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

## JULY 1, 2010 TO JUNE 30, 2013

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

**AFSCME, Local 189**
**Laborers' International Union, Local 483**
**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 2010, 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.

Upon notification to the Union of filing for redress of any item in this Preamble in another recognized legal forum, any grievance filed by that same employee or Union under this Article will be withdrawn.

**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 his or her probationary period at the end of his or her shift on July 7. Notwithstanding the above, the probationary period for Police Records Specialist Trainee and Police Identification Technician Trainee shall be nine (9) months from the date of hire. The probationary period may be extended for a period not to exceed three (3) months by mutual agreement between the City, the Union and the affected employee.

1.1.1.1 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.

1.1.1.2 All employees upon hire will receive an offer letter specifying the official start date and end date of their probation. 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.

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 approximately nine (9) months from date of hire and step pay increases will be computed on the basis of hourly equivalence.

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.

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

Part-time employees will accrue seniority on the basis of actual time worked in their classification and shall not bump permanent full-time employees.

1.1.4 **Emergency Employment Employee.** Any employee employed full-time through an emergency public employment program in a job classification in Schedule A. The tenure for an Emergency Employment employee will be no longer than the period for which their employment is funded. Emergency Employment employees shall have seniority only within their own group during their limited term of employment.

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

The City may employ seasonal employees at any time of the year. However, a seasonal employee may only be employed for up to 860 hours in a calendar year. After working for 860 hours, a seasonal 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 seasonal employees.

Seasonal workers 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.

1.1.6 **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".

1.1.7 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.** A retiree may be hired under the following: work up to 1039 hours in a calendar year. Provisions of HR Administrative Rule 3.06 shall apply. The only Articles in the Collective Bargaining Agreement that shall apply to rehired retirees shall be Article 1: Recognition, Article 2: Union Security, Article 3: Dues Checkoff and Schedule A. Retirees may be used up to 1039 hours per classification, per bureau in a calendar year.

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.

**2. Union Security**

All employees covered by this agreement shall within thirty (30) days of employment either (1) become and remain a member of the Union, or (2) tender to the Union his/her fair share of the cost of negotiating and administering the labor agreement. If the employee is a member of a church or religious body which has bona fide religious tenets or teachings 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.

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

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

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.

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.

**3. Dues Checkoff**

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 in his/her 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.

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.

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

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.

**4. Management Rights**

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.

**5. Productivity**

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.

**6. Job Security and Outside Contracting**

6.1 Any work which is performed by bargaining unit employees shall not be contracted out until the City indicates that the contracting out will result in reduced costs. This does not restrict the City from contracting out work previously contracted.

When contracting of work is being considered, the City shall withhold taking such action to provide the Union a reasonable opportunity for discussion of the matter, including alternate methods of performing the work. The City will provide all available cost comparison data to the Union(s) concerned based on uniform specifications. However, except for union contractors, available cost comparisons must include wage, health, welfare and pension costs comparable to those contained in this Agreement. The foregoing cost comparisons shall not apply to existing contracts and practices including those that may be renewed. In addition to cost, other criteria appropriate for consideration are efficiencies, liability, and risk.

6.1.1. The following work shall be excluded from the requirements of Paragraph 6.1:

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

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

6.1.1.3 **Warranted or Acknowledged Product Defect:** Work provided by the vendor or manufacturer at no additional cost.

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

6.1.1.5 **Emergency:** Work required by circumstances beyond the control of the City for which the City could not pre-plan.

6.1.1.6 **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.

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

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

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

6.1.2 Work under 6.1.1 shall only be excluded from Paragraph 6.1 if the Union is provided notice as follows:

6.1.2.1 **Prior Notice - Statutory Requirement, Capital Improvement Projects, Warranted or Acknowledged Product Defect, and Proprietary:** Notice shall be provided and reasonable opportunity for discussion provided not less than then (10) days beginning the date of receipt of written notice by the Union. Such written notice shall contain the documentation available.

6.1.2.2 **Notice After-The-Fact - Emergency, Urgent, Limited, Peak Load, Extreme Risk:** Notice shall be provided and opportunity for discussion concerning future contracting of the work at least quarterly.

6.1.3 When computation of cost is required, for the purposes of calculating cost comparison data contained in Article 6, Health, Welfare and Pension shall include the following:

1. Medical Program
2. Dental Program
3. Vision Program
4. Life Insurance
5. PERS

The use of the word union refers to AFL-CIO affiliates, Teamsters, or other well recognized international labor organizations.

6.1.4 Emergency public employment program employees as defined in Article 1, Recognition, shall be excluded from the provisions of Article 6, Job Security, Outside Contracting.

6.2 Emergency and Urgent shall not include those day-to-day situations which require immediate action which have been normally performed by bargaining unit employees, unless bargaining unit employees are not available to perform emergency work in an efficient and timely manner.

6.3 The City further agrees that no employee shall lose his/her 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 transfer or attrition. This does not preclude the termination of permanent status employees for just cause, nor the laying off of employees for reasons other than contracting work out.

Functions or positions eliminated by contracting will obligate the City to transfer any affected employees to comparable employment.

6.4 Upon presentation by the Unions of a plan indicating the City could save money or perform a job more efficiently, the City will review work which has been previously contracted out to determine whether such work can be more efficiently performed by

bargaining unit personnel, or whether such work can be performed by bargaining unit personnel for reduced costs.

**7. Standard Day Shift Hours**

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. 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. 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. 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.

7.1.1 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. Overtime will be paid in accordance with Article 9 of this Agreement.

7.1.2 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. Overtime rates will be paid in accordance with Article 9 of this Agreement.

7.1.3 The City and the Union(s) involved agree that either party may terminate a schedule created under 7.1.1 or 7.1.2 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.

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 7.1.2 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.

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

7.3 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.

7.4 **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.

The employee shall maintain his/her right to his/her regular shift and may be transferred to his/her 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 his/her regular schedule.

7.4.1 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.

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.

**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:

**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.

8.2 An employee scheduled on a second, third or relief shift shall receive the following shift differential in addition to his/her 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 | $ .84 |
| Third/Graveyard | $1.16 |
| Relief | $1.16 |

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

8.3 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.

8.4 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.

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

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

8.5.1 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.

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

8.6 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.

8.7 **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.

No employee shall be required to begin his/her 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 his/her 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.

Notwithstanding the above, when disparate 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.

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.

8.8 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.)

8.8.1 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.

## 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 his or her established shift hours.

Notwithstanding the above, the following applies during a FLSA workweek in which an employee uses a full shift of non-protected sick leave, or a full shift of other leaves in lieu of sick leave:

1. If overtime is worked with less than 24 hours notice from the initial notification, overtime will be paid at the regular overtime rate.
2. If overtime is worked with more than 24 hours notice from the initial notification, overtime will be paid as straight time until s/he has worked 40 hours in the FLSA workweek.
3. The employee will be eligible for the overtime rate for all hours worked after s/he has worked 40 hours within the FLSA workweek.

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

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

9.2 **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.

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.

9.2.1 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.

**Remedy.** An employee who believes that s/he has not received a fair share of available overtime offers has an assertive duty to address the matter with his/her 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.

9.2.2 The City will attempt to avoid situations which require an employee to work more than sixteen (16) consecutive hours. The employee will be compensated at the rate of two (2) times his/her established hourly rate for the hours worked in excess of sixteen (16) consecutive hours.

9.2.3 **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.

Compensatory time off will be arranged by mutual agreement between the employee and his/her supervisor. However, the taking of compensatory time off will not be unreasonably denied. Any compensatory time remaining at the end of the fiscal year will be paid in cash or, by mutual agreement, may be carried over into the next fiscal year. The employee has the responsibility to initiate the carry over request.

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

9.2.4 Notwithstanding section 9.2.3, a bureau may implement the following compensatory time accrual system for a bureau, a work unit or a classification within a work unit.

Employees would have the option of:

1. Pay at the applicable overtime rate, or

2. Compensatory time for the actual time worked and pay for one half time. (Example: An employee whose base rate of pay is $10.00 per hour works one hour of overtime and elects to accrue compensatory time off in lieu of payment of overtime. The employee will accrue one hour of compensatory time off and will be paid an additional $5.00 in overtime compensation.)

Employees covered by this option shall be able to accrue compensatory time up to a total of 100 hours at any given time. Any compensatory time remaining at the end of the fiscal year will be carried over into the next fiscal year, or may be paid off by mutual agreement.

Bureaus must elect this option by July 1 of each fiscal year for the entire fiscal year. However, for exceptional reasons, a bureau may select this option later for the balance of the fiscal year.

If an employee covered by this option transfers to a work unit where this option is not in effect or the bureau decides not to renew this option for the next fiscal year, the

employee(s) may retain any accrued compensatory time in excess of 80 hours, until it is used or paid off at the end of the next fiscal year as provided for in section 9.2.3.

9.3 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.

9.4 Any employee who is required to work more than two (2) hours before or beyond his/her 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 the employee works for more than four (4) hours beyond such two (2) hour overtime period, s/he shall receive an additional thirty (30) minute lunch period on the City's time for each additional four (4) hour overtime increment.

9.5 Notwithstanding section 9.2, 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.

9.6 There shall be no pyramiding of overtime rates.

**10. Reporting Pay and Minimum Pay**

10.1. Any employee who is scheduled to report for work on his/her regular schedule, and who presents himself for work as scheduled, but where work is not available, or made available for him/her, 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 an employee shall be inapplicable if an employee fails to report at the scheduled starting time or otherwise is unable to perform his or her normal duties for the full shift.

10.2 Any employee 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 his/her last shift, shall be paid for a minimum of three (3) hours at the rate of one and one-half (1-1/2) times his/her 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, s/he will not receive a second minimum. If an employee is subsequently called back to work after the initial (3) three hours has elapsed, s/he would then be eligible for an additional (3) three hour minimum.

10.2.2 An employee who has been asked to work overtime at the end of his/her 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 his or her 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 two (2) hours pay at the straight time rate for each eight (8) 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, his/her overtime will commence at the time s/he receives 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 Any employee who is required to use his/her personal automobile in the course of his/her employment will be paid mileage reimbursement at the applicable IRS rate.

**11. Working Out of Classification**

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

11.1 Employees may be worked out of classification when:

11.1.1 Temporary vacancies occur in any classification.

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

11.1.3 For legitimate training purposes.

11.2 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 11.1.1, 11.1.2 and 11.1.3:

11.2.1 First choice of such work shall be given to an employee on an appropriate eligible list (provided by the Bureau of Human Resources) who is a permanent employee of the bureau at which the temporary vacancy is being filled, subject to the Letters of Understanding which are attached to this agreement and made a part thereof.

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.

11.2.2 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.

11.2.2.1 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.

11.2.3 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 employee s/he is replacing in that classification. However, employees temporarily appointed to non-represented positions will not administer discipline or have access to personnel files.

11.2.3.1 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.

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

11.3 Except for official apprenticeship or training classifications, when an employee is assigned to a higher classification, the employee's pay rate shall be the step within the higher classification range which represents at least a three percent (3%) increase over the employee's regular rate in his or her 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.

11.3.1 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, he/she will receive the higher rate of pay for all hours worked.

11.3.2 When it is necessary to work employees as provided in 11.1.1 and 11.1.2 in a lower classification, the City shall pay the employee his/her regular rate for his/her permanent classification.

11.3.3 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.

11.4 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 thirty (30) days, unless the Bureau of Human Resources is unable to provide the necessary eligible register.

**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. 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.

12.1 **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:

12.1.1 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 his/her seniority to select one of the existing shifts.

12.1.2 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.

12.1.3 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.

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

12.2 **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.

12.2.1 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.

12.2.2 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 12.2.1 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.

12.2.3 A bureau and the appropriate union may 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 its implementation.

12.2.4 The overtime provisions of this agreement will not apply as a result of employees exercising their seniority rights under 12.2.1 and 12.2.2.

12.2.5 **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.

12.2.6 **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.

12.2.7 **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.

12.2.7.1 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.

12.2.7.2 An injured worker whose condition is medically stationary will be given the opportunity to return to his or her 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.

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

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.

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.

12.2.7.3 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 job may be filled by appointment and is not subject to bidding. During this period, an injured worker who has received a full release will be returned to his or her former job on request. An employee displaced by the return of an injured worker will be entitled to bump pursuant to his/her seniority and classification. After eighteen (18) months, an employee who is absent due to compensable injury shall be entitled to bump the junior employee in his or her classification.

12.3 **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. The applicant may be required to perform other functions which s/he is 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.

12.3.1 **Evaluations.** Any employee who fills a vacancy under the provisions of Article 12.3 and fails 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 his/her former position in the division or bureau if it is vacant. If the employee's former position is not vacant, he/she will be placed in a vacancy in his/her classification elsewhere in the bureau. If there is no vacancy in the

bureau, the employee will be returned to his/her 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.

12.3.2 **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.

12.3.3 **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.

12.3.4 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.

12.4 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.

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

12.6 **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.

12.6.1 **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.

12.6.2 **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.

**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 a final 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.

13.2.1 When two or more such employees are certified, any appointment from the certificate of eligibles shall be made from among these employees.

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 his/her former classification and bureau based on seniority with all the rights and conditions of employment s/he had in his/her former classification.

13.5 Within three (3) months of promotion, any employee may elect to return to his/her 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.

**14. Layoff/Recall**

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

14.1 **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.

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.

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.

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

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

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

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

14.2.4 by random draw.

14.3 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.

14.4 **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:

14.4.1 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:

14.4.2 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:

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

14.4.4 Into the position held by the least senior person within the employee’s current classification within the bureau; if none, then:

14.4.5 Into a vacancy in the employee's current classification City-wide; if none, then:

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

14.4.7 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 14.4.1 through 14.4.6 above; if not, then:

14.4.8 Into previous classifications in inverse chronological order, where the employee held permanent status, in the bumping sequence as defined in 14.4.1 through 14.4.6 above.

14.4.9 A part-time or job share employee shall have bumping rights as described in 14.4 above except that a part-time or job share employee shall not displace a full-time employee.

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

14.5 **Recall**

14.5.1 If an employee has been transferred as a result of a layoff, that employee shall have the right to transfer back to his/her former classification in his/her former bureau or division from which s/he 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.

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

14.5.3 Employees shall be placed on a recall list for the classification from which layoff occurred, for five years, or removal as defined in 14.5.6 below, whichever occurs earlier.

14.5.4 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.

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

14.5.6 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 he or she was laid off.

**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.

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.

15.1.2 **Personal Holidays.** After completion of six (6) months' service, each employee covered by the terms of this agreement shall have three (3) personal holidays per calendar year. The personal holidays shall be arranged upon reasonable notice and by mutual agreement between the employee and his/her supervisor, to be taken only during the calendar year in which it accrues. Failure to reach mutual agreement shall immediately refer the matter to the bureau manager.

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

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 his/her second or more contiguous days off, the first scheduled work day following the holiday shall be considered the holiday and paid as such.

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

15.1.5 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, s/he shall be paid the overtime rate for any holiday s/he is required to work. However, if an employee is regularly scheduled to work on a holiday, s/he will be permitted to defer the holiday with pay until a later date. An employee under this section can accumulate no more than five (5) 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 No employee shall receive holiday pay if the employee is absent on his/her scheduled work day either immediately preceding or immediately following the holiday, unless s/he was on pay status for such day before and day after, or unless s/he has previously applied to his/her supervisor in writing for permission to be so absent. However, in emergency situations where an employee is unable to procure prior approval for such absence s/he may submit a written request for holiday pay, stating the reason for his/her absence to his/her 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, s/he 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 an employee is on sick leave and a holiday is observed, s/he shall be paid for such holiday and it shall not count against his/her accumulated sick leave.

**16. Vacations**

All employees shall receive vacations with pay as follows:

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 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 his/her pay 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 his/her vacation period that was previously scheduled and approved, the amount of vacation worked may be carried over in addition to two (2) years' accumulation.

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, his/her 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 Each employee will be entitled to exercise his/her 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 an employee from taking one or two day vacations upon reasonable notice and by mutual agreement between the employee and his/her immediate supervisor.

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 his/her 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 his/her 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.

## 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 twelve (12) members. One member shall be appointed from each of the following labor organizations: the District Council of Trade Unions (DCTU), the Portland Fire Fighters' Association (PFFA), the City of Portland Professional Employees Association (COPPEA), AFSCME, Local 189 representing Emergency Communications Operators (BOEC), Municipal Employees, Local 483 representing Recreation Employees (Recreation) and the Portland Police Commanding Officers Association (PPCOA). The remaining six (6) members shall be appointed by the City.

17.1.2 A quorum of ten (10) voting members is required for the committee to take action. An absent committee member may designate a substitute with full voting authority. Any committee member may invite one or more visitors to attend committee meetings.

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 ten (10) 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**

17.2.1 **Permanent Full-Time Employees.** Permanent 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. Permanent full-time employees shall cease to be eligible as provided herein for medical, dental, vision and life insurance coverage as of the last day of the month following the date of unpaid leave status or of their separation from active employment.

