

LABOR AGREEMENT
BETWEEN
THE CITY OF PORTLAND
AND



LABORERS' LOCAL 483
RECREATION

JULY 1, 2013 TO JUNE 30, 2017

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LABORERS', LOCAL #483
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

PREAMBLE

This Agreement made and entered into this day of by and between the City of Portland, Oregon, hereinafter called the City, and Laborers', Local #483, Laborers' International Union of North America, hereinafter called the Union.

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

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.

1. RECOGNITION

1.1 The City recognizes the Union 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, and 1.1.7 below.

1.1.1 **Probationary Period:** For the purpose of this labor agreement, probation is defined as a 180-day period, excluding any period of time off exceeding one (1) week in duration. The probationary period may be extended for a period not to exceed ninety (90) days by mutual agreement between the City, the Union and the affected employee.

1.1.2 **Permanent/Probationary Employee:** Any employee who has permanent or probationary status as provided by the Personnel 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 one hundred forty (140) working days 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 Welfare, 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 shall be eligible as provided herein for Health and Welfare coverage the first of the month following the date of hire.

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 **Recreation Support Person: Employees** as defined herein shall be excluded from the bargaining unit covered by this Agreement. A recreation support employee shall be defined as an employee who is employed for a limited duration for up to 1,200 hours in a calendar year except as outlined:

For calendar year 2014 the City may employ up to 40 Recreation Support Persons for up to 1600 hours. For calendar year 2015 the City may employ up to 37 Recreation Support Persons for up to 1600 hours. For calendar year 2016 the City may employ up to 34 Recreation Support Persons for up to 1600

hours. For calendar year 2017 on the City may employ up to 31 Recreation Support Persons for 1600 hours.

Recreation Support Persons will normally be assigned to Recreation support 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 The City shall make available to a representative of the 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.

1.1.7 **Temporary Employee:** Any employee employed in a full-time budgeted position in a classification contained in Schedule A without permanent status with the City. This includes employment code 7 (full-time and job share). 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."

1.2 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 Union 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 the Union in writing of such claim and tenders the defense to the Union.

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 union within ten (10) calendar days after the payroll deduction is made.

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

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

4. MANAGEMENT RIGHTS

The City shall exercise sole responsibility for management of the City and direction of its 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 The City is committed to providing regular budgeted positions for bargaining unit members and does not intend to privatize its workforce. No employee shall lose 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 attrition or transfer of affected employees to comparable employment. This does not preclude layoff for other reasons including the termination of regular status employees for just cause.

6.2 Any work which is performed by bargaining unit employees shall not be contracted out unless there is a cost savings, an emergency, a statutory requirement, extreme risk, Capital Improvement Projects, work that is covered

by a warrantee, work that is proprietary, urgent work, limited work, or work that occurs during a peak load as defined in Article 6.3 and its subsections.

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

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

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

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

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

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

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

related emergencies and other emergencies.

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

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

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

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

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

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

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

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

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

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

Construction/Public Improvement projects with an estimated value between \$5,001 and \$100,000 and Goods and Services projects with an estimated value between \$5,001 and \$150,000.

- 6.4.2 The Union(s) shall have a reasonable opportunity to discuss projects subject to the formal contract solicitation process. A “reasonable opportunity” shall mean that the Union(s) may request a discussion of such contracts with applicable bureau staff members not more than ten (10) calendar days from the date the project transmittal form is sent to the Union(s). If no request is made within ten (10) calendar days, the Union(s) have waived their right to discuss the matter. If requested in a timely manner, the Union(s) and the City must meet within ten (10) calendar days of receiving the Union(s)’s request for a meeting.
- 6.4.3 The City will post solicitations for Goods and Services contracts over \$150,000 and Construction/Public Improvement contracts over \$100,000 on the City of Portland Online Procurement Center website (www.ebidexchange/cityofportland) for a minimum of fourteen (14) calendar days.
- 6.4.4 The City shall provide the Unions with an after-the-fact quarterly report showing the following contracted services: professional services, repair and maintenance services, non-capital improvements, and miscellaneous services.
- 6.4.5 The City shall provide the Unions with an after-the-fact quarterly report showing work contracted under the Prime Contractor Development Program.
- 6.4.6 The Union(s) may request a quarterly meeting with bureau staff to discuss information provided under 6.4. The first quarterly meeting in each fiscal year shall be designated as the Annual Meeting”. The purpose of the Annual Meeting shall be to discuss bargaining unit work contracted out in the preceding fiscal year.
- 6.5 **Article 6 Grievances.** The parties agree to establish a Labor-Management Grievance Review Committee. The purpose of such Committee shall be to review all grievances that allege breaches of Article 6 to determine if they

have merit. The Committee shall consist of two (2) Labor Representatives and two (2) Management Representatives.

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

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

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

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. In the event the starting or quitting time of any existing schedule is changed, the employee will be notified of the change in shift starting times or days off will be given prior to the end of the week before the week 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 Union 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 (2) 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 employees may request and the City and the Union may, by mutual agreement, initiate a workweek consisting of four (4) consecutive ten (10) hour days with three (3) consecutive days off. Overtime rates will be paid for all hours over ten (10) hours worked on any one day, for any work performed on the employee's three (3) scheduled days off and holidays.

