualified candidates and give them priority consideration when filling vacancies.

5. BHR assistance, if requested in a timely manner, will be provided until the employee is recalled under the provisions of Article 14 or for a period of six (6) months from the date of the final notice of layoff, whichever occurs first.

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

7. BHR assistance does not guarantee that the employee will be placed in a vacant City position.

Altered Bi-Weekly Work Schedule Agreement
Bureau of Technology Services
AFSCME, Local 189; IBEW, Local 48.

Background

1. Article 7.1.2 of the Collective Bargaining Agreement provides for, by mutual agreement, weekly work schedules consisting of four (4) consecutive nine (9) hour workdays with three (3) consecutive days off, and four (4) consecutive nine (9) hour workdays and one (1) eight (8) hour workday with two (2) consecutive days off. This is commonly known as a 9/80 schedule.

Agreement

1. The employees on the list attached shall have 9/80 schedules with the days of work and consecutive days off designated for each employee.

2. These schedules shall commence on the first day of the payroll period following the signing of this agreement by all parties.

3. Either party may terminate a schedule created under at any time and for any reason upon thirty (30) days written notice to the other party. The employee(s) shall revert to a work schedule established by the Bureau under Article 7.1.

4. When establishing or terminating the work schedules described in this agreement, the City will pay overtime only when required under the FLSA and not as provided in the Collective Bargaining Agreement between the parties.

LETTER OF UNDERSTANDING
AFSCME, Local 189, and the City of Portland

The parties agree to the following:

1. The following letters are eliminated and have no further effect:
   - The November 1, 1992 letter on page 110 of the 1992-95 DCTU contract concerning postponed holidays.
   - The November 1, 1992 letter on page 112 of the 1992-95 DCTU contract which documented and clarified certain practices within the Parking Patrol Division (e.g. the four/ten shift, “Leave No Pay”).
   - The July 19, 1994 letter which replaced the November 1, 1992 on page 112 of the 1992-95 DCTU contract.

1. All “travel time” in connection with employee lunches and breaks is eliminated. The union agrees that no grievance will be filed regarding this change.

2. The Parking Patrol Division will consider employee requests to postpone holidays based on staffing levels.

LETTER OF AGREEMENT
(Parking Enforcement Officers - Special Projects Premium}

This Letter of Agreement is executed between the City of Portland (hereinafter "City"), on behalf of the City of Portland Office of Transportation (hereinafter "Transportation"), and AFSCME, Local 189 (hereinafter "Union").

Recitals:

A. The parties hereto are parties to a collective bargaining agreement between the District Council of Trade Unions and the City of Portland effective from July 1, 2006 to June 30, 2010.

B. As part of the Enterprise Business System project, the City has cataloged all bureau time evaluation practices. In the course of this, the City has determined that Transportation pays a Five Percent (5%) premium for actual hours worked on "Special Projects".

C. Historically, assigned "Special Projects" work has included mutual assignment to the following duties: development of the handheld citation writer, training and transition for implementation of the handheld citation writer, participation in the Parking Enforcement Budget Committee, creation and installation of barcodes on signage, compiling statistics from the Service Request program, and compiling statistics for spreadsheets.

D. The parties wish to memorialize their agreement to the premium for "Special Projects."

Agreement:

Therefore, the parties agree as follows:

1. The Parking Enforcement Manager shall be authorized to assign "Special Projects" work similar to that identified in Recital C above, i.e., projects that are outside of the job description of Parking Enforcement Officers but which in the judgment of the manager are related to Parking Enforcement duties, can be done by Parking Enforcement Officers, and which would benefit by being done by Parking Enforcement Officers.

2. Actual hours worked on duties assigned as Special Projects shall be paid at a premium of the employee's base hourly rate plus Five Percent (5%).

3. This agreement shall remain in effect until adoption by the parties of a successor labor agreement to the current governing collective bargaining agreement.

4. This Agreement shall become effective upon adoption by the City Council.

LETTER OF AGREEMENT
Stand-by in Maintenance for Signal Electricians

The parties to this Letter of Agreement are the Portland Bureau of Transportation (Bureau), the City of Portland (City) and IBEW, Local 48 (Union).

Recitals

1. The City and the Union are parties to a Collective Bargaining Agreement (CBA), the term of which is July 1, 2010 to June 30, 2013.

2. On November 24, 1969, the Bureau, City, and Union entered into an Agreement concerning the compensation for Signal Electricians on Stand-by.

3. Over time, the implementation of the Agreement included a practice that was not specifically addressed within the body of the Agreement.

4. This practice included the creation of a compensatory time bank called Electrical Compensatory Time, in which employees could accrue up to 40 hours. These hours were separate and independent of compensatory time as provided in the CBA in Article 9.

The purpose of this Agreement is to memorialize the practice as it has been occurring.

Agreement

1. For the purpose of this Agreement, stand-by shall be defined as a requirement that an employee remain available and fit for duty during non-working time, with City communications device(s) and/or at a phone number left with the bureau.

2. The City will create a compensatory quota bank for the affected employees, which shall be called Electrical Compensatory Time (ECT). This accrual will apply only to those hours accrued on Sundays.

3. The ECT quota bank shall have a maximum of 40 accrued hours at any one time. If an employee surpasses that accrual, any hours in excess of 40 shall be paid out in cash.

4. Electrical Compensatory Time off must be arranged by mutual agreement between the employee and her/his supervisor and will not be unreasonably denied.

5. When employees work Monday through Friday 8:00 a.m. to 4:30 p.m., they will receive a ½ hour for lunch and paid on the regular pay schedule.

6. When employees are on stand-by on Sundays between the hours of 8:00 a.m. and 4:30 p.m., they will receive 8 hours of compensatory time, which will be coded as Electrical Compensatory Time and allocated to that quota bank.

7. When an employee is on stand-by between the hours of 4:30 p.m. and 8:00 a.m., 7 days per week, including Saturdays from 8:00 a.m. to 4:30 p.m., the employee will be paid 20 hours at the straight time rate.