Medical, dental, vision and life insurance benefits will be paid at 100% of the City contribution for those employees who have a Standard Hours designation of at least seventy-two hours in a pay period in a benefits eligible, budgeted position.

Following an authorized unpaid leave, a permanent full-time employee shall be eligible for medical, dental, vision and life insurance as provided herein on the first calendar day of the month in which said employee returned to active employment.

17.2.2 **Permanent Part-Time Employees.** Permanent part-time employees will be eligible for medical, dental, vision and life insurance coverage the first of the month following the date of hire. Permanent part-time employees shall cease to be eligible as provided herein for medical, dental, vision and life insurance coverage as of the last day of the month following the date of unpaid leave status or their separation from active employment.

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

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

The percentage of benefits shall be based on the employee's Standard Hours designation as of May 1 of each year. Changes to that status will only be made in the event that there is a change in position and/or a change in scheduled hours that will exceed six months.

17.3 **City/Employee Contributions**

17.3.1 Effective July 1, 2010 through June 30, 2013, the City shall contribute ninety-five percent (95.0%) of the combined total medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies) for each of the options (self-insured or Kaiser) provided herein. Each employee shall contribute five percent (5.0%) of the combined total rates adopted by the City Council for the one party, two party or family enrollees (whichever applies). Contributions for part-time employees are governed by Clause 17.2.2. Once plan rates for each benefit year have been adopted by the City Council, the respective City and Employee contribution amounts shall be computed and the DCTU shall be provided written notice of the amounts.

17.3.2 **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 |

17.3.2.1 Employees may elect to receive the cash payment as cash (subject to withholding) or as a pre-tax contribution into a Flexible Spending Account (MERP or DCAP). In addition to the cash payment to the employee, the City shall contribute for each full-time employee who opts out of medical coverage an additional amount to the Health Fund as follows:

| | | |
|---|---|---|
| City Contribution | One Party | $117.26 per payday |

| | |
|---|---|
| Two Party | $93.59 per payday |
| Family | $72.86 per payday |

17.3.2.2 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%).

17.3.2.3 The City shall pro-rate the cash payment and City contribution in 17.3.2 and 17.3.2.1 above for part-time benefits eligible employees based on the standard hours schedule.

17.3.3 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, which include claims, Incurred But Not Reported Claims Reserves, and Large Claim Reserves. The committee shall make recommendations to the City Council on creating other reserves as appropriate.

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, spouse (or domestic partner) and eligible children, or to the surviving spouse (or domestic partner) and eligible children, or to a surviving spouse or domestic partner, the same medical, dental, and vision benefits offered to active employees. The cost of the plans shall be borne by the retiree, surviving spouse, or surviving domestic partner. Such coverage shall be made available through the City until 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 no less than $10,000 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 Health Legislation**

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

17.8 **Disability Insurance**

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

17.9 **Domestic Partners**

For purposes of this agreement, the phrase “domestic partners” shall be as defined by the Labor-Management Benefits Committee.

**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 his/her condition will require more than two (2) days sick leave usage, s/he will inform his/her supervisor of the approximate time of return.

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

Prior to taking any action concerning sick leave abuse, 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.

Any one or a combination of the following criteria may indicate a pattern of sick leave abuse:

1. Under 100 hours balance with more than two years of service.

2. Amount of usage above the City-wide average for the preceding twelve months.

3. When 25% or more of the employee's incidents of usage have been in conjunction with regular days off, vacation days, “prime days” (Friday, Saturday, or Sunday), or some other specific pattern of usage.

Documented usage not to be considered as sick leave abuse include:

1. Long term non-occupational illnesses.

2. Non-service connected injuries.

3. Chronic conditions which are not service connected or occupational, but render an employee temporarily unable to perform their duties.

Any employee who is considered, by documented usage patterns, to be misusing sick leave may be subject to discipline including, but not limited to, furnishing a doctor's certificate for each day of illness.

It is further provided that disciplinary action for sick leave abuse may include placing an employee on sick leave probation for a period of six (6) months. An employee on sick leave probation will not be compensated for the first (1st) work day lost for each occurrence of sick time absence. Sick leave probation shall be reviewed after six (6) months. If an employee documents each sick leave absence at the time of occurrence

during his/her sick leave probation with doctor's certificates, or is not absent, then such restriction shall be removed.

18.1.1 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.

18.2 **Industrial Accident Leave**

18.2.1 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 s/he 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 s/he would have received while working their regular hours. Supplemental pay will be determined in the following manner:

1. 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.

2. 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.

3. 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.

4. 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.

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

Gross Supplemental Pay =

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

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.

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.

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.

18.2.2 On an employee's date of hire, s/he 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 18.2.1 above.

18.2.3 Payments made by the City under subsections 18.2.1 and 18.2.2 shall not be charged to accrued sick leave.

18.2.4 If an employee exhausts all benefits in 18.2.1 and 18.2.2 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 his/her industrial accident leave, providing s/he 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.

18.3 **Sick Leave Utilization Upon Retirement**

18.3.1 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.

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

## 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 the Federal Family and Medical Leave Act and the Oregon Family Leave statutes identified above, eligible employees shall be required to use accrued or accumulated paid leaves, including vacation and, when applicable, sick leave, prior to a period of unpaid leave of absence. The use of sick leave shall be governed by Article 18 except as indicated below in this article.

19.3.1 Notwithstanding the provisions of Article 19.3 above, an employee may hold back all compensatory time and whatever vacation is necessary to accumulate a total of 80 hours of combined compensatory and vacation time for use upon return from Family Leave.

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 **Parental Leave.** In cases where an employee is eligible for Oregon Family Leave and has been granted leave to care for an infant or newly adopted child under 18 years of age, or for a newly placed foster child under 18 years of age, or for an adopted or foster child older than 18 years of age if the child is incapable of self-care because of a mental or physical disability ("parental leave"):

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

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

19.5 The parties have further agreed that an employee who is granted family leave under the above laws shall be entitled to utilize accrued compensatory time for that leave. An employee must exhaust all sick and unreserved vacation leave and unreserved accrued compensatory time before taking unpaid leave.

**20. Leaves of Absence**

20.1 **Funeral and Bereavement Leave**

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

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

20.1.4 When an employee attends a funeral ceremony for a fellow employee within his/her own bureau, s/he 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.

20.2.1.2 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.

If, however, an employee covered by this Agreement is elected or appointed to an office in the Union of which s/he is a represented member which requires a long term leave of absence from his/her duties with the City to represent City of Portland Union members, s/he shall, upon fifteen (15) calendar days' written notice, be granted a union leave of absence without pay. The duration of the union leave shall be based on the time an employee is elected or appointed to represent City of Portland union members. An employee on union leave that no longer fills the position to which s/he was elected or appointed, has thirty (30) calendar days in which to notify the City in writing of his/her desire to return to active City employment and must accept the first available opening offered that s/he is physically and technically capable of performing within his/her City classification, or the leave is automatically terminated.

The return to active City employment shall be effected by the employee requesting to have his/her name placed on the appropriate laid-off list. Any employee placed on the 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 s/he is physically and technically qualified to perform the work of that classification in which s/he holds status.

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.

20.2.3 **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.

20.2.4 **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.

20.2.5 **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.

**21. Jury Duty and Witness Pay**

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

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

21.2 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, s/he may retain the fee paid for service as a juror or witness on his/her day off or vacation day.

21.3 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.

21.4 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.

21.5 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 him/her to do so. For the purpose of this Article, the employee shall be considered as working the normal day shift.

21.6 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.

**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 foreman or supervisor in a maintenance or construction operation shall hold a safety meeting with his/her crew. The foreman or supervisor will report on the action or disposition of any recommendations or complaints of the safety committee that would have an effect on his/her crew.

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.

22.4.1 Whenever any automotive or construction equipment is taken out of service for safety or mechanical reasons, the City shall place a tag on the equipment stating the equipment is out of service. A record of service will be maintained and be available for review by the operator of such equipment.

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 his/her 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 s/he 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 his/her driving privileges must report their driving status to his/her 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 his/her 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 he/she is engaged in active and affirmative efforts to manage his/her 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 his/her 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 his/her next certification cycle without lapse or loss, or with a lapse or loss of not more than thirty (30) days, his/her 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, he/she 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 he/she is engaged in active and affirmative efforts to manage his/her 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 his/her 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 he/she is engaged in active and affirmative efforts to manage his/her CDL medical certification-impacting medical condition, or has a second lapse or loss of more than thirty (30) days within four (4) years, he/she 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.

**23. Union Representation**

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

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

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

The 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.

23.3 **Consultation, Negotiations and Meetings.** Consultation, negotiations and meetings with the City representative will be carried out at times mutually acceptable, and each party shall in good faith endeavor to perform such activities at a time which will not unreasonably inconvenience the other nor detract from the City's work operations. When such activities need to be carried on during working hours of the participants,

such scheduled participants shall suffer no loss of pay for time actually spent in the activity nor for reasonable travel time to and from the activity. Such activities will include portions of Civil Service meetings to the extent that employees attend to provide testimony on agenda items directly impacting their individual employment status and make prior arrangements with their supervisor for such attendance. Where such issues impact more than one employee, no more than one employee spokesperson may attend on City time.

23.3.1 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.

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

23.4.1 There shall be one official personnel file maintained by the Bureau of Human Resources. Upon signing this agreement, all future disciplinary actions will be maintained in the official personnel file. Any employee shall be allowed to examine his/her personnel file upon request. An employee will be made aware of any information placed in his/her personnel file. Nothing herein shall preclude bureaus from maintaining unofficial personnel files.

23.4.2 All written working rules or regulations affecting the working conditions of any employee covered by this agreement shall be made available upon request to the Unions. The Union and the City shall meet immediately on any rule or regulation which tends to be in conflict with this agreement. It shall also be the responsibility of the City to inform employees of all rules and regulations which affect him/her as an employee.

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

23.6 **New Employee Orientation.** A steward and newly hired employee each shall be granted thirty (30) minutes of City-paid Union leave, during the new employee's first thirty (30) days of employment to discuss new member orientation and union issues. The Union Representative shall have access to the worksite to attend as well. If at any time during the term of this contract, the City should hold an orientation for new employees, the affiliated union representative(s) may be invited to attend and given an opportunity to address new employees.

23.7 **Union Bulletin Boards**

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

23.7.2 Such notices shall be signed and in good taste and shall not reflect on the integrity or motives of any individuals, City Bureaus or activities.

23.7.3 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.

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

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

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

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

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.

**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.

**27. Wage Scales**

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

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

27.2 **City Initiated Classification Changes.** Before requesting the reclassification of any position, proposing a new classification, or abolishing any 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 five (5) working days, to resolve the matter by mutual agreement prior to resorting to the procedures of ORS 243.650 to ORS 243.782.

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. The above does not preclude the Unions from monitoring the City's classification plan.

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 shall include their proposed wage for the classification and a brief description of the reasoning supporting the wage rate. The City can establish an interim rate during bargaining.

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.

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.

27.6.1 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.

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

**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, the City shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:

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

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

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

28.1.1.4 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 check.

28.1.2 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.

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

28.2 **Underpayments**

28.2.1 In the event the employee does not receive the wages or benefits to which the record/documentation has for all times indicated the employer agreed the employee

was entitled, the City shall notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or benefits to be repaid. The City shall correct any such underpayment made within a maximum period of two years before the notification.

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.

**29. Tools**

29.1 The City shall furnish replacements of tools stolen, lost or broken on the job to any employee who is required to furnish tools to carry on his/her trade for the City in accordance with present practices, except where lost or broken tools are the result of negligence on the part of the employee.

29.2 Each permanent full-time employee who is a non-probationary incumbent in the classifications listed below and who is represented by IAM District Lodge 24 shall be eligible for a tool reimbursement allowance of up to $500 per year for tools that the employee normally uses in his/her regular duties with the City:

Auto Body Restorer (JCN1516)
Motorcycle Mechanic (JCN 1530)
Vehicle and Equipment Mechanic Trainee (JCN 1531)
Vehicle and Equipment Mechanic (JCN 1532)
Vehicle and Equipment Mechanic, Lead (JCN 1533)

Request for reimbursement under this provision shall be made in accordance with Clause 30.2 of this *Agreement*. However, in no event shall a request for reimbursement be made from April 1 to the end of the fiscal year.

29.3 **Tool Inventory.** Employees are responsible for providing and maintaining a basic set of mechanic hand tools. A basic tool inventory list will be provided by the City and reviewed annually with each employee.

Employees are also responsible for providing the City with a current written inventory and digital photographs of all tools brought to the work site. The City will provide the digital camera for this purpose.

Employee-owned tools must be clearly marked with the employee's identifying information. Employee-owned tools must be properly secured when not in use.

**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 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 reimbursed, upon proof of purchase, up to $135.00 annually for the purchase of prescription safety glasses, safety shoes, rain gear, insulated clothing that shall be worn on the job, or tools for any employee who is required to furnish tools to carry on his/her 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. A temporary employee, as defined in Article 1, shall be reimbursed for safety shoes under this Article after 6 continuous months of employment in a full-time budgeted position.

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.

30.2.1 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 30.2 above.

**31. Unemployment Compensation**

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

**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.

**33. Evaluations/Counseling**

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.

33.1 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.

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

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

**34. Discipline and Discharge**

34.1 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.

34.1.1 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.

34.1.2 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.

34.2 **Discharge, Demotion and Suspension.** The City shall not discharge, demote or suspend any employee without just cause who has completed his/her 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.

34.3 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.

34.4 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.

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

34.6 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.

## 35. Grievances, Complaints and Arbitration

35.1 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.

35.2 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.

35.3 **Procedure**

35.3.1 **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.

35.3.2 **Informal Level.** Before initiating a formal written grievance at Level One, the employee shall attempt to resolve the matter by informal conference with his or her 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.

35.3.3 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.

35.3.4 **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 on the appropriate form 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 his or her decision, along with the reasons therefore, to the employee and the Union in writing within twenty-one (21) calendar days after having received a timely appeal to Level One.

35.3.5 **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).

d. A grievance involving a suspension, demotion or discharge shall be filed directly to Level Two no later than fourteen (14) 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 his/her designee within twenty-one (21) calendar days after filing, unless extended by mutual written consent. The Director of the Bureau of Human Resources or his/her designee shall respond to the grievance within thirty (30) calendar days after the grievance has been filed at Level Two.

h. Upon the timely filing of written grievance as specified herein, the Union shall have 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.

35.3.6 **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.

35.3.7 **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.

**CITY OF PORTLAND / DCTU OFFICIAL GRIEVANCE FORM**

Date Filed: _____

Bureau/Department: _____

Employee Name: _____

Employee Title: _____

Employee Work Phone: _____

Employee Home Phone: _____

Supervisor: _____

Supervisor Title: _____

Statement of the Grievance:

A.) Contract provision violated: _____

_____

_____

_____

_____

B.) Manner in which the contract provision is claimed to have been violated?

_____

_____

_____

_____

C.) Pertinent information:

Who was involved? _____

_____

_____

When did it occur? _____

_____

_____

_____

Where did it occur? _____

_____

_____

D.) Remedy sought? _____

_____

_____

E.) Additional information. _____

_____

_____

Employee Signature: _____

Union Signature: _____

**36. Warrant of Authority**

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.

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.

36.1 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.

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.

**37. Savings Clause**

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.

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.

**38.** **Effective Date and Duration of Agreement.** This Agreement, effective July 1, 2010 shall remain in full force and effect until June 30, 2013.

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:**

Sam Adams, Mayor

LaVonne Griffin-Valade, City Auditor

**Approved as to Form**

City Attorney

**For the DCTU:**

Rob Wheaton, AFSCME, Local 189

Richard Beetle, LIUNA, Local 483

Clif Davis, IBEW, Local 48

Scott Lucy, IAM Lodge 24/63

Mark Holliday, IUOE, Local 701

John Endicott, UA, Local 290

Bud Bartunek, IUPAT District Council 5

## SCHEDULE "A"

### Effective November 3, 2010 to June 30, 2011

**YEAR ONE - Effective July 1, 2010,** Schedule "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 2010 to June 30, 2011 will remain unchanged from those for the period July 1, 2009 to June 30, 2010.

**YEAR TWO - Effective July 1, 2011,** Schedule "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 2011 to June 30, 2012 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index between the 2nd Half 2009 and the 2nd Half 2010) for the 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, 2012,** Schedule "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 2012 to June 30, 2013 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index between the 2nd Half 2010 and the 2nd Half 2011) for the 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%).

1. Premiums described in paragraphs 2 a-d, 3 a-d, 4 a-b, 5, and 6 shall not be pyramided.

2. The following named classes and work situations will be paid a premium of eighty cents ($0.80) per hour for all hours worked rounded up to the next whole hour:

   a. Utility Worker I's and II's assigned to sewer main and lateral repair crews (not emergency crews);

   b. Automotive Equipment Operator Is, Utility Worker Is, and Utility Worker IIs assigned to operate a mounted or trailed compressor together with hydraulic or pneumatic jackhammer.

   c. Employees operating a hydraulic or pneumatic handheld jackhammer.