7.1.2 Notwithstanding the work week set forth in 7.1 or 7.1.1, present practices of flexible scheduling shall continue as exempted from overtime. This means that in order to meet the needs of the bureau, an employee may occasionally be required to adjust their shift or schedule during a work week. In the event that an employee feels that a required adjustment of their schedule was not appropriate the parties agree that the Union and the City will meet to determine by mutual agreement what an appropriate adjustment of the shift or schedule would be in the future or the City may determine a schedule that will be subject to overtime as per Article 7.1.

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 cases 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.

8. SHIFTS

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

8.1 **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)

8.2 **Second or swing shift:** The second or swing shift shall be defined as any shift

which begins between 12:00 Noon and 6:59 P.M. An employee scheduled on the second shift shall receive a fifty cents (\$.50) per hour swing shift differential in addition to his/her regular hourly rate as set forth in Schedule A.

8.3 **Third or graveyard shift:** The third or graveyard shift shall be defined as any shift which begins between 7:00 P.M. and 4:59 A.M. Employees scheduled on the third shift shall receive a shift premium of seventy cents (\$.70) per hour in addition to their regular hourly rate as set forth in Schedule A.

8.4 The shift premium provided for in 8.2 and 8.3 above shall not apply when on vacation, sick leave or any other paid leave of absence. The shift premiums in 8.2 and 8.3 shall be paid to any employee working full overtime shifts; such premiums shall be used in computing the overtime rate, as required by Federal Law.

8.5 Employees whose eight (8) hour work shift is completed in a period of eight (8) hours shall be allowed a twenty (20) minute period to eat lunch on the City's time.

9. **OVERTIME**

9.1 Overtime at the rate of one and one-half (1-1/2) times an employee's established hourly rate as set forth in Schedule A shall be paid for all work performed outside of or in excess of an employee's established shift hours and on the employee's sixth and seventh day of work in any week and on holidays other than those falling on Saturday. Shift premiums will be included in overtime computations as required by Federal Law.

9.2 **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 carried over into the next fiscal year or, by mutual agreement, may be paid in cash. 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.

9.3 An 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.

9.4 No employee shall be required to begin his/her lunch period later than five (5) hours after the beginning of his/her shift. In the event it is not possible to allow a lunch period during such five (5) hours, the employee shall receive time and one-half for his/her one-half hour lunch period and shall also be allowed a reasonable opportunity to eat his/her lunch on the City's time.

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 his/her regular rate for eight (8) hours.

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. However, when any employee is required to work in excess of eight (8) hours in any work day, and the excess time is adjacent to the employee's regular work schedule, the employee will be paid time and one-half (1-1/2) only for the time worked in excess of eight (8) hours.

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). This premium does not apply if the split shift is at the request of the employee and with the approval of his/her supervisor. Time worked on the employee's sixth or 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 Union representative will meet and determine the appropriate compensation.

10.5 Any employee who is authorized to use his/her personal automobile in the course of his/her employment will be paid mileage reimbursement at the applicable IRS rate.

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

11. WORKING OUT OF CLASSIFICATION

11.1 Employees may be worked out of classification when it is necessary for the uninterrupted continuation of scheduled programs.

11.2 The City shall pay an employee assigned to a higher classification the minimum rate for that classification as provided in Schedule A or in the event his/her regular rate is higher than the minimum rate of the higher classification to which s/he is assigned, a rate three percent (3%) above such employee's regular rate. Such three percent (3%) differential shall be applied to the base rate until the employee attains the maximum rate.

- 11.2.1 If assigned to the classification at the beginning of the employee's shifts, s/he shall receive the higher rate for a minimum of four (4) hours, but if more than four (4) hours, s/he shall receive eight (8) hours. If an employee is assigned after the beginning of the shift and works four (4) hours or less, s/he shall receive a minimum of four (4) hours at the higher rate, and if s/he works more than four (4) hours s/he shall be paid the higher rate for the balance of the shift.
- 11.2.2 When it is necessary to work employees in a lower classification the City shall pay the employee his/her regular rate for his/her permanent classification.
- 11.2.3 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 Union 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.
- 11.3 When a Recreation Supervisor in charge of a facility is absent from work (on vacation, sick leave, leave of absence, etc.) for five or more consecutive work days (including holidays but excluding weekends), the City shall designate an employee as the person in responsible charge. A Recreation Coordinator I will receive a "lead" premium of 5% over their current hourly rate of pay commencing with the first day of the supervisor's absence.
- 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 layoff and recall of employees, 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 Reductions in force shall be accomplished by removing from the classification in Schedule A in which the oversupply exists the junior employee in that classification. An employee so removed shall be entitled to work in a lower classification in which s/he has held permanent status in the order of his/her seniority in that classification.
- 12.1.1 No layoffs or reduction to a lower classification shall be executed so long as there are temporary employees serving within the affected classification.
- 12.1.2 The City shall re-employ laid-off employees on a strict seniority basis for the classification from which the employee was laid off.
- 12.1.3 If two or more employees were employed in any classification on the same day, seniority shall be determined by their position on the eligible register at the time of their appointment.
- 12.1.4 On re-employment of laid-off employees the City shall notify the employee by certified letter, with a copy to the Union, mailed to his/her last known address. The employee shall have five (5) days to report his/her intentions to the City and shall report to work within two (2) weeks after notification by the City.
- 12.1.5 There are specialist subclassifications within some recreation classifications which have been specialty-tested or selectively certified for appointment. Employees appointed to positions identified as specialists shall bump only other specialists within the same specialty based on seniority within that specialty.