8. When employees are on stand-by on designated holidays between the hours of 8:00 a.m. and 4:30 p.m., they will receive 8 hours of compensatory time, which will be coded as deferred holiday and allocated to that quota bank.

9. While on stand-by, an employee who responds to emergency calls between the hours of 4:30 p.m. and 8:00 a.m., 7 days per week, including designated holidays, will be paid two times their base rate of pay for the first hour of each call. For each call exceeding one (1) hour in duration, time and one-half the base rate will paid for hours worked beyond the first hour.

10. This Agreement supersedes and nullifies the November 24, 1969 Agreement.

This Agreement will be effective upon ratification by City Council.

LETTER OF AGREEMENT

The parties to this agreement are the City of Portland (City) on behalf of the Bureau of Transportation (Bureau) Parking Enforcement Division (Division) and AFSCME Local 189 (Union).

Background

1. The Union is a signatory to the July 1, 2010 – June 30, 2013 labor agreement between the City and the District Council of Trade Unions.
2. The Starlight Parade and Grand Floral Parade are held on two successive Saturdays in June each year.
3. The City closes many streets to parking on the day of each parade thereby reducing the need for the number of Parking Enforcement Officers regularly scheduled on Saturdays.
4. In order to meet this reduced staffing need, Parking Enforcement Officers may elect to take the day off.

Agreement

1. Parking Code Enforcement Officers scheduled start to work between 0800 and 1200 hours on the Saturday during the week of the Starlight and/or Rose Festival parades who elect to take the day off will be permitted to elect one of the following:

    A. With the approval of their supervisor, may change their schedules in the FLSA work week affected by parade events.
    B. Use accrued Vacation Leave, Compensatory Time or a deferred or postponed holiday.
    C. Elect to take the day off without pay.

2. If the Officer elects 1 (A), contractual overtime, other than required by the FLSA, shall be waived.

3. If the Officer elects 1 (C), the Officer will not realize a reduction of benefits or accruals.

4. If second shift officers elect 1(A), and the operational needs require an earlier shift start time, they will receive second shift premium pay.

5. Employees can change shift assignment by seniority as long as the Officer is currently performing that duty or is on the designated relief list for the position opening. Example: Scooter opening - employee requesting shift would need to currently be a Scooter Officer or on the Scooter Relief list.

6. The Division will determine minimum and maximum staffing requirements for each parade day.

7. This Agreement shall be in affect until such time that either party provides written notice to the other party of their wish to terminate this Agreement. Such termination will take effect 30 days after receipt of the written notice.

This agreement is based on the particular circumstances described above and does not constitute a precedent for either party.

This agreement is effective with its signing. Either party may provide notice that it wishes to terminate this Agreement. Such notice will be in writing and will be in effect 30 days after its receipt.

MEMORANDUM of UNDERSTANDING

The parties to this Memorandum are the City of Portland (City), on behalf of the Bureau of Transportation (Bureau) Parking Enforcement Division (Division), and AFSCME Local 189 (Union).

Background

1. The City and the District Council of Trade Unions (DCTU) are parties to a Labor Agreement for the period of July 1, 2010 through June 30, 2013.
2. The Union is a member of the DCTU and a signatory to the labor agreement.
3. The Labor Agreement contains a Letter of Understanding entered into on October 3, 1996 addressing certain working conditions in the Division then called the Parking Patrol Division.
4. Item 5 states: "The Parking Patrol Division will consider the employee requests to postpone holidays based on staffing levels."

The parties understand Item 5 to mean the following:

1. It applies to Parking Code Enforcement Officers whose regularly scheduled day off falls on the day one of the holidays listed in Article 15.1.is observed and, would observe the holiday on either the last scheduled work day before or the first scheduled work day after the holiday as provided in Article 15.1.3.
2. Based on staffing needs, these Officers may volunteer to work on what would otherwise be their observed holiday under Article 15.1.3.
3. Division management will set the number of these Officers needed to work.
4. Officers who volunteer to work on what would be their observed holiday will be paid at their regular rate of pay.
5. The paid holiday hours to which the employee is entitled will be postponed.
6. Postponed holidays will be used in accordance with Article 15.2.
7. Postponed holidays will be accrued in a different account than deferred holidays.

Letter of Agreement

The parties to this Agreement are the City of Portland (City), on behalf of the Bureau of Transportation (Bureau) Parking Enforcement Division (Division), and AFSCME Local 189 (Union).

Background

1. Article 15.1 of the labor agreement between the City and the District Council of Trade Union to which the Union is a signatory recognizes the day after Thanksgiving as a paid holiday.

2. The Division enforces parking meters on the day after Thanksgiving.

3. The Division permits as many Parking Code Enforcement Officers to observe the holiday as business operations permit.

Agreement

1. Division employees represented by the Union who work on the day after Thanksgiving will be paid in accordance with Article 15.2.

2. The Division may change an employee's scheduled working hours, i.e., shift, on the day after Thanksgiving to meet staffing needs. Any such change may be made without regard to the schedule change notification and/or duration requirements in Article 7.1 and the emergency shift change premium in Article 7.4.

3. An employee regularly scheduled to start work between 0930 and 1200 hours on the day of an observed holiday who voluntarily changes her/his regular starting time shall not receive shift premium.

4. For an employee who is regularly scheduled to work on the day a holiday is observed and whose work schedule requires a schedule change, the employee can volunteer to change her/his work starting time by seniority if qualified for the assignment. Example: Scooter opening - employee requesting shift would need to currently be a Scooter Officer or on the Scooter Relief list.

5. If required to change shift assignment, employee on second shift will receive second shift premium regardless of shift starting time. Such required shift assignments will be assigned by least senior qualified employee.

This agreement is based on the particular circumstances described above and does not constitute a precedent for either party.

This Agreement will become effective with its approval by City Council. It will remain in effect until either party provides the other written notification of its desire to end the Agreement 30 days prior to its effect.