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

3. Under the following work situations, a premium of eighty cents ($0.80) per hour will be paid for a minimum of four (4) hours:

   a. Utility Worker I's and II's, when walking a live sewer;

   b. To any employee other than a High Climber, 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. Any employee required to work over ninety (90) feet above the ground on bridges and structures under the foregoing conditions shall be paid at the overtime rate. The appropriate pay for employees working over 90 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;

   c. To 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.

   d. To employees in the Industrial Maintenance Millwright classification series performing vibration testing and/or analysis work that is assigned by the supervisor

   e. Any employee operating a 90 pound or larger jackhammer.

4. The City will pay a premium of two dollars ($2.00) 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:

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

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

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

      4) receiving bulk shipments of chemicals; or

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

   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.

5. Vehicle Service employees when assigned emergency repair work on automotive or construction equipment shall be paid a premium of five percent (5%) for all time so assigned. The above premium will also apply to Vehicle and Equipment Mechanics.

6. 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 the lead rate (5%). 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 rate of pay for a minimum of four (4) hours, eight (8) hours if assigned to such duties over four (4) hours in a work day.

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

7. The premium rate paid Building Inspector IIs, Electrical Inspectors, and Plumbing Inspectors for each additional one and two family inspection certifications they obtain and to begin to use in the Residential Inspections Section in the Bureau of Development Services shall be $0.40 added to the base wage.

8. The premium rate paid Building Inspector IIs for each additional one and two family inspection certifications 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 shall be $0.40 added to the base wage.

9. The premium rate paid 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 be $0.80 added to the base wage.

10. Water Treatment Certifications:

    a. Employees in the classification of Water Treatment Operator II are required to have and maintain certification as a Water Treatment Level 2 Operator. Certification pay for Water Treatment Level 3 Operator shall be $0.50 per hour for all hours worked.

    b. Employees in the classification of Water Treatment Operator II are required to have and maintain certification as a Water Treatment Level 2 Operator. Certification pay for Water Treatment Level 4 Operator shall be $0.75 per hour for all hours worked.

    c. Employees in the classification of Water Treatment Operator Lead are required to have and maintain certification as a Water Treatment Level 3 Operator. Certification pay for Water Treatment Level 4 Operator shall be $0.75 per hour for all hours worked.

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

11. 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 $0.25 per hour for all hours worked. Certification pay for Water Distribution Level 3 Operator shall be $0.50 per hour for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be $0.75 per hour 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 $0.25 per hour for all hours worked. Certification pay for Water Distribution Level 3 Operator shall be $0.50 per hour for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be $0.75 per hour 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 $0.50 per hour for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be $0.75 per hour for all hours worked.

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

12. 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 $0.50 per hour for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be $0.75 per hour for all hours worked. Certification pay for Water Treatment Level 2 Operator shall be $0.25 per hour for all hours worked. Certification pay for Water Treatment Level 3 Operator shall be $0.50 per hour for all hours worked. Certification pay for Water Treatment Level 4 Operator shall be $0.75 per hour 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 $0.50 per hour for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be $0.75 per hour for all hours worked. Certification pay for Water Treatment Level 3 Operator shall be $0.50 per hour for all hours worked. Certification pay for Water Treatment Level 4 Operator shall be $0.75 per hour 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.

13. Wastewater Treatment Certifications:

    a. Wastewater Operators and Wastewater Operations Specialists holding a Wastewater Treatment Plant Operators Certification from the State of Oregon shall receive a premium of $0.25 per hour for Level II certification, $0.50 per hour for Level III certification, and $0.75 per hour for Level IV certification. These premiums shall be paid for all hours worked.

    b. The City shall pay for the initial cost of certification. The employee is responsible for renewing the certification and paying the renewal costs.

    c. Employees holding both Wastewater Treatment and Wastewater Collection System certifications will only be compensated for one certification at a time with the higher hourly premium being paid for all hours worked.

14. Wastewater Collection System Certification:

    a. Employees who work in and around live sewers in the operation and maintenance program and who hold a Wastewater Collection System Certification from the State of Oregon shall receive a premium of $0.25/hr for each certification level above Level I for all hours worked when assigned to sewer crews (i.e. Level II $0.25, Level III $0.50, Level IV $0.75).

    b. The City shall pay for the initial cost of certification. The employee is responsible for renewing his or her certification and the renewal costs.

    c. Certification pay will be attached to base pay and applicable for all hours working in the sewer operation and maintenance program. (Not applicable when snow plowing or tasks unrelated to the sewer O&M Program.)

    d. Employees holding both Wastewater Treatment and Wastewater Collection System certifications will only be compensated for one certification at a time with the higher hourly premium being paid for all hours worked.

15. Utility Worker IIs in the Portland Bureau of Transportation Street Maintenance Division who operate the side-mounted depth of cut controls on cold milling machines shall be paid a premium of $0.94 per hour for all hours worked rounded up to the next whole hour.

16. 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.

17. National Institute for Automotive 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 $160 per month.

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 $160 per month; those who possess a valid F-3 through F-4 certification shall receive $210 per month; those who possess a valid F-5 through F-6 certificate shall receive $260 per month. 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 $160 per month.

d. Employees in the Classification of Storekeeper/Acquisition Specialist II: Automotive Parts Specialist, or employees in the Premium Assignment of Storekeeper/Acquisition Specialist Lead who have a base class of Automotive Parts Specialist, who passed all NIASE tests in the Automotive Parts Specialist test series, shall receive $160 per month.

e. 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.

**Schedule "A"**
**Effective November 3, 2010 to June 30, 2011**

The employer shall have the ability to hire new employees at up to step three (3) for the following classifications: Building Inspector I, Building Inspector II, Senior Building Inspector, Electrical Inspector, Senior Electrical Inspector, Combination Inspector, Housing Inspector, Senior Housing Inspector, Plumbing Inspector, Senior Plumbing Inspector, Structural Inspector, Commercial Plans Examiner, Residential Plans Examiner, and Senior Plans Examiner. Employees hired at up to step three (3) may go to the top step after the successful completion of their probationary periods.

| Job Class | Job Class Title | Entry | 6 Months | 1 Year | 2 Year | 3 Year | 4 Year |
|---|---|---|---|---|---|---|---|
| 30000062 | Accountant I | 18.08 | 19.67 | 21.89 | 23.41 | 25.24 | |
| 30000063 | Accountant II | 23.64 | 25.70 | 26.76 | 27.90 | 28.88 | |
| 30000064 | Accountant III | 26.03 | 28.27 | 29.46 | 30.71 | 31.78 | |
| 30000061 | Accounting Technician | 14.97 | 17.14 | 17.97 | 19.24 | 20.88 | |
| 30000090 | Asphalt Raker | 20.82 | 21.60 | 22.38 | | | |
| 30000125 | Auto Body Restorer | 24.69 | 26.83 | | | | |
| 30000096 | Auto Servicer | 18.26 | 20.81 | 22.38 | | | |
| 30000102 | Automotive Equip Oper II: Sewer Vacuum | 20.59 | 23.35 | 24.80 | | | |
| 30000103 | Automotive Equip Oper II: Street Sweeper | 20.59 | 23.35 | 24.80 | | | |
| 30000104 | Automotive Equip Oper II: Tractor-Trailr | 20.59 | 23.35 | 24.80 | | | |
| 30000101 | Automotive Equipment Oper I | 19.40 | 22.06 | 23.51 | | | |
| 30000175 | Building Inspector I | 25.99 | 27.29 | 28.64 | 30.08 | | |
| 30000173 | Building Inspector II | 29.71 | 31.21 | 32.73 | 34.38 | | |
| 30000174 | Building Inspector, Sr | 33.36 | 35.03 | 36.78 | 38.60 | | |
| 30000176 | Building Inspector/Plans Examiner Trnee | 14.59 | 15.33 | 16.09 | 16.89 | | |
| 30000110 | Carpenter | 24.44 | 26.55 | | | | |
| 30000111 | Carpenter Lead | 25.64 | 27.88 | | | | |
| 30000109 | Carpenter, Apprentice | See Note | #2 | | | | |
| 30000243 | Chemist | 23.78 | 26.37 | 27.32 | 28.99 | 30.72 | |
| 30000066 | Claims Technician | 19.74 | 21.44 | 22.73 | 23.96 | 25.40 | |
| 30000065 | Claims Technician, Assistant | 15.33 | 17.60 | 18.46 | 19.76 | 21.45 | |
| 30000183 | Code Specialist I | 15.32 | 16.65 | 17.73 | 18.75 | 19.79 | |
| 30000184 | Code Specialist II | 20.11 | 21.83 | 23.07 | 24.25 | 25.85 | |
| 30000186 | Code Specialist III | 21.68 | 23.55 | 24.82 | 26.12 | 27.59 | |
| 30000187 | Code Specialist, Lead | 21.68 | 23.55 | 24.82 | 26.12 | 27.59 | |
| 30000182 | Code Specialist, Trainee | 14.59 | | | | | |
| 30000170 | Combination Inspector | 31.69 | 33.30 | 34.93 | 36.70 | | |
| 30000238 | Communications Switch Technician | 26.60 | 30.26 | 32.25 | | | |
| 30000107 | Concrete Finisher | 24.44 | 26.55 | | | | |
| 30000106 | Concrete Finisher, Apprentice | 20.78 | 22.47 | 22.74 | | | |
| 30000108 | Concrete Finisher, Lead | 25.64 | 27.88 | | | | |
| 30000105 | Construction Equipment Operator | 20.65 | 23.51 | 25.00 | 26.37 | | |
| 30000309 | Crime Prevention Program Administrator | 21.07 | 22.96 | 24.31 | 25.53 | 27.43 | |
| 30000308 | Crime Prevention Rep | 19.16 | 20.85 | 22.10 | 23.20 | 24.92 | |

| Job Class | Job Class Title | Entry | 6 Months | 1 Year | 2 Year | 3 Year | 4 Year |
|---|---|---|---|---|---|---|---|
| 30000017 | Customer Accounts Specialist I | 16.06 | 17.41 | 19.36 | 20.75 | 22.48 | |
| 30000018 | Customer Accounts Specialist II | 19.15 | 20.82 | 21.99 | 23.10 | 24.65 | |
| 30000041 | Distribution Technician | 18.26 | 20.81 | 22.38 | | | |
| 30000042 | Distribution Technician, Lead | 19.18 | 21.83 | 23.50 | | | |
| 30000168 | Electrical Inspector | 29.71 | 31.21 | 32.73 | 34.38 | | |
| 30000169 | Electrical Inspector, Sr | 33.36 | 35.03 | 36.78 | 38.60 | | |
| 30000116 | Electrician | 30.58 | 33.01 | | | | |
| 30000117 | Electrician, Lead | 32.11 | 34.65 | | | | |
| 30000118 | Electrician, Sr | 32.11 | 34.65 | | | | |
| 30000119 | Electrician, Supervising | 33.72 | 36.39 | | | | |
| 30000120 | Electrician/Instrument Tech, Apprentice | See Note | #6 | | | | |
| 30000121 | Electrician/Instrument Technician | 31.51 | 34.01 | | | | |
| 30000045 | Electronic Pre-Press Operator | 19.55 | 21.26 | 22.67 | 23.38 | 24.43 | |
| 30000046 | Electronic Pre-Press Operator, Lead | 22.47 | 24.43 | 25.70 | 26.90 | 28.14 | |
| 30000234 | Electronics Technician I: Communications | 22.72 | 25.85 | 27.58 | | | |
| 30000235 | Electronics Technician I:Traffic Signal | 22.72 | 25.85 | 27.58 | | | |
| 30000236 | Electronics Technician II: Commun | 26.60 | 30.26 | 32.25 | | | |
| 30000237 | Electronics Technician II:Traffic Signal | 26.60 | 30.26 | 32.25 | | | |
| 30000835 | Emerg Commun Support Specialist | 14.97 | 17.14 | 17.97 | 19.24 | 20.88 | |
| 30000095 | Environmental Systems Crew Leader | 25.09 | 27.27 | | | | |
| 30000094 | Environmental Systems Maintenance Tech | 23.33 | 25.34 | 26.05 | | | |
| 30000079 | Equestrian Trainer | 19.17 | 21.85 | 23.50 | | | |
| 30000050 | Evidence Control Specialist | 20.49 | 23.27 | 25.05 | | | |
| 30000051 | Evidence Control Specialist, Lead | 23.14 | 26.52 | 27.95 | 28.77 | | |
| 30000052 | Evidence Control, Supervisor | 23.14 | 26.52 | 27.95 | 28.77 | | |
| 30000070 | Facilities Maintenance Tech Apprentice | See Note | #3 | | | | |
| 30000071 | Facilities Maintenance Technician | 26.69 | 28.83 | | | | |
| 30000072 | Facilities Maintenance Technician, Lead | 26.92 | 30.15 | | | | |
| 30000127 | General Mechanic | 22.18 | 25.24 | 26.83 | | | |
| 30000128 | General Mechanic Lead | 23.28 | 26.49 | 28.15 | | | |
| 30000085 | Greenskeeper I | 18.77 | 21.32 | 22.98 | | | |
| 30000086 | Greenskeeper II | 21.15 | 23.57 | 24.16 | | | |
| 30000087 | Greenskeeper III | 21.94 | 24.98 | 26.55 | | | |
| 30000028 | Hearings Clerk | 20.73 | 22.45 | 23.64 | 24.77 | 26.47 | |
| 30000248 | High Climber | 22.14 | 25.05 | 26.55 | | | |
| 30000249 | High Climber, Lead | 23.15 | 26.31 | 27.82 | | | |
| 30000247 | High Climber, Trainee | 19.00 | 21.86 | 23.10 | | | |
| 30000252 | Horticulturist | 20.88 | 23.82 | 25.23 | | | |
| 30000251 | Horticulturist, Apprentice | 18.57 | 21.08 | 22.57 | | | |
| 30000253 | Horticulturist, Lead | 21.92 | 24.98 | 26.48 | | | |
| 30000171 | Housing Inspector | 21.35 | 23.22 | 24.38 | 25.63 | 27.02 | |
| 30000172 | Housing Inspector, Sr | 28.03 | 29.44 | 30.88 | 32.45 | | |
| 30000126 | Industrial Machinist | 24.69 | 26.83 | | | | |
| 30000157 | Industrial Maintenance Millwright | 24.69 | 26.83 | | | | |
| 30000155 | Industrial Maintenance Millwright, Appr | See Note | #4 | | | | |
| 30000158 | Industrial Maintenance Millwright, Lead | 26.52 | 28.83 | | | | |
| 30000156 | Industrial Maintenance Millwright, Trnee | 17.13 | 19.26 | 19.92 | | | |