There are generalist subclassifications within some recreation classifications which have been generalist tested for appointment. Employees appointed as generalists shall bump only other generalists based on seniority.

- 12.2 Seniority shall continue and accumulate during approved leaves of absence in accordance with the provisions of the City Charter and 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 bidding.
- 12.2.1 Any employee who is promoted or permanently appointed from a certification list to a new position within the same department and fails to qualify for the new position shall be returned to his/her former classification with all the rights and conditions of employment s/he had in his/her former classification.
- 12.2.2 Within ninety (90) days of promotion or permanent appointment from a certification list, 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 must exist in the employee's former classification and bureau within six (6) months of the promotion.
- 12.2.3 The City agrees to make available to the Union upon request, copies of any personnel list the City maintains regarding seniority or classification changes.
- 12.3 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.
- 12.3.1 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 12.3.2, if fully able to do so. 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 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 Bureau of 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 Bureau of 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 Union and management participants by the Bureau of Human Resources and Risk Management.

- 12.3.2 A job which is vacant by reason of a compensable injury will be treated as a temporary vacancy for the first eighteen (18) months. 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.

13. HOLIDAYS

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

- 13.1.1 New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, 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. 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 they accrue. Failure to reach mutual agreement shall immediately refer the matter to the bureau manager.

- 13.1.2 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. 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. It is further provided whenever a holiday falls on an employee's regularly-scheduled day off; i.e., if the holiday falls on his/her first day off, the day before such holiday shall be considered as a holiday and paid for as such. If the holiday falls on his/her last regularly-scheduled day off, then the following day shall be considered as a holiday and paid for as such.
- 13.1.3 In operations that run a night shift and the operation is shut down on a holiday by mutual agreement between the supervisor and the union, employees will be allowed the choice of holiday eve as their holiday rather than the night of the holiday.
- 13.2 Eligible employees shall receive eight (8) hours pay for each of the holidays set forth above on which they perform no work. In addition to an employee's holiday pay s/he shall be paid at one and one-half (1.5) times his/her regular 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. It is further provided, if a holiday falls on an employee's regular scheduled day off, the employee is entitled to a postponed holiday with pay. 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.

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

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

These employees may elect, in writing before the holiday, to use either earned compensatory time or leave without pay instead of vacation for the difference between the eight hours holiday pay they receive under this article and their regular shift hours.

13.2.3 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 when 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 Union, discuss the case with them, and together shall render a decision. If no agreement is reached the matter may be referred to the Bureau of Human Resources office for review. The deliberation and decision shall be based upon both the following considerations:

13.2.3.1 Whether the absence would have been granted had prior approval been sought, and in addition;

13.2.3.2 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.

13.2.4 If a holiday is observed during an employee's vacation period, s/he may have his/her vacation lengthened (either before or after) for one day with pay or s/he may choose a deferred holiday with pay.

13.2.5 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.

14. VACATIONS

All employees shall receive vacations with pay as follows:

14.1 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

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

14.3 In computing total amount of service as used in 14.1 above:

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

- 14.3.2 Includes any time under temporary appointment in City service employment, employment by the Exposition-Recreation Commission, and the Portland Development Commission.
- 14.3.3 Includes absence because of an on-the-job injury up to one year.
- 14.3.4 Excludes time in City service for which the employee receives pension benefits.
- 14.4 Employees shall continue to earn vacation credit for:
 - 14.4.1 A cumulative period of one year because of time lost for each on-the-job injury, provided that the employee returns to work in accordance with the Municipal Code, Section 4.16.020 (b) (3). 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.
 - 14.4.2 Any authorized leave of absence where an employee continues his/her pay status.
 - 14.4.3 Any authorized personal leave(s) of absence not to exceed a cumulative total of thirty (30) days in any calendar year.
- 14.5 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 year's accumulation.
- 14.6 Vacation credits will not be available for use until the employee has completed one month of service. Whenever an employee with more than one month service is laid off or terminated, his/her vacation time shall be paid in a lump sum.

- 14.7 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 12. 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.
- 14.8 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 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.
- 14.9 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.

15. HEALTH AND LIFE INSURANCE

15.1 Labor/Management Benefits Committee.

The parties agree to the continuation of the city-wide Labor/Management Benefits committee. The committee will consist of 14 members. One member shall be appointed from each of the following labor organizations: the District Council of Trade Unions (DCTU), the Portland Fire Fighters' Association (PFFA), the City of Portland Professional Employees Association (COPPEA), AFSCME, Local 189 representing Emergency Communications Operators (BOEC), Municipal Employees, Local 483 representing Recreation Instructors (Recreation), Portland Police Commanding Officers Association (PPCOA) and the AFSCME Council 189 representing the Portland Housing Bureau (PHB). The remaining seven members shall be appointed by the city.

- 15.1.1 A quorum of 12 voting members is required for the committee to take action. An absent committee member may designate a substitute with full voting authority. Any committee member may invite one or more visitors to attend committee meetings.
- 15.1.2 The committee shall select its chairperson, who shall serve at the will of the committee.
- 15.1.3 In order to make a recommendation to the City Council, at least 12 committee members must vote in favor of the recommendation. The committee shall be responsible for establishing internal committee voting and decision-making processes.
- 15.1.4 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.
- 15.1.5 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.

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.

15.2 Benefits Eligibility

15.2.1 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.