Letter of Agreement

The parties to this agreement are the City of Portland (City) on behalf of the Bureau of Transportation (Bureau) Parking Enforcement Division (Division) and AFSCME Local 189 (Union).

Background

1. The Union is a signatory to the July 1, 2010 – June 30, 2013 labor agreement between the City and the District Council of Trade Unions..
2. Article 7.4 of the labor agreement requires the City to pay an employee at the overtime rate if it changes the employee's shift without the notice required in Article 7.1.
3. On occasion, such as the unscheduled absence of a Parking Code Enforcement Officer or an unplanned special enforcement request, the Division may ask a Parking Code Enforcement Officer employee on any shift to report earlier for Division operational needs.

Agreement

1. If there is an operational need as described in No. 3 above, Division management may request a Parking Code Enforcement Officer to start their work day earlier than scheduled. If the Parking Code Enforcement Officer agrees to the request, it will be done without regard to the schedule change notification requirements of Article 7.1 or the emergency work scheduling provisions of Article 7.4.

This agreement is based on the particular circumstances described above and does not constitute a precedent for either party.

This agreement is effective with its signing. Either party may provide notice that it wishes to terminate this Agreement. Such notice will be in writing and will be in effect 30 days after its receipt.

Letter of Agreement

The parties to this agreement are the City of Portland (City) on behalf of the Bureau of Transportation (Bureau) Parking Enforcement Division (Division) and AFSCME Local 189 (Union).

Background

1. The Union is a signatory to the July 1, 2017 – June 30, 2020 labor agreement between the City and the District Council of Trade Unions.
2. Article 8 of this Agreement provides each employee with a fifteen (15) minute rest period during each one-half (1/2) shift. Rest periods are to be scheduled at the middle of each one-half (1/2) shift whenever feasible.
3. Employees of the Parking Enforcement Division have multiple shifts and shift starting times in order to address business needs.
4. On occasion, Parking Code Enforcement Officers with different shifts and/or shift starting times attend the same staff meeting, committee meeting, training, or Field Enforcement Work. The different shift starting times makes it difficult to both conduct the meeting and comply with Article 7.3.

Agreement

1. If there is an operational need as described in No. 4 above, a Parking Code Enforcement Officer, with supervisor approval, may combine one (1) rest break per shift with their lunch period, and take the lunch period outside of the timeframe established for their shift.

This agreement is based on the particular circumstances described above and does not constitute a precedent for either party.

This agreement is effective with its signing. Either party may provide notice that it wishes to terminate this Agreement. Such notice will be in writing and will be in effect 30 days after its receipt.

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Portland Bureau of Transportation (Bureau) and AFSCME Local 189 (Union) in the Parking Code Enforcement Officer classification.

1. The City can require employees to pass a criminal history check and/or background investigation based on business necessity. An employee who is required to undergo a criminal history check and/or background investigation will be informed of the reason it is required.

2. Employees who fail to pass a criminal history check and/or background investigation shall be laid off in accordance with the provisions of Article 14. Management reserves the sole right to assign job duties and to determine if an employee is qualified to perform the job duties.

3. If employees are laid off under the provisions of this Agreement and have no bumping options available under Article 14, they may request the following assistance from their Bureau's Human Resources Business Partner within seven (7) calendar days of receipt of notice that there is no position available to which the employee is qualified to bump and that they will be subjected to layoff.

4. The Bureau of Human Resources (BHR) will provide the following assistance to place the employee in any vacancy for which the employee is qualified:

    a. Assess the employee's qualifications.

    b. Review the employee's résumé and provide feedback. Assist the employee to revise their résumé, if requested.

    c. Provide the employee with information on the recruitment process.

    d. Inform the employee of appropriate vacancies.

    e. Allow the employee to participate in limited recruitments.

    f. Provide the name and qualifications of the employee to hiring managers for consideration when filling vacancies.

    g. Hiring bureaus will be required to interview qualified candidates and give them priority consideration when filling vacancies.

5. BHR assistance, if requested in a timely manner, will be provided until the employee is recalled under the provisions of Article 14 or for a period of six (6) months from the date of the final notice of layoff, whichever occurs first.

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

7. BHR assistance does not guarantee that the employee will be placed in a vacant City position.

LETTER OF UNDERSTANDING
AFSCME, Local 189 and the City of Portland

SUBJECT: Filling of Job Vacancies Within a Classification Within the Water Bureau Business Operations Section

In the filling of vacancies through the bid process, it is not the intent of management or the Union that a major movement of manpower result. Lateral filling of a position can be made by the Bureau at its discretion for training purposes to fill temporary vacancies such as those due to sick leave or vacation.

It is not the intent of lateral training to take the place of posting and filling of permanent positions by qualified Water Bureau Revenue personnel. It is agreed that where the Bureau has a job rotation program, lateral filling of a position can be made by the Bureau at its discretion. In such situations, each person within a class is expected, at any time, to perform another employee's function.

LETTER OF UNDERSTANDING
AFSCME, Local 189 and the City of Portland

The parties agree that a Utility Worker may be assigned to operate the concrete saw.

LETTER OF UNDERSTANDING
AFSCME, Local 189 and the City of Portland

The resolution of the issue of when an employee receives an upgrade to Industrial Painter is dependent upon the skill required for the work being done. If the knowledge and skill of the full semi-journeyman level is required, such as when running a spray gun or sandblaster, or painting a tank, then an upgrade will be paid. When painting rough lumber or cleaning up sand or paint, in general, the upgrade will not be paid.

The operations of the Bureau are far too complex to be able to specifically delineate every instance when an upgrade will be paid and when it will not be paid. The parties agree that the following is a list which ought to cover the bulk of the upgrade situations, although not necessarily all.

All finished painting work will be done by persons being paid at the Industrial Painter classification. In addition, painting on eaves on buildings, painting the interior and exterior of buildings, and when doing other work that substantially requires the same level of skill as Industrial Painter will be paid at the Industrial Painter rate.