| Job Class | Job Class Title | Entry | 6 Months | 1 Year | 2 Year | 3 Year | 4 Year |
|---|---|---|---|---|---|---|---|
| 30000114 | Industrial Painter | 24.44 | 26.55 | | | | |
| 30000115 | Industrial Painter, Lead | 25.64 | 27.88 | | | | |
| 30000016 | Information & Referral Specialist | 14.97 | 17.14 | 17.97 | 19.24 | 20.88 | |
| 30000239 | Instrument Technician | 30.58 | 33.01 | | | | |
| 30000240 | Instrument Technician, Lead | 32.11 | 34.65 | | | | |
| 30000241 | Laboratory Analyst I | 20.24 | 23.15 | 24.31 | 25.57 | | |
| 30001283 | Laboratory Analyst II | 21.31 | 24.29 | 25.51 | 26.79 | 28.13 | |
| 30000245 | Laboratory Analyst, Sr | 24.95 | 27.67 | 28.71 | 30.45 | 32.26 | |
| 30001284 | Laboratory Analytical Specialist | 24.29 | 26.96 | 28.18 | 30.15 | 32.26 | |
| 30001285 | Laboratory Coordinator | 25.22 | 27.99 | 29.04 | 31.08 | 33.26 | 35.58 |
| 30000246 | Laboratory Production Specialist | 24.95 | 27.67 | 28.71 | 30.45 | 32.26 | |
| 30000244 | Laboratory Quality Assurance Specialist | 24.95 | 27.67 | 28.71 | 30.45 | 32.26 | |
| 30000166 | Lighting & Signal Inspector | 31.32 | 32.90 | 34.54 | 36.25 | | |
| 30000098 | Maintenance Mechanic | 21.94 | 23.85 | 24.53 | | | |
| 30000073 | Maintenance Worker | 11.25 | 13.34 | | | | |
| 30000242 | Microbiologist | 23.78 | 26.37 | 27.32 | 28.99 | 30.72 | |
| 30000129 | Motorcycle Mechanic | 24.69 | 26.83 | | | | |
| 30000011 | Office Support Specialist I | 13.63 | 15.52 | 16.33 | 17.51 | 18.92 | |
| 30000012 | Office Support Specialist II | 14.97 | 17.14 | 17.97 | 19.24 | 20.88 | |
| 30000013 | Office Support Specialist III | 19.15 | 20.82 | 21.99 | 23.10 | 24.65 | |
| 30000014 | Office Support Specialist, Lead | 19.15 | 20.82 | 21.99 | 23.10 | 24.65 | |
| 30000152 | Operating Engineer I | 22.22 | 23.27 | | | | |
| 30000153 | Operating Engineer II | 22.42 | 24.39 | 25.74 | 27.31 | 28.97 | |
| 30000154 | Operating Engineer III | 23.55 | 25.61 | 27.03 | 28.70 | 30.43 | |
| 30000112 | Painter | 24.44 | 26.55 | | | | |
| 30000113 | Painter, Lead | 25.64 | 27.88 | | | | |
| 30000185 | Parking Code Enforcement Officer | 18.15 | 19.62 | 20.82 | 21.91 | 23.16 | |
| 30001158 | Parking Code Enfrcmnt Ofcr-Abandnd Auto | 16.24 | 17.65 | 18.79 | 19.88 | 20.98 | |
| 30000188 | Parking Collection Technician | 12.40 | 14.16 | | | | |
| 30000099 | Parking Pay Station Technician | 21.93 | 23.84 | 25.04 | 26.48 | | |
| 30000100 | Parking Pay Station Technician, Lead | 25.60 | 27.82 | | | | |
| 30000084 | Parks Maintenance Crew Leader | 21.92 | 24.98 | 26.48 | | | |
| 30000081 | Parks Technician | 20.22 | 21.97 | 22.98 | | | |
| 30000082 | Parks Technician, Lead | 21.25 | 23.07 | 24.10 | | | |
| 30000231 | Plans Examiner, Commercial | 31.10 | 32.64 | 34.27 | 36.00 | | |
| 30000230 | Plans Examiner, Residential | 25.59 | 26.86 | 28.20 | 29.60 | | |
| 30000232 | Plans Examiner, Sr | 33.79 | 35.47 | 37.28 | 39.12 | | |
| 30001159 | Plumber | 27.03 | 29.38 | | | | |
| 30000164 | Plumbing Inspector | 29.71 | 31.21 | 32.73 | 34.38 | | |
| 30000165 | Plumbing Inspector, Sr | 33.36 | 35.03 | 36.78 | 38.60 | | |
| 30000026 | Police Administrative Support Spec, Lead | 19.15 | 20.82 | 21.99 | 23.10 | 24.65 | |
| 30000025 | Police Administrative Support Spec, Sr | 19.15 | 20.82 | 21.99 | 23.10 | 24.65 | |
| 30000023 | Police Administrative Support Spec,Trnee | 12.83 | 13.94 | | | | |
| 30000024 | Police Administrative Support Specialist | 14.97 | 17.14 | 17.97 | 19.24 | 20.88 | |
| 30000022 | Police Desk Clerk | 13.37 | 15.28 | 16.12 | 17.28 | 18.49 | |
| 30000304 | Police Identification Technician | 24.77 | 26.92 | 28.66 | 30.10 | 31.64 | |
| 30000305 | Police Identification Technician, Lead | 26.94 | 29.25 | 31.19 | 32.72 | 34.42 | |

| Job Class | Job Class Title | Entry | 6 Months | 1 Year | 2 Year | 3 Year | 4 Year |
|---|---|---|---|---|---|---|---|
| 30000303 | Police Identification Technician,Trnee | 18.09 | 26.92 | | | | |
| 30000097 | Police Impound Technician | 19.50 | 22.18 | 23.87 | | | |
| 30000027 | Police Information & Referral Specialist | 19.15 | 20.82 | 21.99 | 23.10 | 24.65 | |
| 30000310 | Police Investigative Accountant | 35.86 | 38.96 | 40.52 | | | |
| 30000306 | Police Photographic Reproduction Spec | 28.69 | 31.19 | 32.72 | 34.42 | | |
| 30000020 | Police Records Specialist | 14.97 | 17.14 | 17.97 | 19.24 | 20.88 | |
| 30000019 | Police Records Specialist, Trainee | 12.83 | 13.94 | | | | |
| 30000021 | Police Records Training Coordinator | 19.15 | 20.82 | 21.99 | 23.10 | 24.65 | |
| 30000044 | Printing & Distrib Custmr Svc Rep, Lead | 22.47 | 24.43 | 25.70 | 26.90 | 28.14 | |
| 30000043 | Printing & Distrib Customer Svc Rep | 19.55 | 21.26 | 22.67 | 23.38 | 24.43 | |
| 30000040 | Printing & Distrib Technician, Asst | 11.36 | 13.21 | 14.03 | | | |
| 30000059 | Procurement Specialist | 22.60 | 24.53 | 26.28 | 27.59 | | |
| 30000058 | Procurement Specialist, Assistant | 18.85 | 20.49 | 21.89 | 23.00 | | |
| 30000060 | Procurement Specialist, Sr | 26.59 | 28.90 | 31.32 | 33.72 | | |
| 30000093 | Public Works Crew Leader | 23.33 | 25.33 | | | | |
| 30000228 | Public Works Inspector | 27.03 | 29.39 | 30.09 | 30.88 | | |
| 30000229 | Public Works Inspector, Sr | 29.31 | 31.84 | 34.54 | | | |
| 30000227 | Public Works Inspector, Trainee | 14.03 | 15.25 | 16.02 | 16.79 | | |
| 30000828 | Records Specialist | 14.97 | 17.14 | 17.97 | 19.24 | 20.88 | |
| 30000190 | Regulatory Program Administrator | 28.90 | 30.92 | 33.04 | 34.70 | | |
| 30000189 | Regulatory Program Specialist | 20.11 | 21.83 | 23.07 | 24.25 | 25.85 | |
| 30000047 | Reprographic Operator I | 16.13 | 17.54 | 18.59 | 19.63 | 20.68 | |
| 30000048 | Reprographic Operator II | 19.55 | 21.26 | 22.67 | 23.38 | 24.43 | |
| 30000049 | Reprographic Operator III | 22.47 | 24.43 | 25.70 | 26.90 | 28.14 | |
| 30000191 | Revenue & Taxation Specialist I | 16.06 | 17.97 | 19.24 | 20.88 | | |
| 30000192 | Revenue & Taxation Specialist II | 19.24 | 20.88 | 21.83 | 23.07 | | |
| 30000193 | Revenue & Taxation Specialist III | 20.11 | 21.83 | 23.07 | 24.25 | 25.85 | |
| 30000194 | Revenue & Taxation Specialist IV | 21.83 | 23.07 | 24.25 | 25.85 | 27.57 | |
| 30000195 | Revenue & Taxation Specialist Lead | 22.94 | 24.23 | 25.46 | 27.15 | 28.95 | |
| 30000196 | Revenue & Taxation Specialist V | 23.55 | 24.82 | 26.12 | 27.59 | 29.62 | |
| 30000029 | Service Dispatcher | 16.06 | 17.41 | 19.36 | 20.75 | 22.48 | |
| 30000030 | Service Dispatcher, Lead | 19.15 | 20.82 | 21.99 | 23.10 | 24.65 | |
| 30000197 | Sidewalk Inspector | 23.97 | 26.72 | 27.27 | | | |
| 30000167 | Sign Inspector | 28.03 | 29.44 | 30.88 | 32.45 | | |
| 30000089 | Sign Maker | 24.44 | 26.55 | | | | |
| 30000088 | Sign Maker, Apprentice | 20.26 | 24.68 | | | | |
| 30000177 | Site Development Inspector I | 25.99 | 27.29 | 28.64 | 30.08 | | |
| 30000179 | Site Development Inspector II | 29.71 | 31.21 | 32.73 | 34.38 | | |
| 30000178 | Site Development Inspector, Sr | 33.36 | 35.03 | 36.78 | 38.60 | | |
| 30000083 | Stable Attendant | 18.26 | 20.81 | 22.38 | | | |
| 30000053 | Storekeeper/Acquisition Specialist I | 19.50 | 22.18 | 23.87 | | | |
| 30000054 | Storekeeper/Acquisition Specialist II | 20.49 | 23.27 | 25.05 | | | |
| 30000056 | Storekeeper/Acquisition Specialist III | 23.14 | 26.52 | 27.95 | 28.77 | | |
| 30000055 | Storekeepr/Acquisition II:Auto Part Spec | 20.49 | 23.27 | 25.05 | | | |
| 30000057 | Storekeepr/Acquisition Specialist, Lead | 23.14 | 26.52 | 27.95 | 28.77 | | |
| 30000091 | Street Maintenance Crew Leader | 25.09 | 27.27 | | | | |
| 30000181 | Structural Inspector | 29.71 | 31.21 | 32.73 | 34.38 | | |

| Job Class | Job Class Title | Entry | 6 Months | 1 Year | 2 Year | 3 Year | 4 Year |
|---|---|---|---|---|---|---|---|
| 30000180 | Structural Inspector, Trainee | 25.99 | 27.29 | 28.64 | 30.08 | | |
| 30001079 | Survey Project Support Tech | 22.78 | 23.69 | 24.87 | | | |
| 30000223 | Surveying Aide I | 16.82 | 18.28 | 19.89 | 21.05 | | |
| 30000224 | Surveying Aide II | 19.94 | 21.67 | 22.10 | | | |
| 30000225 | Surveyor I | 22.78 | 24.75 | 28.31 | | | |
| 30000226 | Surveyor II | 26.45 | 28.70 | 30.31 | | | |
| 30000092 | Traffic Crew Leader | 24.18 | 26.30 | | | | |
| 30000250 | Tree Inspector | 24.23 | 27.51 | 29.12 | | | |
| 30000080 | Turf Maintenance Technician | 18.77 | 21.32 | 22.98 | | | |
| 30000076 | Utility Worker I | 19.14 | 20.82 | | | | |
| 30000077 | Utility Worker II | 20.82 | 21.60 | 22.38 | | | |
| 30000075 | Utility Worker II, Apprentice | See Note | #1 | | | | |
| 30000131 | Vehicle & Equipment Mechanic | 24.69 | 26.83 | | | | |
| 30000132 | Vehicle & Equipment Mechanic, Lead | 25.89 | 28.15 | | | | |
| 30000130 | Vehicle & Equipment Mechanic, Trainee | 17.13 | 19.26 | 21.80 | 24.28 | | |
| 30000163 | Wastewater Operations Specialist | 25.47 | 27.69 | 28.83 | | | |
| 30000160 | Wastewater Operator I | 19.03 | 21.70 | 23.19 | | | |
| 30000161 | Wastewater Operator II | 22.18 | 25.24 | 25.46 | 26.09 | 26.83 | |
| 30000162 | Wastewater Operator, Lead | 26.52 | 28.83 | | | | |
| 30000159 | Wastewater Operator, Trainee | 17.13 | 19.26 | 19.92 | | | |
| 30000133 | Water Meter Reader I | 17.18 | 18.69 | 21.19 | | | |
| 30000134 | Water Meter Reader II | 21.06 | 22.89 | 23.35 | 23.98 | | |
| 30000142 | Water Meter Technician I | 20.11 | 21.83 | 22.98 | 24.33 | | |
| 30000143 | Water Meter Technician II | 25.64 | 27.88 | | | | |
| 30000145 | Water Operations Mechanic | 24.72 | 26.95 | 27.36 | 27.77 | | |
| 30000144 | Water Operations Mechanic, Apprentice | See Note | #5 | | | | |
| 30000139 | Water Quality Inspector I | 22.41 | 24.39 | 25.75 | 27.32 | 28.97 | |
| 30000140 | Water Quality Inspector II | 23.55 | 25.61 | 27.03 | 28.70 | 30.43 | |
| 30000141 | Water Quality Inspector III | 24.72 | 26.90 | 28.38 | 30.12 | 31.94 | |
| 30000138 | Water Security Specialist | 20.82 | 21.60 | 22.38 | | | |
| 30000137 | Water Security Specialist, Lead | 21.86 | 22.68 | 23.50 | | | |
| 30000135 | Water Service Inspector I | 21.06 | 22.89 | 23.35 | 23.98 | | |
| 30000136 | Water Service Inspector II | 22.76 | 24.72 | 25.22 | 25.90 | | |
| 30000146 | Water Treatment Operator I | 22.22 | 23.27 | | | | |
| 30000147 | Water Treatment Operator II | 23.55 | 25.61 | 27.03 | 28.70 | 30.43 | |
| 30000148 | Water Treatment Operator, Lead | 24.72 | 26.90 | 28.38 | 30.12 | 31.94 | |
| 30000078 | Water Utility Worker, Sr | 21.15 | 22.98 | 23.51 | | | |
| 30000150 | Watershed Pipeline Specialist | 21.15 | 22.98 | 23.51 | | | |
| 30000149 | Watershed Specialist I | 18.26 | 20.81 | 22.38 | | | |
| 30000151 | Watershed Specialist II | 21.15 | 22.98 | 23.51 | | | |
| 30001308 | Watershed Specialist III | 25.22 | 27.45 | 27.86 | 28.27 | | |
| 30000123 | Welder | 24.44 | 26.55 | | | | |
| 30000122 | Welder, Apprentice | 20.78 | 22.47 | 22.74 | | | |
| 30000124 | Welder, Lead | 25.64 | 27.88 | | | | |

**NOTE # 1: Utility Worker II, Apprentice**

| | |
|---|---|
| Entry To 5 Months = 70% Of Utility Worker II Rate (Top Step) | 15.67 |
| 6 Months To 11 Months = 77.5% Of Utility Worker II Rate (Top Step) | 17.34 |
| 12 Months To 17 Months = 85% Of Utility Worker II Rate (Top Step) | 19.02 |
| 18 Months To 23 Months = 92.5% Of Utility Worker II Rate (Top Step) | 20.70 |

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) | 15.93 |
| 6 Months To 11 Months = 65% Of Carpenter Rate (Top Step) | 17.26 |
| 12 Months To 17 Months = 70% Of Carpenter Rate (Top Step) | 18.59 |
| 18 Months To 23 Months = 75% Of Carpenter Rate (Top Step) | 19.91 |
| 24 Months To 29 Months = 80% Of Carpenter Rate (Top Step) | 21.24 |
| 30 Months To 35 Months = 85% Of Carpenter Rate (Top Step) | 22.57 |
| 36 Months To 41 Months = 90% Of Carpenter Rate (Top Step) | 23.90 |
| 42 Months To 47 Months = 95% Of Carpenter Rate (Top Step) | 25.23 |

Advancement to journey rate is upon completion of the program and when approved by the TAC.

**NOTE # 3: Facilities Maintenance Tech Apprentice**

| | |
|---|---|
| Entry To 5 Months = 60% Of Facilities Maintenance Technician Rate (Top Step) | 17.30 |
| 6 Months To 11 Months = 65% Of Facilities Maintenance Technician Rate (Top Step) | 18.74 |
| 12 Months To 17 Months = 70% Of Facilities Maintenance Technician Rate (Top Step) | 20.18 |
| 18 Months To 23 Months = 75% Of Facilities Maintenance Technician Rate (Top Step) | 21.62 |
| 24 Months To 29 Months = 80% Of Facilities Maintenance Technician Rate (Top Step) | 23.06 |
| 30 Months To 35 Months = 85% Of Facilities Maintenance Technician Rate (Top Step) | 24.51 |
| 36 Months To 41 Months = 90% Of Facilities Maintenance Technician Rate (Top Step) | 25.95 |
| 42 Months To 47 Months = 95% Of Facilities Maintenance Technician Rate (Top Step) | 27.39 |

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: Industrial Maintenance Millwright, Apprentice**

| | |
|---|---|
| Entry To 5 Months = 60% Of Industrial Maintenance Millwright Rate (Top Step) | 16.10 |
| 6 Months To 11 Months = 65% Of Industrial Maintenance Millwright Rate (Top Step) | 17.45 |
| 12 Months To 17 Months = 70% Of Industrial Maintenance Millwright Rate (Top Step) | 18.78 |
| 18 Months To 23 Months = 75% Of Industrial Maintenance Millwright Rate (Top Step) | 20.13 |
| 24 Months To 29 Months = 80% Of Industrial Maintenance Millwright Rate (Top Step) | 21.46 |
| 30 Months To 35 Months = 85% Of Industrial Maintenance Millwright Rate (Top Step) | 22.81 |
| 36 Months To 41 Months = 90% Of Industrial Maintenance Millwright Rate (Top Step) | 24.15 |
| 42 Months To 47 Months = 95% Of Industrial Maintenance Millwright Rate (Top Step) | 25.49 |

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 # 5: Water Operations Mechanic, Apprentice**

| | |
|---|---|
| Entry To 5 Months = 70% Of Water Operations Mechanic Rate (One Year Step) | 19.15 |
| 6 Months To 11 Months = 75% Of Water Operations Mechanic Rate (One Year Step) | 20.52 |
| 12 Months To 17 Months = 80% Of Water Operations Mechanic Rate (One Year Step) | 21.89 |
| 18 Months To 23 Months = 85% Of Water Operations Mechanic Rate (One Year Step) | 23.25 |
| 24 Months To 29 Months = 90% Of Water Operations Mechanic Rate (One Year Step) | 24.62 |
| 30 Months To 35 Months = 95% Of Water Operations Mechanic Rate (One Year Step) | 25.99 |

Advancement to journey rate is upon completion of the program and when approved by the TAC.