15.2.2 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 of their separation from active employment. 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.

Following an authorized unpaid leave, a permanent part-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.

15.2.3 Medical, dental, vision and life insurance benefits may be denied to employees who are in a pay status for less than eighty (80) hours during a calendar month by the withholding of city-paid premiums for the subsequent month.

15.3 **City Contributions**

15.3.1 Effective July 1, 2013 through June 30, 2017 the City shall contribute ninety-five (95%) of the combined total medical, vision and dental rates adopted by City Council for the one-party, two-party, family enrollees (whichever applies) for each of the medical, dental and vision options provided. Each employee shall contribute five percent (5%) of the combined total medical, vision and dental rates adopted by the City Council for the one-party, two-party and family enrollees (whichever applies). Once plan rates for each benefit year during the Agreement have been adopted by the City Council, the respective City and Employee contribution amounts shall be communicated and the information forwarded to the Association.

15.3.2 Employees who elect only ODS or Kaiser NW dental benefits, without CityCore or Kaiser NW medical and without VSP or Kaiser NW vision coverage, will receive 100% contribution towards the dental plan of their choice.

15.3.3 The City shall pro-rate the cash payment and City contribution in 15.3.1, and 15.3.2 above for part-time benefits eligible employees based on the standard hours schedule (See Article 15.2.2).

15.3.4 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 employee contribution in Article 15.3.3, 15.3.6 and 15.3.7 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

15.3.5 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	\$152.72 per payday
	Two Party	\$121.90 per payday
	Family	\$94.90 per payday

15.3.6 Effective each year of the Agreement, the City contribution under 15.3.11 shall be adjusted to reflect the full annual percentage in the Portland Medical Care (CPI-W) as measured by the index for the 2nd half of the most recent calendar year and the 2nd half of the second most recent calendar year. However, in no event shall the contribution rate increase be less than two percent (2%) or greater than ten percent (10%).

15.3.7 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.

15.4 **Health Fund Reserves**

15.4.1 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.

15.4.2 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.

15.4.3 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.

15.5 **Retiree and Survivor Benefits**

15.5.1 The city shall make available to a retired employee, spouse (or domestic partner) and children, or to the surviving spouse (or domestic partner) and children, or to a surviving spouse or domestic partner, the same medical, dental, and vision benefits offered to active employees. The cost of the plans shall be borne by the retiree, surviving spouse, or surviving domestic partner. Such coverage shall be made available through the city until both the retiree and spouse (or domestic partner) reach age 65.

15.5.2 The city shall provide to the spouse (or domestic partner) and 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 dependent children until the spouse (or domestic partner) reaches age sixty-five or remarries (or establishes a new domestic partnership) and for each dependent child, until the lesser of age 19, 23 if a full-time student or date of the dependent child's marriage.

15.6 **Life Insurance**

15.6.1 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.

15.6.2 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.

15.6.3 The city shall make available supplemental life coverage on a voluntary, employee paid basis.

15.7 **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.

15.8 **Federal and State Health Legislation**

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

15.9 **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.

15.10 **Domestic Partners**

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

16. SICK LEAVE

16.1 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 thirty (30) 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, he/she 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. 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.

16.1.1 Pregnancy shall be considered an illness for the purposes of this Article. 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.

16.1.2 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 forty (40) hours of sick leave per year may be used as provided in this subsection. The employee may 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.

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

16.2 **Industrial Accident Leave**

16.2.1 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.

16.2.2 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 16.2.1 above.

16.2.3 Payments made by the City under subsections 16.2.1 and 16.2.2 shall not be charged to accrued sick leave.

16.2.4 If an employee exhausts all benefits in 16.2.1 and 16.2.2 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 he/she 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.

16.3 **Sick Leave Utilization Upon Retirement**

16.3.1 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.

17. FAMILY LEAVE

- 17.1 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 of 1993 and The Oregon Family Leave Act (ORS 659A.150 through 659A186), and as designated in the City's personnel rules and/or administrative procedures. For purposes of Family Leave, the City agrees that “spouse” includes “domestic partner”.
- 17.2 Some of the current standards of the Family Medical Leave law at the time this agreement was signed are outlined below for the convenience of users of this Agreement. Any subsequent changes in the law or the Administrative Rules will be incorporated into this Agreement. Specific rules and/or administrative procedures are available from bureau timekeepers or the Bureau of Human Resources.
- 17.3 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 16 except as indicated below in this article.
- 17.3.1 Notwithstanding the provisions of Article 17.3 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.
- 17.3.2 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.

- 17.4 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”):
 - 17.4.1 Such employee shall be allowed to use sick leave, vacation credits or compensatory time during the period of leave for the above purpose, as provided by State law.
 - 17.4.2 An additional period of unpaid leave or accrued vacation shall be granted upon request to extend the period to a total of 6 months.
- 17.5 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.

18. LEAVES

18.1 Funeral Leave:

- 18.1.1 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.
- 18.1.2 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 Division Head (or his/her designee).

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

18.1.4 When an employee attends a funeral ceremony for a fellow employee within his/her own department, s/he will be granted four (4) hours' time off with pay to attend such funeral ceremony, subject to the needs of the operation.

18.2 **Other Leaves:**

18.2.1 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.

18.2.1.1 After a personal leave of absence of longer than six (6) months, 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 laid off list in accordance with their seniority.