It is also appropriate to find work which fits into the normal job descriptions of Utility Worker II's and of Utility Worker I's, for which an upgrade to Industrial Painter will not be paid. This would include applying paint with brushes, rollers, or spray cans on fencing, picnic tables, barricades, hydrants, bonny flanges, and the like. We also anticipate that Utility Worker II's would be used for hand cleaning and scraping at no upgrade, unless the work is being done at a level of skill which would normally require Industrial Painter. Cleaning up after painters, or when assisting the Industrial Painter, and handling materials would also not warrant an upgrade.

LETTER OF UNDERSTANDING
AFSCME, Local 189 and the City of Portland

In order to budget for and carry out Bureau workload most efficiently, management must be able to assign Bureau personnel to both engineering and inspection duties as well as office responsibilities. In order to accomplish this objective the following shall apply:

1. Personnel in the Engineering series (Civil Engineering Associate I - Senior Engineer), Surveyor series (Surveyor, Survey Aide I/II) and the Inspection series (Public Works Inspector I - Public Works Inspector II) may be qualified to perform inspection duties pursuant to Article 4 in both the DCTU and COPPEEA contracts.

2. These Personnel will not be assigned inspection responsibilities until they have been trained by the Bureau on City and State specifications and other requirements.

3. The Bureau will continue to budget Public Works Inspectors to perform inspection duties where an ongoing level of activity and sustained level of funding can be expected.

4. The Bureau will continue to budget Engineers and part-time personnel to perform inspection duties during periods of peak work activity that are not expected to be ongoing or funded on a sustained basis.

5. The Bureau will continue to offer training opportunities, including temporary assignments in inspection, to all Personnel as budget and individual workloads permit.

6. Surveyor, Survey Aide I/II, and Public Works Inspector I/II may be assigned engineering office work as part of their regular job duties. The parties agree to amend the JRJD's for these classes to include assignment to office responsibilities as necessary for training and development purposes.

The parties agree to the foregoing in settlement of any and all disputes over the assignment of Personnel to either field or office engineering responsibilities.

LETTER OF UNDERSTANDING
AFSCME Local 189 and the City of Portland

The parties to this agreement are the City of Portland on behalf of the Bureau of Water Works (the Bureau), and AFSCME Local 189 (the Union). This agreement is entered into under the provisions of Article 12.2.3 of the Labor Agreement between the City of Portland and the District Council of Trade Unions.

Within the Bureau of Water Works seniority for the purpose of bidding for vacant positions in the Customer Accounts Specialist I (CAS I) classification will be determined as follows:

1. Length of continuous service from the date of permanent appointment to the CAS I classification.

2. If there is a tie in seniority as determined above, the tie shall be broken and greatest seniority shall be determined by:

    a. Greatest length of continuous service with the City as a permanent and/or temporary employee; if a tie remains, then,

    b. By random draw.

The provisions of the above apply exclusively for the purpose and classification stated above. If either party wishes to withdraw from this agreement, they may do so by providing 90 days written notice to the other party.

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Bureau of Water Works (Bureau) and AFSCME Local 189 (Union) on behalf of the employees in the Water Security Specialist classification (Employees).

AGREEMENT

This Letter of Agreement authorizes the following alternative work schedules for Water Security Specialists.

1. The alternative schedule described as a bi-weekly rotation including three (3) twelve (12) hour work days, one (1) eight (8) hour work day, three (3) days off, three (3) twelve (12) hour work days, and four (4) days off.

2. For FLSA purposes, the workweek for an employee with the work schedule described in section number one (1) shall begin at the midpoint of the eight (8) hour day.

3. For those employees with the work schedule described in No. 1 above, the provisions of Articles 7.1 and 8.2 in the current Labor Agreement are waived.

4. The alternative schedule described as a workweek consisting of four (4) consecutive ten (10) hour days and three (3) consecutive days off.

5. Either party may terminate this Letter of Agreement at any time for any reason upon thirty (30) days written notice to the other party. The employees will revert to a shift schedule established by the Bureau under Article 7.1.

6. When transitioning to new shifts and schedules following the implementation of this Letter of Agreement or by the termination of the schedule as provided for in No. 5, the City may not be able to schedule all employees for 40 hours in a workweek or two (2) consecutive days off in order to begin the new shift configuration. The City will pay overtime in these situations only when required under the Fair Labor Standards Act (FLSA).

This Letter of Agreement does not affect any other group of employees within the DCTU bargaining unit.

MEMORANDUM OF AGREEMENT

The parties to this Memorandum of Agreement are the City of Portland (City) on behalf of the Bureau of Water Works (Bureau) and AFSCME Local 189 (Union).

BACKGROUND

Bureau of Water Works employees assigned to the Sandy River crew and specified Water Security Specialists are trained in wild land fire fighting, and are required to fight such fires if they break out on Bureau property. The Bureau of Water Works requires these employees to wear footwear meeting National Fire Protection Association specifications while fighting fires. Because of this, the Bureau employees assigned to this function will be provided appropriate footwear for the sole purpose of fighting wild land fires.

AGREEMENT

This footwear will be provided under the following conditions:

- Footwear must meet the current specifications established by the National Fire Protection Association.

- Footwear will be cared for and maintained by the individual employee and stored by each with their fire gear. Such footwear is to be worn when fighting wild land fires on the Bureau of Water Works property or at the discretion of Bureau Management, and is not for personal use.

- Footwear will be replaced for employees only after their footwear have been inspected for wear and replacement authorized by their Supervisor.

- The purchase process and records maintenance will follow established Water Bureau guidelines.

This Memorandum of Agreement will remain in effect unless either party elects to terminate it by giving thirty (30) days written notice to the other party.

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Portland Water Bureau (Bureau) and AFSCME Local 189 (Union).

RECITALS

1. The City and the union, as a member of the District Council of Trade Unions (DCTU), are parties to a Labor Agreement, the term of which is July 1, 2017 to June 2020.