**NOTE # 6: Electrician/Instrument Tech, Apprentice**

| | |
|---|---|
| Entry To 5 Months = 60% Of Electrician/Instrument Technician Rate (Top Step) | 20.41 |
| 6 Months To 11 Months = 65% Of Electrician/Instrument Technician Rate (Top Step) | 22.10 |
| 12 Months To 17 Months = 70% Of Electrician/Instrument Technician Rate (Top Step) | 23.81 |
| 18 Months To 23 Months = 75% Of Electrician/Instrument Technician Rate (Top Step) | 25.50 |
| 24 Months To 29 Months = 80% Of Electrician/Instrument Technician Rate (Top Step) | 27.20 |
| 30 Months To 35 Months = 85% Of Electrician/Instrument Technician Rate (Top Step) | 28.91 |
| 36 Months To 41 Months = 90% Of Electrician/Instrument Technician Rate (Top Step) | 30.60 |
| 42 Months To 47 Months = Top Step Of Instrument Technician Rate | 33.01 |

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.

## Market Adjustment

Adjust compensation for the following Benchmarks and linked classes to include a new three percent (3%) step for each classification, to be available to employees who are on the top step of their classification, effective on their anniversary date beginning July 1, 2012.

Benchmarks included:

- Accountant II
- Carpenter
- Code Specialist II
- Customer Accounts Specialist I
- Office Support Specialist II
- Vehicle and Equipment Mechanic
- Wastewater Operator II

Excludes trainees and apprentices except those in apprenticeship programs where the steps are structured as a percent of journey level rate.

| **Benchmark** | **Linked Classifications** |
|---|---|
| Accountant II | Accountant I<br>Accountant III<br>Accounting Technician<br>Police Investigative Accountant |
| Carpenter | Carpenter, Apprentice<br>Carpenter, Lead<br>Concrete Finisher<br>Concrete Finisher, Lead<br>Industrial Painter<br>Industrial Painter, Lead<br>Painter<br>Painter, Lead<br>Sign Maker<br>Tree Inspector<br>Plumber<br>Welder<br>Welder, Lead |
| Code Specialist II | Claims Technician, Assistant<br>Claims Technician<br>Code Specialist I<br>Code Specialist III<br>Code Specialist, Lead<br>Parking Code Enforcement Officer<br>Parking Code Enforcement Officer—Abandoned Auto<br>Procurement Assistant<br>Procurement Specialist |

| | |
|---|---|
| | Procurement Specialist, Senior<br>Regulatory Program Administrator<br>Regulatory Program Specialist<br>Revenue & Taxation Specialist I<br>Revenue & Taxation Specialist II<br>Revenue & Taxation Specialist III<br>Revenue & Taxation Specialist IV<br>Revenue & Taxation Specialist V<br>Revenue & Taxation Specialist, Lead |
| Customer Accounts Specialist I | Crime Prevention Program Administrator<br>Crime Prevention Representative<br>Customer Accounts Specialist II<br>Service Dispatcher<br>Service Dispatcher, Lead<br>Water Meter Reader I<br>Water Meter Reader II<br>Water Service Inspector I<br>Water Service Inspector II |
| Office Support Specialist II | Emergency Communication Support Specialist<br>Information & Referral Specialist<br>Hearings Clerk<br>Office Support Specialist I<br>Office Support Specialist III<br>Office Support Specialist, Lead<br>Police Administrative Support Specialist<br>Police Administrative Support Specialist, Lead<br>Police Administrative Support Specialist, Senior<br>Police Desk Clerk<br>Police Information & Referral Specialist<br>Police Records Specialist<br>Police Records Training Coordinator<br>Records Specialist |
| Vehicle & Equipment Mechanic | Auto Body Restorer<br>General Mechanic<br>General Mechanic, Lead<br>Industrial Machinist<br>Motorcycle Mechanic<br>Vehicle & Equipment Mechanic, Lead |
| Wastewater Operator II | Industrial Maintenance Millwright, Apprentice<br>Industrial Maintenance Millwright<br>Industrial Maintenance Millwright, Lead<br>Wastewater Operator I<br>Wastewater Operator, Lead<br>Wastewater Operations Specialist |

## DCTU Market Survey Concept Summary

Purpose of Market Survey: Provide market survey as data to assist in identifying classifications where the compensation may be below market.

**Timeline—Dates are approximate**

- Assumptions
  - 3 year contract July 1, 2010 through June 30, 2013
  - Market information available for successor contract bargaining.
  - Market survey information to use October 2012 data.

- Timeline
  - As early as August 2011 or as arranged
    BHR lays out market survey approach to DCTU representatives

  - Date TBD through June 2012
    Meet and confer with DCTU representatives over market survey elements

  - July 2012 through October 2012
    BHR completes any needed preparation for the market survey

  - October 2012 through February 2013
    BHR submits its survey info to Milliman for inclusion in collaborative survey for Oregon Public Sector Survey participants; gathers and assembles information from non-survey participants and for additional classifications not covered in survey.

  - February 2013 through April 2013
    BHR receives published information and other gathered data, checks and rechecks data as needed, assembles into format for publishing data, reviews written data in formats for errors and typos.

  - April 2013
    BHR presents market survey results to union

  - May 2013 through TBD (to be determined)
    Discussion of results of market survey.

**Elements of Market Survey:**

- The survey will provide information for discussion. It is not an absolute determination of compensation adjustments needed.

- Indication of difference from the market may vary with the number of job matches the degree of matching, and which jurisdictions match our individual City classifications.

Moreover, BHR cannot survey for every classification and not every jurisdiction has our exact classifications, so we rely on “matches” with benchmark jobs, based on a comparison of the work. All DCTU classifications are linked to benchmark jobs, if not designated as a benchmark job.

- Although compensation data will be highly accurate, the validity of comparison to the market may vary.

- Information collected by BHR will be subject to review and made available to union representatives (except for copyrighted published survey information). All calculations will be labeled to explain elements included in the calculation. Efforts will be made to make the data and calculations as transparent as possible.

- Internal alignment of compensation within the City is also an important factor to consider as is recruitment and retention. (Internal alignment takes into account the proximity of compensation of one classification compared to others with comparable job evaluation factors, like duties and responsibilities, knowledge/skills/abilities, etc.)

- The market survey concept does not include changes to range structure.

- Both parties will need to manage expectations about the impact of the results of this survey, as completing the survey does not guarantee any increase in pay.

## 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 6.4 (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. Evaluations/Counseling does not apply except for 33.1 and 33.2.
34. Discipline and Discharge does not apply except as indicated.
35. Grievance Procedure applies except as limited by the provisions of Article 34.
36. Warrant of Authority. No change resulting from extending representation to temporary employees.
37. Savings Clause. No change resulting from extending representation to temporary employees.
38. Effective Date and Duration. No change resulting from extending representation to temporary employees.

Schedule A, sections 1-6 apply.

October 3, 1996 All Bureaus

**LETTER OF UNDERSTANDING**
**DISTRICT COUNCIL OF TRADE UNIONS (DCTU) and the City of Portland**

Notwithstanding the provisions of Article 26, Maintenance of Standards, the DCTU and the City of Portland have agreed to the following regarding the issue of parking during the collective bargaining for the July 1, 1995 through June 30, 1998 contract between the City of Portland and the DCTU.

1. The DCTU will monitor the progress of any city-wide committee appointed to work on issues of city-provided employee parking as a result of the new state "Eco" rules which will apply to employers in Oregon.

2. The City and the DCTU agree to bargain the impact of any decisions regarding city provided employee parking which are a mandatory subject of bargaining. The bargaining will be subject to the "mid-contract" bargaining provisions provided for under ORS 243.698.

March 14, 1989 All Bureaus

**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

February 1, 2007 Auditor

**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.

September 19, 1990 Environmental Services

**LETTER OF UNDERSTANDING**
**IBEW, Local 48 and Municipal Employees, Local 483 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, Local 483 and the IBEW Local 48 agree to the following alternate "stand-by" agreement:

   If the Bureau requires Local 48 or Local 483 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. Employees shall have the option of pay at the straight time rate or compensatory time computed at the straight time rate for the hours on “stand-by”. However, under no circumstances may an employee accrue more than eighty (80) hours of compensatory time off at any given time for any combination of overtime worked or “stand-by” hours. All other provisions of Article 9.2.3 and 9.2.4 of the DCTU Agreement in regard to compensatory time off shall continue to apply.

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.

October 3, 1996 Environmental Services

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

1. The Letter of Understanding dated February 17, 1993 dealing with "Assignment Rotation and "X" Shifts in the Treatment Branch of the Bureau of Environmental Services" is eliminated.

2. 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.

3. Six new work units for bidding purposes are created in Operations:
    1. Liquid Side
    2. Dry Side
    3. O&M
    4. Tryon Creek
    5. "B" Shift
    6. "C" Shift

4. 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.

5. The "X" shifts are eliminated.

6. 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.

7. 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 employee during his/her 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.

8. 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.

9. Management and plant employees, with union participation, will continue to collaborate on alternatives to address assignment of work issues including the possible merger of the classifications of Waste Water Operator I and II.

10. Classification specific changes:

   a. **Waste Water Operators I and 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 and Lab 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.

11. The City agrees to conduct a market survey on wages for the classification of Electrician, Instrument Technician, Storekeeper, Senior Storekeeper, Water Lab classifications and Waste Water Mechanic.

12. 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.

13. Employees in Section 10 b. above who will be moving from an 8 hour and 15 minute shift to an 8 hour and 30 minute shift will receive a one-time payment of $100.00 for each year worked under the 8 hour and 15 minute shift configuration, up to a maximum of $1,100.00. The calculation of years of service will be rounded up or down to the nearest whole year. The following employees will receive the following payments:

| Class | Title | Employee Name | Hired | Year | Payment |
|---|---|---|---|---|---|
| 409 | SENIOR STOREKEEPER | BORISCH, JEANNA L | 51288 | 8.3 | $800 |
| 410 | STOREKEEPER | COLLMAN, MARK D | 120792 | 3.8 | $400 |
| 410 | STOREKEEPER | LYLES, KENNETH F | 101091 | 4.9 | $500 |
| 410 | STOREKEEPER | MULLIGAN, SHARON A | 30587 | 9.7 | $1000 |
| 410 | STOREKEEPER | PATTERSON, STEPHEN L | 110791 | 4.8 | $500 |
| 410 | STOREKEEPER | SCHINDLER, VERNON L | 70194 | 2.2 | $200 |
| 1313 | AUTO EQUIP OPER III | RADOVICH, GEORGE N | 110967 | 28.9 | $1100 |
| 1313 | AUTO EQUIP OPER III | WAGNER, DANIEL J | 102593 | 2.9 | $300 |
| 1443 | PAINTER | CONNER, MELFORD E | 12287 | 9.7 | $1000 |
| 1453 | ELECTRICIAN | ANDERLY, SHAWN A | 51487 | 9.3 | $900 |
| 1453 | ELECTRICIAN | BOOTH, ROBERT D | 120893 | 2.8 | $300 |
| 1453 | ELECTRICIAN | CORRIE, THOMAS H | 81894 | 2.1 | $200 |
| 1453 | ELECTRICIAN | EVERHART, JESSE C | 101884 | 11.9 | $1100 |
| 1453 | ELECTRICIAN | HAMMOND, DONNA J | 32691 | 5.5 | $500 |
| 1453 | ELECTRICIAN | JACKSTADT, BRAD W | 41392 | 4.4 | $400 |
| 1453 | ELECTRICIAN | JENNINGS, JERALD L | 72795 | 1.1 | $100 |
| 1453 | ELECTRICIAN | POE, RONALD L | 50180 | 16.4 | $1100 |
| 1453 | ELECTRICIAN | REINHOLT, FREDERICK W | 91189 | 7.0 | $700 |
| 1453 | ELECTRICIAN | REMILLARD, DAVID E | 32091 | 5.5 | $500 |
| 1453 | ELECTRICIAN | STOVER, LOREN D | 82586 | 10.1 | $1000 |
| 1520 | MAINT MACHINIST | SESSLER, TIMOTHY D. | 123093 | 2.8 | $300 |
| 1812 | WASTE WTR MECHANIC | ANTHONY, JAMES L | 110970 | 25.9 | $1100 |
| 1812 | WASTE WTR MECHANIC | BANKS, CLARENCE J | 90993 | 3.0 | $300 |
| 1812 | WASTE WTR MECHANIC | BARRIO, RANDALL W | 102979 | 16.9 | $1100 |
| 1812 | WASTE WTR MECHANIC | BARTON, WILLIAM P | 91886 | 10.0 | $1000 |
| 1812 | WASTE WTR MECHANIC | BROWNING, ROBERT A | 72596 | 0.1 | $0 |
| 1812 | WASTE WTR MECHANIC | BUTCHER, WENDY L | 70292 | 4.2 | $400 |
| 1812 | WASTE WTR MECHANIC | DONALDSON, MICHAEL | 81194 | 2.1 | $200 |
| 1812 | WASTE WTR MECHANIC | FOLL, RICHARD W | 72574 | 22.1 | $1100 |
| 1812 | WASTE WTR MECHANIC | GORDON, LEONARD O | 40185 | 11.5 | $1100 |
| 1812 | WASTE WTR MECHANIC | GREEN, GERALD | 40990 | 6.4 | $600 |
| 1812 | WASTE WTR MECHANIC | HAMMOND, ROBERT C | 102876 | 19.9 | $1100 |
| 1812 | WASTE WTR MECHANIC | HARRIS, ROBERT A | 11882 | 14.7 | $1100 |
| 1812 | WASTE WTR MECHANIC | HILTON, HARRY M | 100185 | 11.0 | $1100 |
| 1812 | WASTE WTR MECHANIC | HOPP, RONALD P | 72177 | 19.2 | $1100 |
| 1812 | WASTE WTR MECHANIC | LAZARCIK, JAN | 72596 | 0.1 | $0 |
| 1812 | WASTE WTR MECHANIC | LEMKE, ELVIN B | 71395 | 1.2 | $100 |
| 1812 | WASTE WTR MECHANIC | LUDLOW, RICHARD J | 111695 | 0.8 | $100 |
| 1812 | WASTE WTR MECHANIC | MALDONADO, LAWRENCE | 111695 | 0.8 | $100 |
| 1812 | WASTE WTR MECHANIC | RICHARDSON, ALFRED M | 71591 | 5.2 | $500 |
| 1812 | WASTE WTR MECHANIC | SHERMAN, STEVEN E | 101074 | 21.9 | $1100 |
| 1812 | WASTE WTR MECHANIC | SMALLEY, MELVIN L | 102876 | 19.9 | $110 |
| 1812 | WASTE WTR MECHANIC | SOLOMON, JUNE M | 71591 | 5.2 | $500 |
| 1812 | WASTE WTR MECHANIC | STAHLNECKER, JAMES R | 110680 | 15.9 | $1100 |

| | | | | | |
|---|---|---|---|---|---|
| 1812 | WASTE WTR MECHANIC | STEFFANSON, DEAN E | 113095 | 0.8 | $100 |
| 1812 | WASTE WTR MECHANIC | STERLING, WILLIAM M | 90993 | 3.0 | $300 |
| 1812 | WASTE WTR MECHANIC | TAYLOR, GARY L | 22185 | 11.6 | $1100 |
| 1812 | WASTE WTR MECHANIC | TORRES, GILBERT A | 71591 | 5.2 | $500 |
| 1812 | WASTE WTR MECHANIC | VAN WART, STEPHEN D | 72880 | 16.1 | $1100 |
| 1812 | WASTE WTR MECHANIC | WALES, MATTHEW B | 122195 | 0.7 | $100 |
| 1812 | WASTE WTR MECHANIC | WHITE, RANDALL J | 102777 | 18.9 | $1100 |
| 1812 | WASTE WTR MECHANIC | WILSON, DONALD N | 91092 | 4.0 | $400 |
| 3260 | INSTRUMENT TECH | DALY, JOHN S | 32090 | 6.5 | $600 |
| 3260 | INSTRUMENT TECH | DEATHERAGE, STEVEN W | 121889 | 6.8 | $700 |
| 3260 | INSTRUMENT TECH | GILBERT, JEANNIE A | 91694 | 2.0 | $200 |
| 3260 | INSTRUMENT TECH | ISAACSON, GARY M | 31479 | 17.5 | $1100 |
| 3260 | INSTRUMENT TECH | KOMRAUS, RICHARD C | 60490 | 6.3 | $600 |
| 3260 | INSTRUMENT TECH | MATTSON, MARK G | 90391 | 5.0 | $500 |
| 3280 | WATER LAB TECH | DAHL, JASON R | 71896 | 0.2 | $0 |
| 3280 | WATER LAB TECH | DENNIS, KRIS A | 81991 | 5.1 | $500 |
| 3280 | WATER LAB TECH | FARKAS, ELIZABETH | 22894 | 2.6 | $300 |
| 3280 | WATER LAB TECH | HERRING, LOIS M | 82880 | 16.1 | $1100 |
| 3280 | WATER LAB TECH | HIGGINS, GARY W | 20372 | 24.6 | $1100 |
| 3280 | WATER LAB TECH | HIGGINS, SABRINA I | 102590 | 5.9 | $600 |
| 3280 | WATER LAB TECH | LARSEN, KERSTINE M | 42894 | 2.4 | $200 |
| 3280 | WATER LAB TECH | MATSON, JOHN W | 60176 | 20.3 | $1100 |
| 3280 | WATER LAB TECH | MYERS, RONALD A | 32894 | 2.5 | $200 |
| 3280 | WATER LAB TECH | SCHMIDT, RICHARD D | 102590 | 5.9 | $600 |
| 3280 | WATER LAB TECH | SMAALAND, RANDY D | 50781 | 15.4 | $1100 |
| 3280 | WATER LAB TECH | SUNDBERG, WILLIAM A | 62173 | 23.2 | $1100 |
| 3285 | WATER ANALYTICAL CHE | FAROOQUI, MARSHA L | 21793 | 3.6 | $400 |
| 3285 | WATER ANALYTICAL CHE | PALMER, TAMARA K | 10391 | 5.7 | $600 |
| 3285 | WATER ANALYTICAL CHE | SHACKELFORD, JENNIFER | 51895 | 1.3 | $100 |

June 12, 1997 Environmental Services

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

The District Council of Trade Unions (DCTU) and the City of Portland (City) agree to establish 4-10 work schedules in the Bureau of Environmental Services, Wastewater Group for the Pump Station Wastewater Mechanics (PS WW Mechanics), in accordance with Article 7.1.1 of the DCTU Labor Agreement. The schedule will consist of four consecutive ten-hour (4-10) days with three consecutive days off. In order to implement the 4-10 plan, the following conditions are mutually agreed upon:

1. The 4-10 schedule will apply to all Wastewater Mechanic positions assigned to Pump Station Maintenance.

2. Individual weekly 4-10 schedules will be established so that the number of PS WW Mechanics on a Monday through Thursday schedule, and the number on a Tuesday through Friday schedule is equalized to the extent practicable.