18.2.2 Authorized Union representatives, upon written requests from the Union, shall be given short term leaves of absence (less than thirty (30) days) without pay to transact business for the Union. The Union will cooperate with the City by controlling requests for such short term leaves to a maximum of two (2) employees off at any given time and in a manner which will minimize interference with the City's operations.

18.2.2.1 If, however, an employee covered by this Agreement is elected or appointed to an office in the Union requiring long term leave of absence from his/her duties with the City, s/he shall, upon two (2) weeks' written notice, be granted a leave of absence without pay for a period not to exceed four (4) years or 1 term whichever is less. When the employee's aforementioned leave expires, the employee may request to have his/her name placed on the laid-off list. Any employee placed on the laid-off list is subject to applicable Civil Service regulations. No more than one (1) employee from the Union may be on long

term leave at any given time. Employees returning from a Union leave under Section 18.2.2.1 must be employed for a period no less than six (6) months prior to requesting another leave.

18.2.3 After completing one (1) year of service, an employee upon request may be granted a leave of absence, without pay, for educational purposes at an accredited school, when it is related to his/her employment. The period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended at the request of the employee when necessary. One (1) year leaves of absence, with any requested extension, for educational purposes may not be provided more than once in any three (3) year period. Employees may also be granted leaves of absence with or without pay for educational purposes, for reasonable lengths of time, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, provided it does not interfere with the operation of the City.

18.2.4 Subject to 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.

18.2.5 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 they have been notified. The employee shall provide the bureau with copies of their orders when they receive them from the military.

19. JURY DUTY

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:

- 19.1 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.
- 19.2 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.
- 19.3 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.
- 19.4 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.
- 19.5 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.
- 19.6 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.

20. SAFETY - SANITATION

- 20.1 The City will exert every reasonable effort to provide and maintain safe working conditions, and the Union will cooperate to that end and support the City when 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.
- 20.2 The parties will encourage their members to work in a safe manner, will support efforts to change unsafe work habits of employees and recognize that disciplinary action may be imposed for just cause in matters involving violations of safety rules and procedures. To that end, there shall be no less than two recreation employees to serve on the Safety committee, one volunteer designated by the Union and one volunteer selected by the City. 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. Committee members shall serve a term of one (1) year or until replaced, but may not serve more that two (2) consecutive years. The functions of such committee shall be advisory only.
- 20.3 All work performed by the employees shall be governed by the provisions set forth in the Oregon State Safety Codes.
- 20.4 No employee shall be allowed to operate any vehicle or machinery which does not comply with the Safety Codes or the Laws of the State of Oregon.
- 20.4.1 Employees are not authorized to transport program participants in their personal vehicles.
- 20.5 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 Bureau or City's Safety Officer and if neither is available, the Oregon Occupational

Safety and Health Division, to request an immediate investigation of the matter.

- 20.6 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.
- 20.7 Any condition which the Union believes a violation of reasonable sanitation practices may be taken up through the grievance procedure at 31.5 Level Two.
- 20.8 **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.
- 20.9 No employee shall be allowed to work alone in a situation in which working alone is hazardous. In the determination of whether it is hazardous to work alone, the City's Safety Representative and the Union in the operation involved, shall meet to discuss and arrive at a mutual decision as to what constitutes such a hazardous condition when the question arises.
- 20.10 Each employee shall be required to wear such safety and protective apparel and devices as furnished by the City.
- 20.10.1 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.
- 20.10.2 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).

- 20.10.3 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.
- 20.11 Those employees reporting lack of a driver's license will be transferred to a non-driving position in the same or lower job classification. The employee, upon receipt of a valid driver's license, will be returned to normal duties. Such reporting shall have no bearing on whether there is just cause for discipline.
- 20.12 **Hazardous materials:** Employees required to handle hazardous materials in the course of their employment, shall receive instructions as to the safe procedures for the handling of such materials, in conformance with State and Federal regulations.

21. UNION REPRESENTATION

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

- 21.1 **Union Activities.** The parties agree to the primary principle that Union activities will normally be carried on outside of working hours. It is recognized, however, that there are reasonable limited deviations from this policy, such as posting of Union notices and distribution of Union literature, which do not require substantial periods of time. It is also recognized that from time to time it will be necessary for the investigation and settlement of grievances to be carried on during working hours. The shop steward or Union officer shall 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 or Union officer having direct responsibility for them.

- 21.2 **Shop Stewards:** It is recognized by the City that shop stewards are desirable for the proper administration of the terms of this agreement. The City also recognizes that it is desirable that the person designated as steward shall receive 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.
- 21.2.1 The Union shall have a right to take up any disciplinary action brought against a Shop Steward by the City as a grievance at Level Two of the grievance procedure, and the matter shall be handled in accordance with this procedure through arbitration, if deemed necessary by either party.
- 21.3 **Consultation, Negotiations and Meetings:** Consultation, negotiations and meetings with the City representative will be carried out at times mutually acceptable, and each party shall in good faith endeavor to perform such activities at a time which will not unreasonably inconvenience the other nor detract from the City's work operations. When such activities need to be carried on during working hours of the participants, such scheduled participants shall suffer no loss of pay for time actually spent in the activity 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 the City's time.
- 21.3.1 Meetings for the purpose of discussing disciplinary action under Section 30.1 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.
- 21.4 **Employee Rights.** The City agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the City or any City representative against any employee because of Union membership or because

of any employee activity in an official capacity on behalf of the Union, or for any other cause, provided that such activity shall not interfere with employees in the performance of their duties.