2. Water Bureau Meter Readers are required to work in a variety of conditions and terrain, including open manhole gates. Therefore, they are required to wear footwear that meets ANSO standards, and which provides ankle coverage.

3. Due to the amount of exposure to harsh conditions and terrain, the annual clothing allowance provided in Article 30.2 of the Labor Agreement between the City and the District Council of Trade Unions is not sufficient for these employees to maintain adequate footwear and rain gear.

AGREEMENT

1. Water Meter Reader I and II employees regularly assigned to read meters will be reimbursed, upon proof of purchase, up to $250.00 effective July 1, 2018 for an additional pair of safety shoes on a replacement basis, as needed, no more than twice annually. The affected employees will turn in worn out safety shoes as a condition of reimbursement for replacement

2. This Agreement does not establish any precedent.

3. This Agreement is effective upon approval by City Council.

MEMORANDUM OF UNDERSTANDING

The parties to this Memorandum of Understanding are the City of Portland (City) on behalf of the Water Bureau (Bureau) and AFSCME Local 189 (Union).

Recitals

1. The City and Union are parties to a Collective Bargaining Agreement (CBA), the term of which is July 1, 2010 through June 30, 2013.

2. The CBA Article 8.3 states, "Overtime rates shall apply to work performed by an employee before the regular starting time and after the regular quitting time of the shift on which that employee is regularly employed unless work performed outside the regular work day results from unpaid absence during the regular work day for personal reasons."

3. The City supports the mission of an Oregon non-profit organization called SMART – Start Marking a Reader Today. The mission of SMART is to help kids become confident readers by providing individual volunteer attention. As a part of the City's support, the Bureau wants to provide an opportunity for represented employees to participate in the program during regular work hours without incurring overtime costs.

Agreement

1. The parties agree that Union-represented employees in the Water Bureau may participate in the SMART program, with the prior approval of the employee's manager.

2. The parties agree that employees may only participate in the SMART program on their own time. If an employee takes time off during the employee's regularly scheduled work day, the employee may elect to take an unpaid leave of absence or use accrued vacation or compensatory time.

3. The parties agree that those employees who elect to take an unpaid absence to participate in the SMART program may work before or beyond their normal work shift on the day(s) of participation in the program to make up for the unpaid hours. However, employees who work before or beyond their normal work shift, to make up for unpaid hours taken for the purpose of participating in the SMART program, will not be eligible for overtime.

4. The parties agree that employees may not use a City vehicle to facilitate transportation to and from the SMART program.

5. The parties agree that this Memorandum of Understanding applies only to the AFSCME-represented employees of the Water Bureau.

6. The parties stipulate that the terms of this Memorandum of Understanding shall not establish any precedent whatsoever.

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Water Bureau (Bureau) and AFSCME Local 189 (Union) on behalf of the employees in the Water Treatment Operator classification.

BACKGROUND

1. The City and the District Council of Trade Unions (DCTU) are parties to a collective bargaining agreement (DCTU contract) for the period July 1, 2010 through June 30, 2013. The Union is an affiliated union of the DCTU.

2. The City and Union wish to create an alternative work schedule for Water Treatment Operators that provides 24/7 coverage, offers flexibility, is cost efficient and increases employee satisfaction.

3. The parties agree as follows:

AGREEMENT

1. The Water Treatment Operators will work a schedule in positions delineated as follows:

- Day 1 Shift
- Day 2 Shift
- Night 1 Shift
- Night 2 Shift
- Maintenance Operator 1 Shift
- Maintenance Operator 2 Shift
- Maintenance Relief 1 Shift
- Maintenance Relief 2 Shift
- Lusted Hill Operator
- Lead Operator

2. The Water Treatment Operators will work the following shifts:

    a. The Water Treatment Operators on Day 1 Shift and Night 1 Shift will work a bi-weekly schedule of one (1) six and one half (6.50) hour work day, three (3) days off, two (2) twelve and one quarter (12.25) hour work days, two (2) days off, three (3) twelve and one quarter (12.25) hour work days, two (2) days off, and one (1) twelve and one quarter (12.25) hour work day.

b. The Water Treatment Operators on Day 2 Shift and Night 2 Shift will work a bi-weekly schedule of one (1) day off, three (3) twelve and one quarter (12.25) hour work days, two (2) days off, one (1) twelve and one quarter (12.25) hour work day, one (1) six and one half (6.50) hour work day, three (3) days off, two (2) twelve and one quarter (12.25) hour work days, and one (1) day off.

c. The Water Treatment Operators on Maintenance Operator 1 Shift will work a weekly schedule of one (1) ten (10) hour work day, three (3) days off, and three (3) ten (10) hour work days.

d. The Water Treatment Operators on Maintenance Operator 2 Shift will work a weekly schedule of two (2) ten (10) hour work days, three (3) days off, and two (2) ten (10) hour work days.

e. The Water Treatment Operators on Maintenance Relief 1 Shift will work a weekly schedule of one (1) twelve (12) hour work day, three (3) days off, one (1) ten (10) hour work day, and two (2) nine (9) hour work days.

f. The Water Treatment Operators on Maintenance Relief 2 Shift will work a weekly schedule of four (4) ten (10) hour work days followed by three (3) days off.

g. The Lusted Hill Operator will work a weekly schedule of one (1) ten (10) hour work day, three (3) days off, and three (3) ten (10) hour work days.

h. The Lead Operator will work a bi-weekly schedule of one (1) nine (9) hour work day, one (1) eight (8) hour work day, two (2) days off, four (4) nine (9) hour work days, three (3) days off, and three (3) nine (9) hour work days.

3. Days and shift hours worked for each 80-hour pay period are set out in the attached shift schedule. The standard day shift hours set out in Article 7.1 and the shift starting times set out in Article 8.1 of the DCTU contract do not apply and are expressly waived.