3. The City and the Union agree that this Letter of Understanding does not create or set a precedent.

4. The City or the Union can terminate this agreement on July 1 each year upon 30 days written notice to the other party. This agreement can be modified or terminated anytime with mutual agreement by both the City and the Union.

# LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City), on behalf of the Bureau of Environmental Services (Bureau), and Laborers' International Union of North America Local 483 (Union).

## Background

1. The Union is a signatory to the Labor Agreement between the City and the District Council of Trade Unions.
2. On June 29, 1998, the parties entered into a Letter of Understanding (LOU) addressing the manner in which the Wastewater Operators in the Operations and Maintenance work unit will replace other Wastewater Operators at the Bureau's Columbia Boulevard Wastewater Treatment Plant for short-term absences such as vacations, extended sick leave, etc.
3. The parties have determined the need to replace the LOU with a new agreement addressing the changes that have arisen in the intervening years. Based on this determination the parties agree to the following for the Special Operations Group (SOG) Relief Shift Operators (currently referred to as the Relief Pool) at Columbia Boulevard Wastewater Treatment Plant.

## Agreement

1. Operators in the Relief Pool are the designated first source of replacements for leave coverage including vacation leaves, sick leaves, dependent care, union leave or jury duties. If these assignments do not involve changing starting times or days off, the Bureau has the authority to utilize Monday through Friday "A" Shift Operators or the Relief Shift Operators. Both parties recognize that employees outside of the Relief Pool are assigned for coverage by seniority on a rotation basis.
2. There will be at least four (4) Relief Pool slots in SOG. Operators in Relief Pool slots will normally be assigned "A" shift, Monday through Friday.
3. The City will designate, in advance of the Open Bid, the specific number of slots within the SOG work unit to be in the Relief Pool slots for the bid year. During the period that this agreement is in effect, the parties agree that Operators bid into the Relief Pool slots.
4. Operators in the Relief Pool will receive a $2 per hour premium for all hours worked. They are not eligible for any other shift differential set forth in Article 8 of the Labor Agreement.
5. The Bureau will attempt to equalize the assignment of coverage by Relief Pool members.
6. It is the intention of al parties that Operators in the Relief Pool slots will be utilized under the following conditions:

a. Operators in the Relief Pool will be given a minimum of 24 hour notice of schedule changes affecting their starting times or days off.
b. Operators in the Relief Pool will be guaranteed a minimum of 10 hours off between shifts except (1) when the Operator has volunteered for overtime work; or (2) when the Operator is required for mandatory overtime work when the Bureau determines that minimum staffing requirement dictate and notice has been given as required by Article 9.1 of the Labor Agreement.
c. Changes in shifts for Operators in the Relief Pool shall be effective for not less than 40 work hours on the same assignment and may be sued to cover no more than two (2) consecutive shifts (e.g., A shift + B shift) when transitioning from the bid SOG schedule or from a Relief Assignment.
d. If items “a” through “c” are not met, then the first shift of eight (8) hours on the new schedule will be paid for at one and one-half (1.5) times the employee’s base rate.
e. Overtime will be paid according to guidelines set within the FLSA and conditions within this Letter of Agreement.
f. Once a Relief Pool member has completed a Relief Assignment, they may be assigned either to return to the SOG bid schedule immediately or have days off as deemed appropriate by the Supervisor.

7. This Agreement will be in effect from the date of its approval by ordinance by the City Council.
8. Either party may provide notice that it wishes to terminate this Agreement. Such notice will be given in writing to the other party at least 30 days prior to the annual open bid. If such notice is given, this Agreement shall no longer be in effect upon the implementation of the open bid.
9. The parties acknowledge that this Letter of Agreement has been crafted to address the special circumstances referenced herein. Therefore, the parties stipulate that the terms of this Letter of Agreement shall not establish any precedent whatsoever.

December 7, 1998 Environmental Services

**LETTER OF UNDERSTANDING**
**City of Portland and Municipal Employees, Local 483**

The Municipal Employees, Local 483 (Union) and the City of Portland (City) agree to establish 4-10 work schedules in the Bureau of Environmental Services, Wastewater Division, among the Wastewater Mechanics (WW Mechanics), in accordance with Article 7.1.1 of the DCTU Labor Agreement. The schedule will consist of four consecutive ten-hour (4-10) days with three consecutive days off. In order to implement the 4-10 plan, the following conditions are mutually agreed upon:

1. The 4-10 schedule will apply only to those Wastewater Mechanic positions at Columbia Boulevard where the current Mechanic, holding that bid position, voluntarily agrees to work the proposed 4-10 schedule.

2. Individual weekly 4-10 schedules will be established so that the number of WW Mechanics on a Monday through Thursday schedule, and the number on a Tuesday through Friday schedule is equalized to the extent practicable.

3. The City and the Union agree that this Letter of Understanding does not create or set a precedent.

The City or the Union can terminate this agreement on July 1 each year upon 30 days written notice to the other party. This agreement can be modified or terminated anytime with mutual agreement by both the City and the Union.

March 18, 1999 Environmental Services

**LETTER OF UNDERSTANDING**
**Municipal Employees Local 483**
**and the City of Portland**

This Letter of Understanding authorizes an alternative work schedule for employees in the Water Pollution Control Laboratory in the Bureau of Environmental Services.

This agreement calls for a bi-weekly schedule of four 8.5 hour days and one 6 hour day per week followed by the same schedule the following week for a bi-weekly pay period of 80 hours. This schedule and agreement is subject to the following conditions:

1. The new schedule shall be implemented on the first day of the pay period beginning April 1, 1999 and is subject to the bid process defined in Article 12. Transfer to the new schedule shall not be subject to the overtime provisions of the DCTU contract.

2. Overtime shall be paid when the employee works more than 8.5 hours or 6 hours, depending upon the normal length of their shift, and as otherwise as provided under Article 9 of the DCTU contract.

3. Pursuant to Article 7.1.3 of the DCTU contract, the City and Local 483 agree that 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 of the DCTU contract on the first day of the pay period. Transfer back to a new schedule shall not be subject to the overtime provisions of the DCTU contract.

4. The decision as to the number of alternate scheduling assignments positions under this agreement is solely that of BES.

5. This agreement does not set any precedent for any other group of employees within the DCTU bargaining unit working for the City of Portland and should not be considered as changing terms and conditions of the current DCTU contract.

November 24, 1999 Environmental Services

**LETTER OF UNDERSTANDING**
**Laborers Local 483 (Municipal Employee) and the City of Portland**

Laborers Local Union 483 (Municipal Employees), and the City of Portland (City) agree to establish 4-10 work schedules in the Bureau of Environmental Services, Wastewater Division, within the Operator and Mechanic classifications at the Tryon Creek Treatment Plant, in accordance with Article 7.1.1 of the DCTU Labor Agreement. The schedule will consist of four consecutive ten-hour (4-10) days with three consecutive days off. In order to implement the 4-10 plan, the following conditions are mutually agreed upon:

1. The 4-10 schedules will apply to only those positions so identified on the annual posted bid sheet. In addition to the usual shift description, the bid sheet will show:

   A. The hours and days to be worked.

   B. That each holiday taken will require the use of 2 hours of vacation time.

   C. These Ten-Hour Shifts may be terminated upon 30 days written notice by the Union or management. If these shifts are terminated, members will have bump rights within their classifications, by their seniority.

   D. Overtime, for these shifts, begins after ten hours of employment.

   E. Tryon Creek personnel may be required to “Stand By.”

2. The proposed shifts will be developed in cooperation with current Tryon Creek represented staff.

3. The City and the Union agree that this Letter of Understanding does not create or set a precedent.

February 28, 2000 Environmental Services

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

The District Council of Trade Unions (DCTU) and the City of Portland (City) agree to establish a limited term 4-9s work schedule in the Bureau of Environmental Services, Wastewater Group, for the Storekeepers, in accordance with Article 7.1.2 of the current DCTU Labor Agreement. In order to formally implement the plan, which was informally started by mutual oral agreements by Stores Management, DCTU and Storekeepers in the last pay period of 1998, the following conditions are agreed upon:

1. The 4-9s work schedule is open to all Wastewater Group Storekeepers.

2. The 4-9s work schedule is voluntary, and those Storekeepers not desiring to participate may decline to do so.

3. The 4-9s work schedule further may be suspended or ceased if either party feels it is necessary for continuity of operations or other criteria, in accord with Article 7.1.3.

4. Individual weekly 4-9s schedules have been developed by seniority and will be established and maintained so that individual leave requests and schedules do not impart a burden on staffing the Stores workgroup.

5. The City and the Union agree that this Letter of Understanding does not create or set a precedent.

April 19, 2000 Environmental Services

**LETTER OF UNDERSTANDING**
**Laborers Local 483 (Municipal Employees) and the City of Portland**
**(Bureau of Environmental Services)**

Laborers Local 483 (Municipal Employees) and the City of Portland agree to establish 4-10 work schedules in the Bureau of Environmental Services, Wastewater Group, Operations & Maintenance Division in accordance with Article 7.1.1 of the DCTU Labor Agreement. The schedules will consist of four consecutive 10-hour days (4-10) with three consecutive days off. In order to implement the 4-10 plan, the following conditions are mutually agreed upon:

1. The 4-10 schedule will apply only to those Wastewater Operator positions at the Columbia Boulevard Treatment Plant in the O&M Work Unit where the current Operator holding that position voluntarily agrees to work the proposed 4-10 schedule.

2. Individual weekly 4-10 schedules will be established by mutual agreement of Management and the O&M Work Unit with the understanding that operational needs will require a minimum of two operators on any weekend bid shift.

3. The City and the Union agree that this Letter of Understanding does not create or set a precedent.

4. On a quarterly basis, any employee of the O&M Work Unit may elect to work on a 4-10 schedule or on a 5-8 schedule.

5. The beginning of the 10-hour shift will be at 06:00 and the ending will be at 16:15. The morning and afternoon paid rest breaks are 15 minutes each. The paid lunch break is 30 minutes. Tasks permitting, rest breaks and lunch will be observed at the same times as the 8-hour shift employees.

6. On holidays, employees will be required to take two hours vacation or compensatory time in addition to their eight hours of holiday pay.

7. In order to avoid working an employee longer than 16 hours, certain overtimes for “C” and “B” shifts will not be offered. These overtimes are those that occur immediately preceding, during, and immediately following a participating employee’s workweek.

8. On a daily basis, when an O&M employee on the 4-10 schedule substitutes into the Biosolids or the Liquids Work Units, s/he will report back to the O&M work Unit upon being relieved by the “B” shift employee. The O&M employee will finish their work day with the rest of the O&M crew at 16:15.

9. When an O&M “pool” employee on the 4-10 schedule covers for a vacancy on “C” or “B” shift, s/he will observe the 5-8 schedule and all its contract definitions. Under no circumstances will an employee on a 4-10 schedule be offered anything less than 40 hours per week and 80 hours in a pay period.

10. Either party to this agreement may cancel the agreement with 30 days notice.

November 10, 2003 Environmental Services

**LETTER OF UNDERSTANDING**

This Agreement is between the City of Portland, Bureau of Environmental Services, and LIUNA, Local 483.

The purpose of this Agreement is to establish the process for the annual "open" bid provided for in the fourth paragraph of the October 3, 1996 Letter of Understanding, and to incrementally move the bidding period from December to July in order to correspond with the City's fiscal year.

The undersigned parties agree to the following:

A. There will be an annual open bid for Wastewater Operator II positions.

B. The bid will occur in January of 2004 and will take place in February 2005, March 2006, April 2007, May 2008 June 2009 and July 2010. Thereafter, the annual open bid process will continue to be initiated in each July until the letter of understanding is removed or contract modified.

C. Management will notify the Local 483 and Wastewater Group Operator IIs of the date the bid process will begin at least five (5) calendar days in advance.

D. Each Operator II will have two (2) hours to bid. Bidding will be done from 6:00 am to 6:00 pm. No additional notification will be done other than C. above. If an Operator fails to bid within their scheduled two-hour block, they will be passed over and assigned a shift by the Bureau.

E. Employees unable to bid in person during their scheduled work time may bid by written proxy to the lead operator on the appropriate shift.

F. The final results of the bidding process will be turned in to the appropriate posting manager no later than the seventh day after the start of the process.

G. The bid will be implemented as soon as practical, not to exceed thirty (30) days from the date of posting.

H. Bids other than the yearly open bid, i.e. vacancy bids, will follow the same format outlined in C through G above.

I. This Agreement becomes effective on the date signed by the last person executing this Agreement, and can be revoked by either party upon thirty (30) days written notice.

January 18, 2007 Environmental Services

**Subject: Wastewater Operator 2 Bid Procedure**

The following constitutes a procedure for conducting an Operator bid in BES according to the collaborative process employed and understanding reached between the City and Municipal Employees Local 483 on January 9, 2007. Local 483 requested that the open bid occur this year January. The City agrees to this one time change (the bid for 2007 is scheduled for February). The following does not constitute a modification to DCTU Labor Agreement language nor obligate the City to hold an "open bid" on any specific schedule other than restrict open bids from occurring more than once per year.

Definition of Terms:

*Vacancy bid* = a bid because someone left the classification or City service. The vacant shift will be filled by seniority.

*Vacation bid* = a bid for vacation. There are rules previously established and these will be posted with the bid

*Open bid* = a bid where no one has a shift until they bid one

Regardless of the type of bid, the following procedure will be followed when administering Wastewater Operator II bidding.

The City and local 483 shall work together to conduct Operator bidding in BES in the following manner:

Operator bids will be started in one of two circumstances:

- An open bid will start on the 4th Monday of January (or the Monday of the 4th week in whatever month thereafter that circumstances dictate).
- If it is a vacancy bid, the bid will start during the second week of training for the newest Operator in most cases if training has progressed as expected. In rare cases, there may be circumstances where new hires may need additional training that may delay the implementation of the bid.

Operator Bid Process
The City will provide five (5) calendar days' notice that an Operator II bid will be posted. Included with this notice is duties of work, Operator schedule of bidding, bid sheet with shifts, and any bidding directions. Wastewater Operators are responsible to ensure they have the information they need to make an informed decision. Duties of each work unit will be provided, however, there is no guarantee that it can cover all possible concerns and interests of individual employees. This is done by mail.

- An Operator bid will be posted on date above at 6:00 a.m.

- Local 483 Shop Stewards commit to facilitate the bid so that, within five (5) calendar days of posting, the bid will be complete and subsequently collected by an Operations Specialist.
- The assigned Operations Specialist will draft a bid implementation schedule within fourteen (14) calendar days of bid completion.
- The draft bid implementation schedule will be sent to the Business Manager for Local 483 for approval. The Business Manager or designee will approve the bid implementation schedule within three (3) calendar days.