- 21.4.1 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.
- 21.4.2 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 Union. The Union and the City shall meet immediately on any rule or regulation which tends to be in conflict with this agreement. It shall also be the responsibility of the City to inform employees of all rules and regulations which affect him/her as an employee.
- 21.4.3 Employees will be informed when there is a vacancy. Employees who wish to transfer may submit such request in writing to the Recreation Director. Preference for transfer will be given to current qualified employees. When a transfer is being considered, the City shall withhold taking such action until the employee to be transferred and the Union are notified in order to provide a reasonable opportunity for discussion of the matter, including alternatives to transfer.
- 21.5 **Labor Management Committee.** The City and the Union shall each appoint not less than two (2) nor more than four (4) members to a Labor Management Committee. This committee shall meet when requested by either party at a mutually convenient time and place to discuss any matters pertinent to maintaining good employer-employee relationships. Each party shall advise the other at least two (2) working days prior to such meeting as to the subject matters to be discussed.
- 21.6 **Information Requests.** Any information requests made by the Union under this labor agreement or the Oregon Public Employees Collective Bargaining

Act will be charged at the applicable rate found in the City's Standard Fees for Public Records Requests in effect at the time of the request.

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

22. PAY DAY

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.

22.1 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.

23. STRIKES AND LOCKOUTS BARRED

23.1 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.

23.2 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.

23.3 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.

24. MAINTENANCE OF STANDARDS

24.1 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.

24.2 Notwithstanding the provisions of Article 24.1, the parties agree that the private use of public resources (e.g. facilities, services, equipment, tools, computers, technology, etc.) by individual employees is a matter of managerial discretion. The Union agrees that the City retains the right to establish policies governing the private use of City resources by employees and that the City may change, modify or discontinue these policies at any time, without further bargaining, with fourteen (14) days written notice. These policies shall not be subject to the grievance procedure.

25. WAGE SCALES

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

25.2 Before requesting the reclassification of any position, proposing a new classification, or abolishing any represented classification, the Bureau of Human Resources Director shall notify the Union of the proposed reclassification, creation or abolition, and discuss the effect thereof.

25.2.1 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.

25.3 **Reclassification.**

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

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

25.4 The Union recognizes that the Bureau of Human Resources Director and Civil Service Board have the sole authority to classify or reclassify positions. The above does not preclude the Union from monitoring the City's classification plan.

25.5 **Wage Rates for New Classifications.**

25.5.1 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.

25.5.2 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.

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

25.7 **PERS Pickup.** 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 238.330, as appropriate. Such "picked-up" or paid employee contributions shall be credited to employee accounts pursuant to ORS 238.200 (2) or ORS 238A.335, as appropriate, and shall be considered to be employee contributions for the purposes of ORS 238.200 or ORS 238A.330.

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.

26. EVALUATIONS/COUNSELING

26.1 Private discussions, evaluations or counseling may be used to review or evaluate employee performance or conduct and are not considered disciplinary action. Private discussions, evaluations or counseling are intended to acknowledge employee performance, identify standards of performance and behavior, and should result in reviewing employee progress in meeting identified standards of performance and behavior. Any evaluation system implemented by management shall be applied in a consistent manner to represented employees in a recreation work unit.

26.1.1 All employees during their probationary period will be given a minimum of three written evaluations with a copy to the employee and the Union at appropriate intervals. Nothing in this section shall limit management's right to terminate the probationary period.

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

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

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

27. UNEMPLOYMENT COMPENSATION

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

28. TRAINING SCHOOLS AND CONVENTIONS

- 28.1 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.

- 28.2 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.

- 28.3 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. Driver's License and endorsements are excluded from this provision.

- 28.4 The Union and the City mutually recognize the benefit of professional development for members of the Union. To accomplish this:
 - 28.4.1 The City shall fund a Professional Development account in the amount of \$15,000 for each fiscal year of this agreement.
 - 28.4.2 At the end of each fiscal year any unexpended monies will be returned to the City.
 - 28.4.3 Professional Development training must be paid for and commence prior to the expiration of this contract.
 - 28.4.4 Portland Parks & Recreation shall provide administrative assistance for the fund.
 - 28.4.5 Monies from this account may be used by an employee for any of the following, provided it pertains to their current position, or for another City position in their classification series or in reasonably related work:

- A. Fees and/or tuition to professional development seminars, classes, workshops and conferences.
- B. Travel, per diem, and other expenses associated with attendance at professional development seminars, classes and conferences.
- C. Books, tapes, videos and software that may assist the employee in his/her professional development. Items such as these must be turned over to the Bureau upon separation from the City.
- D. Licenses, certifications and professional dues not paid by the employee's bureau.

28.4.6 The account shall be administered by a four (4) member Professional Development Committee. Two (2) members of the Professional Development Committee shall be appointed by LL483 Recreation and two (2) members by the Director of Portland Parks & Recreation.

28.4.7 Portland Parks & Recreation will establish accounting procedures for the fund in accordance with all applicable Federal, State, and Municipal Laws.

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

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

Except for the City funding of this program, Article 28.4 is not subject to the grievance procedure.

Article 28.4 shall sunset upon expiration of this contract.

29. UNION BULLETIN BOARDS

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

30. DISCIPLINE AND DISCHARGE

30.1 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.