4. Water Treatment Operator Day Shifts 1 & 2 will receive Second/Swing differential pay as set forth in Article 8.2 of the DCTU contract for all hours worked from 4:00 p.m. to 8:00 p.m. during their regularly scheduled shift.

5. Water Treatment Operator Night Shifts 1 & 2 will receive Third/Graveyard differential pay as set forth in Article 8.2 of the DCTU contract for all hours worked during their regularly scheduled shift.

6. Maintenance Relief 1 and Maintenance Operator 1 shifts will receive Relief differential pay as set forth in Article 8.2 of the DCTU contract for all hours worked during their regularly scheduled shift.

7. All Operators working 12.25 hour shifts will have two (2) paid twenty (20) minute lunch periods during their assigned shift and three (3) paid fifteen (15) minute rest periods, one for each segment of four (4) hours or major part thereof worked.

8. All Operators working ten (10) hours shifts will have one (1) paid thirty (30) minute lunch period during their assigned shift and two (2) paid fifteen (15) minute rest periods, one for each segment of four (4) hours or major part thereof worked.

9. All Water Treatment Operators are expected to respond to plant alarms, phone calls, and any other operational needs that may arise during their lunch or rest periods.

10. All Water Treatment Operators are ineligible for unpaid absences during the regular work day for personal reasons. Article 8.3 of the DCTU contract does not apply and is expressly waived.

11. In the event the starting or quitting time of any existing schedule is changed, the Union will be advised. Notice of change in shift starting times or days off will be given prior to the end of the employee's workweek before the workweek in which the change becomes effective and such change will be effective for not less than one week, in accordance with the requirements of the DCTU contract. In the event any employee's workdays are changed so that the employee does not have two consecutive days off between schedules, the first day of the changed weekly schedule shall be paid for at time and one-half, in accordance with the DCTU contract.

12. The City and the Union agree that either party may terminate a schedule created under this Agreement at any time for any reason upon thirty (30) days written notice to the other party. The employee(s) will then revert to a shift schedule established by the bureau under Article 7.1.

13. This Agreement will be effective upon approval by the City Council by Ordinance.

WTO Shift Overlap, Lusted 4-day & Maintenance Relief

	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
					Pay Period Start		
Lusted Hill		10.00 06:00-16:00	10.00 06:00-16:00	10.00 06:00-16:00	10.00 06:00-16:00		
MR 1		10.00 07:45-17:45	9.00 07:45-16:45	9.00 07:45-16:45	12.00 13:45-01:45		
MR 2	10.00 06:00-16:00				10.00 06:00-16:00	10.00 06:00-16:00	10.00 06:00-16:00
Day (1) Day (2)	12.25 07:45-20:00	12.25 07:45-20:00	12.25 07:45-20:00	12.25 07:45-20:00	6.50 07:45-14:15	12.25 07:45-20:00	12.25 07:45-20:00
Night (1) Night (2)	12.25 19:45-08:00	12.25 19:45-08:00	12.25 19:45-08:00	12.25 19:45-08:00	6.50 01:30-08:00	12.25 19:45-08:00	12.25 19:45-08:00
MO 1		10.00 06:30-16:30	10.00 06:30-16:30	10.00 06:30-16:30	10.00 09:45-19:45		
MO 2			10.00 07:00-17:00	10.00 07:00-17:00	10.00 07:00-17:00	10.00 07:00-17:00	
Lead		9.00 06:00-15:00	9.00 06:00-15:00	9.00 06:00-15:00	9.00 06:00-15:00	8.00 06:00-14:00	

	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
Lusted Hill		10.00 06:00-16:00	10.00 06:00-16:00	10.00 06:00-16:00	10.00 06:00-16:00		
MR 1		10.00 07:45-17:45	9.00 07:45-16:45	9.00 07:45-16:45	12.00 13:45-01:45		
MR 2	10.00 06:00-16:00				10.00 06:00-16:00	10.00 06:00-16:00	10.00 06:00-16:00
Day (1) Day (2)	12.25 07:45-20:00	12.25 07:45-20:00	12.25 07:45-20:00	12.25 07:45-20:00	6.50 07:45-14:15	12.25 07:45-20:00	12.25 07:45-20:00
Night (1) Night (2)	12.25 19:45-08:00	12.25 19:45-08:00	12.25 19:45-08:00	12.25 19:45-08:00	6.50 01:30-08:00	12.25 19:45-08:00	12.25 19:45-08:00
MO 1		10.00 06:30-16:30	10.00 06:30-16:30	10.00 06:30-16:30	10.00 09:45-19:45		
MO 2			10.00 07:00-17:00	10.00 07:00-17:00	10.00 07:00-17:00	10.00 07:00-17:00	
Lead		9.00 06:00-15:00	9.00 06:00-15:00	9.00 06:00-15:00	9.00 06:00-15:00		

	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
				Pay Period End			
Lusted Hill		10.00 06:00-16:00	10.00 06:00-16:00	10.00 06:00-16:00	10.00 06:00-16:00		
MR 1		10.00 07:45-17:45	9.00 07:45-16:45	9.00 07:45-16:45	12.00 13:45-01:45		
MR 2	10.00 06:00-16:00				10.00 06:00-16:00	10.00 06:00-16:00	10.00 06:00-16:00
Day (1) Day (2)	12.25 07:45-20:00	12.25 07:45-20:00	12.25 07:45-20:00	12.25 07:45-20:00	6.50 07:45-14:15	12.25 07:45-20:00	12.25 07:45-20:00
Night (1) Night (2)	12.25 19:45-08:00	12.25 19:45-08:00	12.25 19:45-08:00	12.25 19:45-08:00	6.50 01:30-08:00	12.25 19:45-08:00	12.25 19:45-08:00
MO 1		10.00 06:30-16:30	10.00 06:30-16:30	10.00 06:30-16:30	10.00 09:45-19:45		
MO 2			10.00 07:00-17:00	10.00 07:00-17:00	10.00 07:00-17:00	10.00 07:00-17:00	
Lead		9.00 06:00-15:00	9.00 06:00-15:00	9.00 06:00-15:00	9.00 06:00-15:00	8.00 06:00-14:00	

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Water Bureau (Bureau) and Operating Engineers Local 701 (Union) on behalf of the employees in the Operating Engineer classification working at the Water Control Center (WCC) or Groundwater Pump Station during groundwater operations.