If the timelines in the steps outlined above are met by each party, the bid should be able to be implemented (shifts and days off changed) within thirty (30) days after the bid was originally posted per the Labor Agreement.

Overtime will be paid only when required by FLSA pre the Labor Agreement. The workweek for all operators begins on Wednesday at 11:00 p.m. This complies with HR Rule 8.01.

Letters will be sent out with notice of new shift start date per the Labor Agreement.

Operators may bid (shifts and vacation) in person or by proxy.

The vacation bid will be done simultaneously with open bids.

Any vacancy created as a result of operator bid implementation will be covered by “O&M pool.”

June 18, 2007 Environmental Services

**LETTER OF AGREEMENT**

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

BACKGROUND

The East Side Combined Sewer Overflow Tunnel Project (ESCSO) has many characteristics that are not typical of Bureau projects inspected by Public Works Inspectors (Inspectors) represented by the Union. The project will require specialized mining and construction techniques that have been used just once previously in North America, and that was on the Bureau's West Side Combined Sewer Overflow Tunnel Project (WSCSO).

The tunnel is to be mined at 25 feet in diameter and will be six miles long. Concrete segments will be used to line the tunnel to an internal diameter of 22 feet. The work will be completed at 90 feet to 100 feet under the ground water table along the east side of the Willamette River. There will be a single access point at one shaft located at the Opera Site near the Oregon Museum of Science and Industry.

Inspectors will be required to work inside the tunnel and the tunnel-boring machine (TBM). The mining will take place 24 hours per day. Initially, it will be done five days per week, but could increase depending upon the progress of the project. The mining will last until approximately the summer of 2011.

With one access point to the tunnel, the Inspectors will remain inside of the tunnel for the duration of the shift. The Inspectors will perform time and motion recording for the development of reports, tracking all activities in the tunnel by the minute. Inspectors will have knowledge of how the TBM operates including slurry/soil separation, electrical, hydraulics, gauge readings, segment erection, grouting the annual space outside of the segments and TBM preventive maintenance.

AGREEMENT

1. Public Works Inspectors and Senior Public Works Inspectors will receive a premium of two dollars ($2) per hour for each hour of work when assigned to perform inspections inside the ESCSO tunnel, or train inside the ESCSO tunnel.

2. Performing inspections and training include the time spent traveling from the tunnel entrance to the mining or training site, and the time spent briefing and/or debriefing inside the tunnel entrance at the beginning and end of shifts.

This Letter of Agreement will sunset on August 1, 2011. The parties may elect to extend the time period, provided that they do so under a written supplemental Continuation Agreement.

The Agreement does not set any precedent.

This Letter of Agreement is effective upon approval by the City Council.

June 3, 2008 Environmental Services

**LETTER OF AGREEMENT**

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

BACKGROUND

Public Works Inspectors and Senior Public Works Inspectors assigned to the East Side Combined Sewer Overflow Tunnel Project (ESCSO) work in conditions that cause unusual wear and tear on the safety shoes they are required to wear. 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.

AGREEMENT

Public Works Inspectors and Senior Public Works Inspectors regularly assigned to the ESCSO will be reimbursed up to $135.00 for an additional pair of safety shoes on a replacement basis as needed, no more than two (2) pairs annually. Public Works Inspectors and Senior Public Works Inspectors will turn in worn out safety shoes as a condition to reimbursement for a new pair.

This Letter of Agreement will sunset on August 1, 2011. The parties may elect to extend the time period, provided that they do so under a written supplemental Continuation Agreement.

The Agreement does not set any precedent.

This Letter of Agreement is effective upon approval by the City Council.

February 28, 2011 Fire and Rescue

**Memorandum of Understanding**

The parties to this Memorandum of Understanding are the City of Portland (City) and International Association of Machinists and Aerospace Workers, District Lodge 24 (Union).

1. The Union is a member of the District Council of Trade Unions (DCTU).

2. The City and DCTU entered into a successor labor agreement for the period July 1, 2010 through June 30, 2013.

3. Schedule A (17) of the successor agreement provides of premiums totaling $160, $210 or $260 per month to employees represented by the Union who possess specific certifications from the National Institute for Automotive Excellence (NIASE).

4. These premiums are to be included in the regular rate for the payment of overtime which is calculated based on the total pay earned divided by the total houses worked in the FLSA workweek.

5. In order to determine the regular rate, the premiums will be earned on a weekly basis in the following manner: monthly premium times 12 months, divided by 52 weeks.

6. The monthly premiums will be allocated as follows:

   $160 monthly = $36.92 weekly
   $210 monthly = $48.46 weekly
   $260 monthly = $60.00 weekly

7. Qualifying employees will receive the premium in their biweekly paychecks.

**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. When a call back occurs based on this Letter, it will be paid in accordance with current contract language. However, under no circumstances may an employee accrue more than eighty (80) hours of compensatory time off at any given time for any combination of overtime worked or call backs covered under the terms of this Letter. All other provisions of Article 9 shall apply.

6. 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.

January 13, 1987 Management and Finance

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

The City and AFSCME, Local 189 reaffirm that Secretarial Assistant positions in the Office of Neighborhood Associations, Bureau of Maintenance, Bureau of Licenses and Fleet Management are represented by AFSCME, Local 189.

Please note that the Fleet Management position has been abolished since the original agreement in November 1985.

**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.

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 Licenses (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:

1. Greatest length of continuous service with the Bureau of Licenses; if a tie remains, then,
2. Greatest length of continuous service with the City; if a tie remains, then,
3. The highest score on the eligible list from which the appointment was made; if a tie remains, then,
4. The date and time of receipt of the application by the Bureau of Human Resources; if a tie remains, then,
5. 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 Licenses (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.

March 22, 2007 Management and Finance

**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.

February 28, 2011 Management and Finance

**Memorandum of Understanding**

The parties to this Memorandum of Understanding are the City of Portland (City) and International Association of Machinists and Aerospace Workers, District Lodge 24 (Union).

1. The Union is a member of the District Council of Trade Unions (DCTU).

2. The City and DCTU entered into a successor labor agreement for the period July 1, 2010 through June 30, 2013.

3. Schedule A (17) of the successor agreement provides of premiums totaling $160, $210 or $260 per month to employees represented by the Union who possess specific certifications from the National Institute for Automotive Excellence (NIASE).

4. These premiums are to be included in the regular rate for the payment of overtime which is calculated based on the total pay earned divided by the total houses worked in the FLSA workweek.

5. In order to determine the regular rate, the premiums will be earned on a weekly basis in the following manner: monthly premium times 12 months, divided by 52 weeks.

6. The monthly premiums will be allocated as follows:

   $160 monthly = $36.92 weekly
   $210 monthly = $48.46 weekly
   $260 monthly = $60.00 weekly

7. Qualifying employees will receive the premium in their biweekly paychecks.

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

The City and AFSCME, Local 189 reaffirm that Secretarial Assistant positions in the Office of Neighborhood Associations, Bureau of Maintenance, Bureau of Licenses and Fleet Management are represented by AFSCME, Local 189.

Please note that the Fleet Management position has been abolished since the original agreement in November 1985.

**LETTER OF UNDERSTANDING**
**Municipal Employees, Local 483 and the City of Portland**

**Golf Division Rest Period Provisions**

Upon signing of this Memorandum of Agreement by all parties below, the Bureau of Parks and Recreation and Municipal Employees, Local 483 agree to the provisions as follows:

1. The current District Council of Trade Unions Labor Agreement has certain rest period provisions as provided for in Article 7.3:

   7.3 Except in case of emergency, all employee's 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.

2. Upon signing of this Agreement, the Bureau of Parks and Recreation and Local 483 agree to the following clarifications of the rest period provisions of the labor agreement;

   This change will continue in force until otherwise provided for.

   The employees of the Golf Division within the Bureau of Parks and Recreation shall waive their morning 15 minute rest period to combine the time with their afternoon 15 minute rest period in order to take a 30 minute rest period in the afternoon.

   This clarification is necessary for safety reasons and the smooth operation of their work responsibilities. In order to ensure that employees perform golf maintenance duties under safe working conditions, they must stay ahead of the public who play on the golf courses. Taking a morning break may put them in danger of golf balls and may delay the smooth operation of their work responsibilities.

   Employees' work shift hours are standard day shift hours.

   Employees may not leave the work site before the end of their work shift.

August 5, 2003 Parks and Recreation

**LETTER OF UNDERSTANDING**
**Laborers Local 483 (Municipal Employees) and the City of Portland (Portland Parks & Recreation)**

This letter of understanding is intended to officially recognize the work schedule change for the crew of the Equipment Section.

The modified bi-weekly work schedule, instituted on May 31, 2002, in accordance with DCTU contract section 7.7.2 consists 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. Overtime rates will be paid for all hours worked beyond the employee's regular scheduled work days in the altered bi-weekly work schedule and for any work performed on the employee's scheduled days off and on holidays."

In order to implement this alternative schedule, the following conditions were mutually agreed upon:

- This alternative work schedule will only apply to the Equipment Section of Portland Parks & Recreation, Operations Division.
- When holidays fall on a regularly scheduled nine hour day, employees will be required to take one hour of no-pay, vacation or comp time in addition to their eight hours of holiday pay.
- Nine hours of vacation leave, sick leave or compensatory time will be deducted for absence on a regularly scheduled nine-hour day.
- The City and Local 483 agree that this Letter of Understanding does not create or set a precedent.
- Either party to this agreement may cancel the agreement with 30 days notice.

April 19, 2008 Parks and Recreation

**LETTER OF AGREEMENT**

The parties to this Agreement are Portland Parks & Recreation (PP&R) and District Council of Trade Unions (DCTU) members Laborers' International Union Local 483, 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.

October 24, 2008 Parks and Recreation

**LETTER OF UNDERSTANDING**

Altered Bi-Weekly Work Schedule
Portland Parks & Recreation
&
Laborers' Local 483

Pursuant to Article 7.1.2 of the DCTU labor agreement, Portland Parks & Recreation and Laborers' Local 483 mutually agree to allow PP&R Support Services, Carpenter Shop including Utility Workers to be assigned an altered bi-weekly work schedule which begins October 30, 2008. This agreement is subject to the following conditions:

The schedule will consist of four (4) consecutive nine (9) hour days, with three (3) consecutive days off, and five (5) consecutive work days of four (4) consecutive nine (9) hour days and one (1) eight (8) hour day, with two (2) consecutive days off. The nine (9) hour days will begin at 6:30 a.m. and end at 4:00 p.m.; the eight (8) hour day will begin at 6:30 a.m. and end at 3:00 p.m. The regularly scheduled day off will be Friday. Lunch period will be 30 minutes in length.

Schedule changes will commence October 30, 2008.

Pursuant to Article 15.2.1, the first holiday in a pay period which the employee receives under Article 15.1.1, excluding personal holidays, will be considered the eight (8) hour day in his/her bi-weekly schedule.

Pursuant to Article 9.1, overtime will be paid for all hours worked beyond an employee's regularly scheduled work day in the altered bi-weekly and for any work performed on an employee's regularly scheduled days off and on holidays.

Pursuant to Article 7.1.3, either party may cancel this Agreement at any time and for any reason upon thirty (30) days written notice to the other party. Employees will then revert to a shift schedule established by PP&R under Article 7.1.

March 3, 2009 Parks and Recreation

**LETTER OF UNDERSTANDING**

Altered Bi-Weekly Work Schedule
Portland Parks & Recreation
&
IBEW Local 48

Pursuant to Article 7.1.2 of the DCTU labor agreement, Portland Parks & Recreation and IBEW Local 48 mutually agree to allow PP&R Support Services, Electric Shop to be assigned an altered bi-weekly work schedule which begins March 5, 2009. This agreement is subject to the following conditions:

1. The schedule will consist of four (4) consecutive nine (9) hour days, with three (3) consecutive days off, and five (5) consecutive work days of four (4) consecutive nine (9) hour days and one (1) eight{8) hour day, with two (2) consecutive days off. The nine (9) hour days will begin at 6:30 a.m. and end at 4:00 p.m.; the eight (8) hour day will begin at 6:30 a.m. and end at 3:00 p.m. The regularly scheduled day off will be Friday. Lunch period will be 30 minutes in length.

2. Schedule changes will commence March 5, 2009.

3. Pursuant to Article 15.2.1, the first holiday in a pay period which the employee receives under Article 15.1.1, excluding personal holidays, will be considered the eight (8) hour day in his/her bi- weekly schedule.

4. Pursuant to Article 9.1, overtime will be paid for all hours worked beyond an employee's regularly scheduled work day in the altered bi-weekly and for any work performed on an employee's regularly scheduled days off and on holidays.

5. Pursuant to Article 7.l.3, either party may cancel this Agreement at any time and for any reason upon thirty (30) days written notice to the other party. Employees will then revert to the shift schedule described under Article 7.1., DCTU (2006/2010) Standard Shift Hours.

**LETTER OF UNDERSTANDING**

Altered Bi-Weekly Work Schedule
Portland Parks & Recreation
&
Laborers Local 483

Pursuant to Article 7.1.2 of the DCTU labor agreement, Portland Parks & Recreation and Laborers Local 483 mutually agree to allow City Nature, Urban Forestry Division, Maintenance Crews to be assigned an altered bi-weekly work schedule to begin April 29, 2010. This agreement is subject to the following conditions:

1 The schedule will consist of four (4) consecutive nine (9) hour days, with three (3) consecutive days off, and five (5) consecutive work days of four (4) consecutive nine (9) hour days and one (1) eight (8) hour day, with two (2) consecutive days off. The nine (9) hour days will begin at 6:30 a.m. and end at 4:00 p.m.; the eight (8) hour day will begin at 6:30 a.m. and end at 3:00 p.m. The regularly scheduled day off will be Friday. Lunch period will be 30 minutes in length.

2 Scheduled changes will commence April 29, 2010.

3 Pursuant to Article 9.1, overtime will be paid for all hours worked beyond an employee's regularly scheduled work day in the altered bi-weekly and for any work performed on an employee's regularly scheduled days off and on holidays.

4 Pursuant to Article 7.1.3, either party may cancel this Agreement at any time and for any reason upon thirty (30) days written notice to other party. Employees will then revert to a shift schedule established by PP&R under Article 7.1.

April 20, 2010 Parks and Recreation

**LETTER OF UNDERSTANDING**

Altered Bi-Weekly Work Schedule
Portland Parks & Recreation
&
DCTU, Local 483

Pursuant to Article 7.1.2 of the DCTU labor agreement, Portland Parks & Recreation and Laborers' Local 483 mutually agree to allow P&R City Nature East, Horticultural Services (Plant Production Group and Interagency Agreement Group) to be assigned an altered bi-weekly work schedule which begins April 29, 2010. This agreement is subject to the following conditions:

1. The schedule for most employees will consist of four (40) consecutive nine (9) hour days, with three (30 consecutive days off, and five (5) consecutive work days of four (40 consecutive nine (9) hour days and one (1) eight (8) hour day, with two (2) consecutive days off. The nine (9) hour days will begin at 6:30 a.m. and end at 3:00 p.m. The third scheduled day off on alternating weeks will be Friday.

2. There will be two different shifts to cover the weekends. One shift will be Tuesday through Saturday with every other Tuesday off. The other shift will be Sunday through Thursday with every other Thursday off.

3. Lunch period will be 30 minutes in length at 11:30 a.m.

4. Schedule changes will commence April 29, 2010.

5. Pursuant to Article 15.2.1, the first holiday in a pay period which the employee receives under Article 15.1.1, excluding personal holidays, will be considered the eight (8) hour day in his/her bi-weekly schedule.

6. Pursuant to Article 9.1, overtime will be paid for all hours worked beyond and employee's regularly scheduled work day in the altered bi-weekly and for any work performed on an employee's regularly scheduled days off and on holidays.

**LETTER OF UNDERSTANDING**

Altered Bi-Weekly Work Schedule
Bureau of Planning and Sustainability
and
AFSCME, Local 189

Pursuant to Article 7.1.1 and 7.1.2 of the DCTU Collective Bargaining Agreement, the Bureau of Planning and Sustainability (BPS) and AFSCME Local 189 (AFSCME) mutually agree to BPS to assign BPS employees to an altered bi-weekly work schedule. This agreement is subject to the following conditions:

1. Pursuant to Article 7.1.1, the "4 10" workweek shall consist of four (4) consecutive ten (10) hour work days, with three (3) consecutive days off.

2. Pursuant to Article 7.1.2, the "9-80" workweek shall consist of four (4) consecutive nine (9) hour days, with three (3) consecutive days off, and five (5) consecutive work days of four (4) consecutive nine (9) hour days and one (1) eight (8) hour day, with two (2) consecutive days off.