30.1.1 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 process.

30.1.2 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.

30.2 **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. 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.

- 30.3 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.
- 30.4 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.
- 30.5 Just cause provisions of this section do not apply to temporary employees, as defined in Article 1.
- 30.6 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.

31. GRIEVANCES, COMPLAINTS AND ARBITRATION

- 31.1 To promote better employer-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.

31.2 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.

31.3 **Procedure**

A. 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 step in the grievance procedure. The Union will advise the appropriate individual at the next step within a reasonable period of time.

B. 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.

C. 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.

31.4 **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 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.

31.5 Level Two -- Bureau Head/Bureau of Human Resources:

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, the bureau head and the Commissioner-in Charge as 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 21.2 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 and Commissioner-in-Charge or 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.

31.6 **Level Three -- Mediation**

A. If the Union is not satisfied with the Level Two disposition, 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.

31.7 **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 Mediation and 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.

32. WARRANT OF AUTHORITY

The officials executing this Agreement in behalf of the City and the Union signatory hereto hereby warrant and guarantee that they have the authority to act for, bind and collective bargain on behalf of the organization which they represent.

33. SAVING 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.

34. EFFECTIVE DATE AND DURATION OF AGREEMENT

This Agreement, effective July 1, 2013, shall remain in full force and effect until June 30, 2017. 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 Union agree that they will meet and discuss the economic impact and, by mutual agreement, will put forth a good faith effort to arrive at alternatives to a reduction in the work force.

For the City of Portland:

For the Union:

Charlie Hales, Mayor

Erica Askin, Laborers', Local 483

LaVonne Griffin-Valade,
City Auditor

Approved as to Form:

Matt Farley, Deputy City Attorney

SCHEDULE A
Rates Effective
July 1, 2014 to June 30, 2017

Job Class	Title	Entry	6 Months	1 Year	2 Year	3 Year
4322	Recreation Leader F.T.	\$14.32	\$16.71	\$17.70	\$19.14	\$20.67
4325	Recreation Coordinator I	\$20.35	\$22.23	\$23.63	\$24.31	\$24.95
4326	Recreation Coordinator II	\$21.60	\$23.63	\$24.95	\$25.83	\$26.59

YEAR ONE - Effective upon ratification by both parties, Schedule “A” wage rates will be revised as follows: Salary rates for classifications in Schedule “A” for the period July 1, 2013 to June 30, 2014 are to be increased by fifty percent (50%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index between the 2nd Half 2011 and the 2nd Half 2012) for the Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. Salary rates for classifications in Schedule “A” shall increase 0.9% effective August 29th, 2013.

YEAR TWO - Effective July 1, 2014, Schedule “A” wage rates will be revised as follows: Salary rates for classifications in Schedule “A” for the period July 1, 2014 to June 30, 2015 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index between the 2nd Half 2012 and the 2nd Half 2013) for the 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, 2015, Schedule “A” wage rates will be revised as follows: Salary rates for classifications in Schedule “A” for the period July 1, 2015 to June 30, 2016 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 2013 and the 2nd Half 2014) 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 FOUR - Effective July 1, 2016, Schedule “A” wage rates will be revised as follows: Salary rates for classifications in Schedule “A” for the period July 1, 2016 to June 30, 2017 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 2014 and the 2nd Half 2015) 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%).

Classifications & Related Specialties

4322 - Rec. Leader - F.T.	4325 - Rec. Coordinator I	4326 - Rec. Coordinator II
Aquatics	Aquatics	Adaptive & Inclusive
Community Music Center	At-Risk Youth Outreach	Aquatics
Customer Service Center Representative	Community Music Center	Asst. Building Director
Disabled Citizen	Customer Service – Support/Training	At-Risk Youth Outreach
Environmental Education	Disabled Citizen	Community Music Center
Generalist	Environmental Education	Education & Enrichment
Outdoor Recreation	Generalist	Fitness
Pottery	Multnomah Art Center	Generalist
Preschool	Pittock Mansion	Multnomah Art Center
Senior Recreation	Public Events Permit	Outreach Services
Tennis	Senior Recreation	Preschool
	Tennis	Public Events Permit
	Urban Parks	Senior Recreation
		Special Events & Marketing
		Sports

Recreation Classification/Compensation Survey and Seasonal Job Description Review

Timeline—Dates are approximate

- Assumptions
 - 4 year contract July 1, 2013 through June 30, 2017
 - Information available for successor contract bargaining.
 - Market survey information to use Fall 2015 data.

- Timeline
 - As early as August 2014 or as arranged
Bureau of Human Resources Community Service Site Team will work with Portland Parks and Recreation to review and update Seasonal Recreation Job Descriptions

 - As early as Fall of 2015 or as arranged
Bureau of Human Resources Classification & Compensation will review all Recreation Classifications, including specialties. The review will include updates/clarifications of Classification Specifications and a market compensation study.

 - Calendar year 2016
Classification & Compensation and the Community Service Site Team will combine information from the Seasonal Job Descriptions review and the Recreation Classifications review and make it available to both the City and Laborers Local 483 for 2017 successor negotiations.