BACKGROUND

1. The City and the District Council of Trade Unions (DCTU) are parties to a collective bargaining agreement (DCTU contract) for the period July 1, 2010 through June 30, 2013. The Union is an affiliated union of the DCTU.

2. The City and Union wish to create an alternative work schedule for Operating Engineers working at the WCC or Groundwater Pump Station during groundwater operations that provides 24/7 coverage, offers flexibility, is cost efficient, and increases employee satisfaction.

3. The parties agree as follows:

AGREEMENT

1. The Operating Engineers working at the WCC will work schedules in positions delineated as follows:

   - Day 1 Shift
   - Day 2 Shift
   - Night 1 Shift
   - Night 2 Shift
   - Relief 1 Shift
   - Relief 2 Shift

2. The Operating Engineers working at the WCC will work the following shifts:

   a. The Operating Engineers on Day 1 Shift and Night 1 Shift will work a bi-weekly schedule consisting of three (3) days off, three (3) twelve (12) hour work days, four (4) days off, three (3) twelve (12) hour work days, and one (1) eight (8) hour work day.

   b. The Operating Engineers on Day 2 Shift and Night 2 Shift will work a bi-weekly schedule consisting of three (3) twelve (12) hour work days, three (3) days off, one (1) eight (8) hour work day, three (3) twelve (12) hour work days, and four (4) days off.

   c. The Operating Engineers working Relief 1 Shift will work a bi-weekly schedule consisting of one (1) nine (9) hour work day, one (1) eight (8)

hour work day, two (2) days off, four (4) nine (9) hour work days, three (3) days off, and three (3) nine (9) hour work days.

d. The Operating Engineers working Relief 2 Shift will work a bi-weekly schedule consisting of one (1) nine (9) hour work day, three (3) days off, four (4) nine (9) hour work days, one (1) eight (8) hour work day, two (2) days off, and three (3) nine (9) hour work days.

3. Days and hours worked for each 80-hour pay period are set out in the attached shift schedule. The standard day shift hours set out in Article 7.1 and the shift starting times set out in Article 8.1 of the DCTU contract do not apply and are expressly waived. Technology solutions such as electronic log entries will be employed to provide for transfer of information across shift changes.

4. Operating Engineers working Day 1 Shift and Day 2 Shift will receive Second/Swing differential pay as set forth in Article 8.2 of the DCTU contract for all hours worked from 2:00 p.m. to 6:00 p.m. during their regularly scheduled shift.

5. Operating Engineers working Night 1 Shift and Night 2 Shift will receive Third/Graveyard differential pay as set forth in Article 8.2 of the DCTU contract for all hours worked during their regularly scheduled shift.

6. Operating Engineers working Relief 1 Shift and Relief 2 Shift will receive Relief differential pay as set forth in Article 8.2 of the DCTU contract for the workweek that includes the nine (9) hour work day with a start time of 13:30.

7. There will be no Relief 1 Shift or Relief 2 Shift assigned to provide coverage when holidays are observed on Wednesdays. The pair of Operating Engineers assigned to work those Wednesdays (Day 1 Shift and Night 1 Shift, or Day 2 Shift and Night 2 Shift) will be assigned to cover the entire holiday including the relief shift time slot. These Operating Engineers will receive eight (8) hours of holiday pay, which reflects their regularly assigned hours on Wednesdays. In addition to holiday pay, the Operating Engineers working those Wednesday holidays shall be paid at the premium rate of time and one-half for any hours worked on those days.

8. There will be no Relief 1 Shift or Relief 2 Shift assigned when the Operating Engineers on Day 1 Shift and Night 1 Shift, or Day 2 Shift and Night 2 Shift are assigned to report to the Groundwater Pump Station during groundwater operations. The pair of Operating Engineers assigned to work (Day 1 Shift and Night 1 Shift, or Day 2 Shift and Night 2 Shift) will be assigned to cover the entire relief shift time slot on Wednesdays. These Operating Engineers will receive eight (8) hours of regular pay, which reflects their regularly assigned hours on Wednesdays and shall be paid at the overtime rate for any hours worked outside of or in excess of those regularly assigned hours in accordance with Article 9.1.

9. All Operator Engineers working 12 hour shifts (Day 1 Shift, Night 1 Shift, Day 2 Shift, and Night 2 Shift) will have two (2) paid twenty (20) minute lunch periods during their assigned shift and three paid fifteen (15) minute rest periods, one (1) rest period for each segment of four (4) hours or major part thereof worked.

10. All Operating Engineers working the 9 hour Relief 1 Shift or Relief 2 Shift on Wednesdays will have one (1) paid twenty (20) minute lunch period during their assigned shift and two paid fifteen (15) minute rest periods, one (1) rest period for each segment of four (4) hours or major part thereof worked.

11. All Operating Engineers working shifts at the WCC, or shifts at the Groundwater Pump Station during groundwater operations are expected to respond to plant and control system alarms, phone calls, and any other operational needs that may arise during their lunch or rest periods.

12. All Operating Engineers working shifts at the WCC, or shifts at the Groundwater Pump Station during groundwater operations are ineligible for unpaid absences during the regular work day for personal reasons. Article 8.3 of the DCTU contract does not apply and is expressly waived.

13. In the event the starting or quitting time of any existing schedule is changed, the Union will be advised. Notice of change in shift starting times or days off will be given prior to the end of the employee's workweek before the workweek in which the change becomes effective and such change will be effective for not less than one week, in accordance with the requirements of the DCTU contract. In the event any employee's workdays are changed so that the employee does not have two consecutive days off between schedules, the first day of the changed weekly schedule shall be paid for at time and one-half, in accordance with the DCTU contract.