3. BPS management may assign BPS employees to alternative schedules as defined herein EFFECTIVE DATE.

4. Pursuant to Article 15.21., the first holiday in a pay period which the employee receives under Article 15.1.1 excluding personal holidays, will be considered the eight (8) hour day in his/her altered bi-weekly schedule.

5. Pursuant to Article 9.1 overtime will be paid for all hours work is performed outside of or in excess of the employee's established shift hours and for any work performed on an employee's regularly scheduled days off and on holidays.

6. Pursuant to Article 7.1.3, either party may cancel this Agreement at any time and for any reason upon thirty (30) days written notice to the other party. Employees will then revert to a shift schedule described under Article 7.1 Standard Day Shift Hours.

7. All other terms and conditions of employment shall be consistent with the DCTU Collective Bargaining Agreement.

June 20, 1980 Police

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

Notwithstanding the provisions of Article 8, as negotiated for July 1, 1980, represented positions in the Bureau of Police which are filled on a 24-hour, 7-days a week basis, will have a total shift length of 8 hours and 15 minutes. These shifts will provide for a half hour (1/2) lunch period. It is further provided that employees from the oncoming shift may relieve employees of the off-going shift.

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

In addition to the provisions set forth in Article 34 of the current working agreement, the 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.

**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.

April 10, 1985 Police

**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**

If there is a posted vacancy for a PCA position in the Police Bureau, it will first be given to the senior Police Bureau PCA bidding who was hired prior to 01/01/81.

If no Police Bureau PCA hired prior to 01/01/81 applies, then the position will be given to the senior PDT hired before 01/01/81 or Kathie Aust or Jeannie Ross if they bid according to their seniority.

If no PDT hired prior to 01/01/81 or Kathie Aust or Jeannie Ross applies, then the position will be given to the senior Police Bureau PCA hired after 01/01/81.

Kathie Aust, Jeannie Ross or PDT's hired prior to 01/01/81 will not be awarded any bid if it results in the layoff of a Police Bureau PCA. Kathie Aust, Jeannie Ross or PDT's hired before 01/01/81 will not be given a bid if there are Police Bureau PCA's on the layoff list.

These concepts will be administered according to the provisions of the Collective Bargaining Agreement.

It is hereby agreed that the people listed below may bid upon Police Bureau PCA positions according to the provisions set forth in this agreement. This agreement resolves all Dual Status grievances including the Gwen Grant grievance.

**EMPLOYMENT PRIOR TO 01/01/81**

| Police Records Specialist (PRS)<br>**Formerly PDT I** | Police Records Training coordinator (PRTC)<br>**Formerly PDT II** | Police Administrative Support Records Specialist (PASS)<br>**Formerly PCA** |
|---|---|---|
| Aust, Kathie (PDT status) (now a PASS) | Haugen, Debra (now a Bureau Admin. Manager) | Boeglin, Ada (now Admin. Supv. I) |
| Brant, Linda (now a PRTC) | Watkins, Ellen | Burrelle, Jackie (now ID Tech I) |
| Cassity, Nancy (now a PASS) | | Finn, Maureen (now I&R Spec.) |
| Kosloske, Carol (now a PASS) | | Gleeson, Mary Jane |
| Marschman, Eleni (now a PASS) | | Griffiths (Kelly), Cyndi |
| Noe (Stradley), Lynn (now a Program Specialist) | | Martinez, Arlene (now a PASS) |
| Pace (Gorsek), Jackie (now ID Tech I) | | McSwain, Beverly (now I&R Spec.) |
| Sparks, Julia (now a PASS) | | Nelson, Diane (now a PASS) |
| Vanderberg, Alfreda (now a | | Owen, Mary (now a Sr. |

| | | |
|---|---|---|
| PASS) | | PASS) |
| Winterfield, Diane | | Rust, Kim (now Admin. Supv. I) |
| | | Springstead (Wilson), Ramel (now a PASS) |

(Names and current classifications updated 10.22.2001.)

August 4, 1992 Police

**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.

October 22, 2001 Police

**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 UNDERSTANDING**
**IBEW, Local 48 and the City of Portland**
**Stand-by in Maintenance for Signal Electricians**

Due to revisions made in regulations governing overtime accumulation by Administrative Code, passed October 2, 1969, the signal electricians wish to revert to the original method of emergency call payment as outlined below:

| **Item** | | **Payment** |
|---|---|---|
| 1. | Monday through Friday 8:00 a.m. to 4:30 p.m. (1/2 hour for lunch) | Regular pay schedule. |
| 2. | Sundays and holidays 8:00 a.m. to 4:30 p.m. | 8 hours time off. |
| 3. | Stand-by time 4:30 p.m. to 8:00 a.m. 7 days per week, plus Saturdays 8:00 a.m. to 4:30 p.m. | 20 Hours |
| 4. | All emergency calls 4:30 p.m. to 8:00 a.m., 7 days per week. | 2 hours pay for each call. For each call exceeding 1 hour, time and one-half will be paid. |

This schedule will be effective with the payroll period of November 20, to December 3, 1969.

**LETTER OF UNDERSTANDING**
**Municipal Employees, Local 483 and the City of Portland**

As a result of meetings between union and management, certain pay and classification conditions have been determined by mutual agreement. This Letter of Understanding only covers Bureau of Maintenance, Department of Public Works.

| **Condition** | **Class or Pay Determination** |
|---|---|
| When driving a truck towing a Flow Boy | Automotive Equipment Operator II |
| When operating the trailer mounted control lever on the Flow Boy | Utility Worker I |
| When operating the oil spray bar on the Oil Distributor Truck | Utility Worker II |
| When working in a composite crew which has a Construction Equipment Operator I, a Utility Worker II may be used to operate a portable hand operated non-riding roller. | |
| When performing as a Slurry Mix operator. | Construction Equipment Operator, plus a premium of $1.00 per hour. |
| Paint Stripe Truck operator (permanent). | Automotive Equipment Operator I |
| Asphalt Rakers when working on a Paving Machine Resurfacing project. | A premium of $.45 per hour. |
| Asphalt Rakers or Utility Worker II's when assigned as a Skreed Operator on a Paving Machine or to operate a powered towed paver. | Automotive Equipment Operator I |

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

The City and AFSCME, Local 189 reaffirm that Secretarial Assistant positions in the Office of Neighborhood Associations, Bureau of Maintenance, Bureau of Licenses and Fleet Management are represented by AFSCME, Local 189.

Please note that the Fleet Management position has been abolished since the original agreement in November 1985.

**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.

2. The Parking Patrol Division shall continue the current practice of allowing Parking Patrol Deputies two paid 30 minute breaks per day, regardless of length of scheduled shift. Excluded are employees working shifts of less than eight (8) hours. (NOTE: Parking Patrol currently has one employee working five hour shifts.)

3. The Parking Patrol Division agrees that when an employee has exhausted all sick leave and the illness is documented by a physician, the employee may take "Leave No Pay" (LNP) for a full day sick, in lieu of using vacation pay.

4. All "travel time" in connection with employee lunches and breaks is eliminated with the exception that walking deputies will be allowed "travel time" (the amount specified by management for each route) if they take their lunch in the Parking Patrol Office. The union agrees that no grievance will be filed regarding this change.

5. The Parking Patrol Division will consider employee requests to postpone holidays based on staffing levels.

**MEMORANDUM OF UNDERSTANDING**

The parties to this Letter of Agreement are the City of Portland (City), on behalf of the Bureau of Maintenance (Bureau), and the Laborers' Local 483 (Union).

BACKGROUND

1. EPA regulations require a written response plan including response times associated with Sewer Overflows. An established, quick response time also reduces City liabilities associated with Sewer Overflows.
2. The Bureau and Union have an agreement compensating AEO II Vactor Operators assigned to the Sewer Cleaning Section in an on-call status using a stand-by pay provision. The stand-by pay provisions have been in place and effective since November 25, 2002 as allowed in the DCTU Agreement, Article 10.4.1.
3. The Bureau and Union agree that quick response, efficiency, and safety are aided by the assistance of a Utility Worker II during call-outs for Sewer Overflows.
4. The purpose of this memorandum is to provide for Utility Worker IIs assigned to the Sewer Cleaning Section in an on-call status using a stand-by pay provision, as allowed in the DCTU Agreement, Article 10.4.

AGREEMENT

1. If the Bureau requires represented 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.
2. 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 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.
3. The employee on stand-by must respond to the initial contact within one-half (1/2) hour, absent unusual circumstances.
4. Employees shall have the option of pay at the straight time rate or compensatory time computed at the straight time rate for the hours on stand-by. However, under no circumstances may an employee accrue more than eighty (80) hours of compensatory time off at any given time for any combination of overtime worked or stand-by hours. All other provisions of Article 9.2.3 and 9.2.4 of the DCTU Agreement in regard to compensatory time off shall continue to apply.
5. Notwithstanding any current or future side letters of agreement, or any practices, if any employee is 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.

6. All stand-by work associated with this memorandum will be related to Sewer Operations.
7. The Bureau and Union agree that either party may terminate this agreement at any time for any reason upon thirty (30) days written notice to the other party.
8. This Agreement is based on the particular facts of this situation and does not establish a precedent for addressing the same or similar situations in the future.

**MEMORANDUM OF UNDERSTANDING**

The parties to this Letter of Agreement are the City of Portland (City), on behalf of the Bureau of Maintenance (Bureau), and the Laborers' Local 483 (Union).

BACKGROUND

1. EPA regulations require a written response plan including response times associated with Sewer Overflows. An established, quick response time also includes City liabilities associated with Sewer Overflows.

2. On November 25, 2002, the Bureau and Union signed an agreement for a 90-day trial period agreeing to compensate AEOII Vactor Operators assigned to the Sewer Cleaning Section in an on-call status using a stand-by pay provision.

3. The stand-by pay provisions have been in place and effective since November 25, 2002 when a trial period was instituted, as allowed in the DCTU Agreement, Article 10.4.1.

4. The purpose of this memorandum is to extend the agreement between the Bureau and the Union that has been in effect since November 25, 2002.

AGREEMENT

1. If the Bureau requires represented 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.

2. 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 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.

3. The employee on stand-by must respond to the initial contact within one-half (1/2) hour, absent unusual circumstances.

4. Employees shall have the option of pay at the straight time rate or compensatory time computed at the straight time rate for the hours on stand-by. However, under no circumstances may an employee accrue more than eighty (80) hours of compensatory time off at any given time for any combination of overtime worked or stand-by hours. All other provisions of Article 9.2.3 and 9.2.4 of the DCTU Agreement in regard to compensatory time off shall continue to apply.

5. Notwithstanding any current or future side letters of agreement, or any practices, if any 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 (3) hours, they will not receive a second premium.

6. The Bureau and Union agree that either party may terminate this agreement at any time for any reason upon thirty (30 days written notice to the other party.

7. This Agreement is based on the particular facts of this situation and does not establish a precedent for addressing the same or similar situations in the future.

October 10, 2008 Transportation

**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.

July 13, 2009 Transportation

**LETTER OF AGREEMENT**

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Office of Transportation - Maintenance Operation (Bureau) and LIUNA Local 483 (Union).

BACKGROUND

Automotive Equipment Operator I employees with Hazardous Material endorsements, regularly assigned to fuel operations, work in conditions that cause unusual wear and tear on the safety shoes and rain gear they are required to wear. 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

Automotive Equipment Operator I employees regularly assigned to fuel operations will be reimbursed, upon proof of purchase, up to $135.00 for an additional pair of safety shoes and/or rain gear on a replacement basis, as needed, no more than twice annually. The affected employees will turn in worn out safety shoes and rain gear as a condition of reimbursement for replacement.

This Agreement does not establish any precedent.

This Agreement is effective upon approval by the City Council.

July 1, 1980 Water

**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.

February 18, 1986 Water

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

SUBJECT: Water Bureau Operations Division AEO II Policy

The parties agree that a Utility Worker may be assigned to operate the concrete saw.

A.E.O. II EQUIPMENT OPERATORS' SENIORITY

Assignment of all equipment operated by the AEO II classification will be by bureau seniority bid. The more senior employee will have the right to select the type of equipment he or she will operate. Operators will bid on the following equipment:

1. Dump trucks (with scoop and/or trailer);
2. Concrete Truck;
3. Crane Truck; and
4. Dump truck and scoop on construction site.

Once each year during December, every AEO II shall have the opportunity to list the equipment he or she prefers to operate in the order of preference. Effective January 1st equipment will be assigned in accordance with the seniority bid. If no one bids on a piece of equipment, then the least senior employee will be assigned to operate that equipment.

Any dump truck operator may be required to tow and operate a scoop or a trailer. Once assigned to a job, the project foreman and crew leader are responsible for directing the work of all personnel assigned to them. If more than one AEO II is assigned to one job, the least senior AEO II may be required to operate less desirable AEO II equipment.

Management will attempt to assign equipment to individuals by seniority whenever possible, but it is recognized that the work may require shifting personnel among similar equipment. When upgrades occur from other positions to AEO II on a temporary basis, it is recognized that those persons upgraded may have limited skills until they gain experience in operating all AEO II equipment. When the needs of the job require the skills of an experienced AEO II, the foreman or crew leader may require the least senior AEO II to operate the equipment, even though a temporary AEO II is present on the job. Wherever possible, the upgraded person will be requested to run less desirable pieces of equipment, provided that the needs of the operation can accommodate this.

Nothing in this Agreement is intended to modify any conditions of the current Labor Agreement.

C.E.O. EQUIPMENT OPERATORS' SENIORITY

Assignment of 690 Excavator and Construction Backhoe for the CEO classification will be by bureau seniority bid. The more senior employee will have the right to select the type of equipment he or she will operate. Operators will bid on the following equipment:

1. 690 Excavator
2. Construction Backhoe
3. Pool (All other equipment)

Once each year during December, every CEO shall have the opportunity to list the equipment he or she prefers to operate in the order of preference. Effective January 1st equipment will be assigned in accordance with the seniority bid. If no one bids on a piece of equipment, then the least senior employee will be assigned to operate that equipment.

The CEO assigned to operate the backhoe on construction may be required to operate the 690 when that operator is not available. It may also be required to temporarily reassign the construction backhoe operator to another job when job priorities require it.

Management will attempt to assign equipment to individuals by seniority whenever possible, but it is recognized that the work may require shifting personnel among similar equipment.

Nothing in this Agreement is intended to modify any conditions of the current Labor Agreement.

March 18, 1988 Water

**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.

April 12, 1988 Water

**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.

November 1, 1992 Water

**LETTER OF UNDERSTANDING**
**AFSCME, Local 189, Operating Engineers, Local 701 and the City of Portland**

This Letter of Understanding authorizes an alternative work schedule for Water Control Center (WCC) Operators and Headworks Operators in the Water Bureau. The schedule for WCC Operators calls for a bi-weekly rotation of 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. The schedule for Headworks Operators calls for bi-weekly rotation of three (3) twelve (12) hour work days, two (2) days off, one (1) twelve (12) hour workday, one (1) eight (8) hour workday This 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 Understanding serves to:

a. waive the provisions of Articles 7.1, 8.2, and 8.3 in the current Labor Agreement for Water Control Center Operators and Headworks Operators only. This Letter of Understanding does not affect any other employees within the DCTU bargaining unit; and

b. expressly waives the provisions of ORS 279.340 as provided for in ORS 279.342(5)(b).

For Water Control Center Operators, the shift differential pay will be in force on night shift. The night shift is a twelve (12) hour shift with a start time between 6:00 p.m. and 8:00 p.m. The night shift will receive six (6) hours of second shift upgrade and six (6) hours of third shift upgrade.

February 21, 2003 Water

**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.

June 29, 2005 Water

**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 an alternative work schedule for Water Security Specialists.

1. Ten (10) Water Security Specialists will have 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 No. 1 shall begin at the midpoint of the eight (8) hour day.

3. One (1) Water Security Specialist will have a workweek consisting of eight (8) hours per day, five (5) consecutive days per week.

4. 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.

5. Shift differential pay will be in force on night shift. The night shift is a twelve (12)-hour shift with a start time between 6:00 p.m. and 8:00 p.m. The night shift will receive six (6) hours of second shift differential and six (6) hours of third shift differential.

6. Holiday pay for employees with the work schedule described in NO. 1 above will be in accordance with Article 15.2.2.

7. Either party may terminate the schedule described in No. 1 above 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.

8. 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. 7, 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.

August 25, 2005 Water

**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 an employee only after his or her footwear have been inspected for wear and replacement authorized by his or her 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.

January 28, 2010 Water

**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, 2006 to June 2010.

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 $135.00 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 will sunset on August 1, 2012. The parties may mutually elect to extend this Agreement, provided they do so under the written supplemental Continuation Agreement.

3. This Agreement does not establish any precedent.

4. This Agreement is effective upon approval by City Council.

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IBEW, Local 48
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Machinists District Lodge No. 24
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Portland, OR 97202
Phone: 503-238-5550

Operating Engineers, Local 701
555 E. First Street
Gladstone, OR 97027
Phone: 503-650-7701

Plumbers Local 290
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