Elements of Market Survey:

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

- Indication of differences 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 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 Recreation-represented classifications without permanent status with the City, who are represented as provided for by Article 1.1.7, 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 Recreation Support Person 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.
 10. Reporting Pay applies.
 11. Working Out of Classification applies.
 13. Holidays applies.
 14. Vacation applies, except for 14.7 (vacation selection) and 14.8 (vacation cancellation).
 15. 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).
 16. Sick Leave applies, except that 16.2 (Industrial Accident Leave) is limited to what is allowed at the time of the ratification of the successor to the 1988-92 contract.
 17. Family Leave applies, except for 17.4 (Return from Parental Leave up to six months) does not apply.
 18. Leaves applies, except for: 18.2.2 through 18.2.3 Union Leave does not apply.
 19. Jury Duty applies only as indicated.
 20. Safety-Sanitation applies except for 20.11 (right to non-driving position if drivers' license is

lost).

21. Union Representation applies except for 21.4.3 (preference for transfer).
22. Payday applies.
23. Strikes and Walkouts Barred applies.
23. Maintenance of Standards applies; however, the standards for temporaries may vary from that which applies to employees with permanent status.
24. Wage Scales applies, but some provisions are not relevant.
26. Evaluations/Counseling does not apply except for c and d.
27. Unemployment Compensation applies.
28. Training, Schools and Conventions applies.
29. Union Bulletin Boards. No change.
30. Discipline and Discharge does not apply except as indicated.
31. Grievance Procedure applies except as limited by the provisions of Article 30.
32. Warrant of Authority. No change resulting from extending representation to temporary employees.
33. Savings Clause. No change resulting from extending representation to temporary employees.
34. Effective Date and Duration. No change resulting from extending representation to temporary employees.

Schedule A, Section 1 applies.

Memorandum of Agreement
City of Portland and Municipal Employees Local 483 (Recreation)
Expanded Transfer Agreement

1. Recreation employees represented by Municipal Employees Local 483 (Local 483) shall be eligible to participate in the attached Expanded Transfer Program recently adopted by the Portland City Council.
2. Local 483 agrees that the City retains the right to change, modify or discontinue this program at any time, without further bargaining, with fourteen (14) days' notice.
3. If the City changes or modifies the program, Local 483 retains the right to terminate this agreement at any time for any reason upon fourteen (14) days written notice to the City's Human Resources Director. Notwithstanding discontinuation, change or modification of this program, employees transferred under this agreement retain their rights to the transferred position and all rights under the Recreation contract.
4. This agreement does not modify or otherwise alter any of the rights employees have under the Recreation contract.
5. This agreement is effective immediately upon signature by the City of Portland Human Resources Director and Local 483 Spokesperson Jim McEchron.

For the City of Portland:

Yvonne L. Deckard, Director
Bureau of Human Resources

For Local 483 (Recreation):

Jim McEchron, Business Manager
Municipal Employees Local 483

Program Area 1b: Alternative Employment Programs--Expanded Transfer

Purpose	Create potential employment opportunities for employees.
Program Administration	Bureau of Human Resources
Employee Eligibility	Any permanently appointed full-or part-time non-represented employee or represented employee whose bargaining unit has negotiated expanded transfer into their contract. Expanded Transfer may be made available by City Council to all City employees in response to a fiscal emergency or other decrease in revenue sources.
Approval Authority	Human Resources Director
Funding Source	Bureau, except as noted below in “Bureau Incentive”.
Program Elements	<ul style="list-style-type: none"> • During periods of fiscal emergency as determined by the City Council, employees would have greater flexibility to transfer, and bureaus would be required to offer vacancies to qualified employees before being able to consider hiring from outside of the City workforce. • While this transition program is in effect, the expanded transfer process will attempt to re-deploy employees in at-risk positions. Once an at-risk position has been identified, the Bureau of Human Resources will assess the affected employee’s KSA’s (knowledge, skills and abilities). The Bureau of Human Resources will identify declared vacancies suitable for expanded transfers. • A posted, City-wide competitive process is used for selecting the employee for the position,

	<p>unless waived by the HR Director because an employee (“impacted employee”) whose position is being eliminated or is being bumped as a result of the elimination of a position has applied for the transfer.</p> <ul style="list-style-type: none">• If an impacted employee has applied for an expanded transfer, the bureau with the vacancy must interview the impacted employee and make a hiring decision before interviewing anyone else.• Any employee who transfers to a different job class or to a different bureau, via Expanded Transfer, must complete the applicable probation period. In the event this probation period is not completed, the employee shall return to a vacancy in the former job class in the former bureau. If no vacancy exists, the employee shall be subject to the Personnel Rules on lay off and recall or the applicable labor agreement.• Employees may transfer to any job classification which has a maximum rate of not more than 20% above <i>or</i> below the maximum rate of the job class from which they transfer.• If an employee utilizes this process during times of fiscal emergency, reduction in City revenues or City-wide reorganization to transfer to a classification with a lower maximum salary, the employee's salary will be redlined for one year. The expense of the redlined salary will be the responsibility of the bureau accepting the transferred employee. (Redlining a salary occurs when an employee is moving to a classification with a maximum salary that is lower than the employee's current salary and the organization
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	<p>wants to keep the employee whole for a specified period of time. When a salary is redlined, it remains at the current level for a specified period of time. If the salary range of the classification for that position increases due to COLAs, the redlined salary does not receive those increases until/unless the salary range surpasses the redlined salary.)</p> <ul style="list-style-type: none">• Redlining is only available in conjunction with Council declaration of fiscal emergency, reduction in City revenues or City-wide reorganization.
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