14. The City and the Union agree that either party may terminate a schedule created under this Agreement at any time for any reason upon thirty (30) days written notice to the other party. The employee(s) will then revert to a shift schedule established by the Bureau under Article 7.1.

15. This Agreement will be effective upon approval by Ordinance by the Portland City Council.

	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
					Pay Period Start		
Day 1 & 2	12:00 06:00-18:00	12:00 06:00-18:00	12:00 06:00-18:00	8:00 06:00-14:00	12:00 06:00-18:00	12:00 06:00-18:00	12:00 06:00-18:00
Night 1 & 2	12:00 18:00-06:00	12:00 18:00-06:00	12:00 18:00-06:00	8:00 22:00-06:00	12:00 18:00-06:00	12:00 18:00-06:00	12:00 18:00-06:00
Relief 1	OFF	9.00 06:45-16:15	9.00 06:45-16:15	9.00 06:45-16:15	9.00 06:45-16:15	8.00 06:45-15:15	OFF
Relief 2	OFF	9.00 06:45-16:15	9.00 06:45-16:15	9.00 13:30-22:30	9.00 06:45-16:15	OFF	OFF
	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
					Pay Day		
Day 1 & 2	12:00 06:00-18:00	12:00 06:00-18:00	12:00 06:00-18:00	8:00 06:00-14:00	12:00 06:00-18:00	12:00 06:00-18:00	12:00 06:00-18:00
Night 1 & 2	12:00 18:00-06:00	12:00 18:00-06:00	12:00 18:00-06:00	8:00 22:00-06:00	12:00 18:00-06:00	12:00 18:00-06:00	12:00 18:00-06:00
Relief 1	OFF	9.00 06:45-16:15	9.00 06:45-16:15	9.00 13:30-22:30	9.00 06:45-16:15	OFF	OFF
Relief 2	OFF	9.00 06:45-16:15	9.00 06:45-16:15	9.00 06:45-16:15	9.00 06:45-16:15	8.00 06:45-15:15	OFF
	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
				Pay Period End			
Day 1 & 2	12:00 06:00-18:00	12:00 06:00-18:00	12:00 06:00-18:00	8:00 06:00-14:00	12:00 06:00-18:00	12:00 06:00-18:00	12:00 06:00-18:00
Night 1 & 2	12:00 18:00-06:00	12:00 18:00-06:00	12:00 18:00-06:00	8:00 22:00-06:00	12:00 18:00-06:00	12:00 18:00-06:00	12:00 18:00-06:00
Relief 1	OFF	9.00 06:45-16:15	9.00 06:45-16:15	9.00 06:45-16:15	9.00 06:45-16:15	8.00 06:45-15:15	OFF
Relief 2	OFF	9.00 06:45-16:15	9.00 06:45-16:15	9.00 13:30-22:30	9.00 06:45-16:15	OFF	OFF

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of Portland Water Bureau (Bureau) and AFSCME, Local 189 (Union) for employees who work in the Maintenance and Construction Group.

Background

1. The City and the District Council of Trade Unions (DCTU) are parties to a Collective Bargaining Agreement (Agreement) for the period July 1, 2010 through June 30, 2013. The Union is an affiliated union of the DCTU.

2. The current DCTU Agreement has certain provisions for negotiating alternate stand-by provisions between the City and the Unions as provided for in Article 10.4.

3. The purpose of this Letter of Agreement is to provide an alternate stand-by agreement for employees represented by the Union who work in the Maintenance and Construction Group.

Agreement

1. The Bureau may require employees in the Maintenance and Construction Group to stand-by during their off duty hours.

2. If the Bureau requires an employee to stand-by during their off-duty hours, the employee shall receive one quarter (0.25) hour of pay at the straight time rate for each hour of stand-by.
3. Effective January 1, 2015 employees who are assigned standby time under a Letter of Agreement shall be paid at the applicable straight time rate or shall receive compensatory time for all assigned standby time up to a total accrual rate of eighty (80) hours at any given time. Effective January 1, 2015 employees who are assigned standby time under a Letter of Agreement and are called back to work during such assignment shall have the option of pay at the applicable overtime rate or compensatory time computed at the applicable overtime rate up to a total accrual of eighty (80) hours at any one time.

4. Work performed while on stand-by will be paid in accordance with Article 10.2 and its subsections of the Agreement.

5. Stand-by shall be defined as a requirement that an employee remain available and fit for callout, and respond for work as required, during non-working time.

Employees are responsible for keeping their assigned telecommunications equipment in operation and for complying with their stand-by work assignment at all times. Failure to comply with the stand-by work assignments may subject employees to appropriate disciplinary actions.

6. The employee on stand-by must respond to the initial contact within one-half (1/2) hour unless otherwise mutually agreed. If the employee's presence at the worksite is required, the employee must be able to report for work within a period of one (1) hour, absent unusual circumstances.

7. If an employee called back to work, either under a stand-by agreement or otherwise, and works less than three (3) hours and is called out again within the three hours, they will not receive a second minimum.

Union Local Addresses & Telephone Numbers

AFSCME, Local 189
6025 East Burnside
Portland, OR 97215
503-412-9343

IBEW, Local 48
15937 NE Airport Way
Portland, OR 97214
503-256-4848

Machinists District Lodge No. 24
25 Cornell Avenue
Gladstone, OR 97027
503-656-1475

Operating Engineers, Local 701
555 E First Street
Gladstone, OR 97027
503-650-7701

Plumbers Local 290
20210 SW Teton Avenue
Tualatin, OR 97062
503-697-5700

Painters and Allied Trades, District Council 5
11105 NE Sandy Blvd., Suite 1
Portland, OR 97220
503-257-6644

A digital copy of this Agreement is available for download at
http://afscme189.com/resources/contracts-2/
or
www.portlandoregon.gov/bhr