LABOR AGREEMENT
BETWEEN
THE CITY OF PORTLAND
AND
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA (LiUNA) LOCAL 483, PORTLAND CITY LABORERS

JULY 1, 2017 TO JUNE 30, 2021

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Preamble

This Agreement, made and entered into this 1st day of July 2017, by and between the City of Portland, Oregon, hereinafter called the City, and the Laborers' International Union of North America (LiUNA) Local 483 / Portland City Laborers, 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, political affiliation, or any other legally protected classification. The Union shall share equally with the City the responsibility for applying this provision of the agreement. Nothing in this section, however, shall be construed to prohibit actions taken because of bona fide job qualifications.

1. Recognition

1.1 The City recognizes the Union as sole collective bargaining agent for all employees of the City in all classifications contained in Schedule A, B and C of this agreement, as defined in sections 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5, 1.1.6, and 1.2 below.

1.1.1 **Probationary Period.** For the purpose of this labor agreement, probation is defined as a six (6) month period from the date of hire, excluding any period of time off exceeding one (1) week in duration. For example, an employee hired on January 7 would complete their probationary period at the end of their shift on July 7. The probationary period may be extended for a period not to exceed three (3) months by the City and the affected employee. The Bureau will provide notice to the Union of a probation extension.

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

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

1.1.1.3 The City shall endeavor to provide the Union with a copy of an employee's resignation, layoff, or separation notice.

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

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, B and C. Permanent part-time employees will be hired from the Civil Service register. The probationary period of permanent part-time employees will be approximately nine (9) months from date of hire and step pay increases will be computed on the basis of hourly equivalence.

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

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

Part-time employees will accrue seniority on the basis of regular hours paid and approved unpaid leaves of absence 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, B and C. The tenure for an Emergency Employment employee will be no longer than the period for which their employment is funded. Emergency Employment employees shall have seniority only within their own group during their limited term of employment.

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

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

Seasonal workers will normally be assigned to common labor jobs and will not normally be up-graded to classifications covered by the contract except on an incidental basis as required by day-to-day work flow. Nothing in this Agreement will be construed to limit the City's right to hire additional personnel in emergencies beyond the City's control.

1.1.6 **Temporary Employee.** Any employee employed in a full-time budgeted position in a classification contained in Schedule A, B and C without permanent status with the City. Recognition under this section shall not detract from any

rights or benefits already pertaining to the employee, by virtue of their permanent status in some other classification with the City. Contract rights for temporary employees are as provided in Schedule "B".

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

1.2 **Rehired Retirees.** The number of hours paid by a PERS covered employer to a PERS Tier One/Two retiree may not total 1040 hours or more in a calendar year. The number of hours paid by a PERS covered employer to an OPSRP Pension Program retiree may not total 600 hours or more in a calendar year. Returning retirees are responsible for ensuring they do not exceed these limits in a calendar year. Rehired Retirees will be able to request current hours from bureau timekeepers. Provisions of HR Administrative Rule 3.06 shall apply. The only Articles in the Collective Bargaining Agreement that shall apply to rehired retirees shall be Article 1: Recognition, Article 2: Union Security, Article 3: Dues Checkoff and Schedule A.

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

1.3 Prior to any merger or consolidation of any division, bureau or department by the City with any government agency, the City shall notify and consult with the Union. 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.

1.4 **Recruitment Incentives.** Based upon bona fide recruitment need, the initial permanent appointment to a classification may be at a rate up to the midpoint of the assigned range, if approved by the director of the bureau. If the midpoint of the range is not on a step, the appointment shall be to a step below the midpoint.

Initial permanent appointment above the midpoint of the assigned range may be made with the approval of the Director of the Bureau of Human Resources.

Permanently appointed new employees in key or special recruitment positions may be credited for prior professional service by placement at the appropriate step of the vacation accrual table contained in Article 16 of this Agreement, when authorized by the Commissioner-in-Charge. Once placed on the schedule noted above, future service with the City shall count normally towards additional vacation accrual rates.

When authorized by the Commissioner-in-Charge, a permanently appointed new employee in a key or special recruitment position may receive a one-time crediting of forty (40) hours of vacation upon appointment or after completion of the probationary period. The forty (40) hours of vacation are available to the employee to use upon credit.

If a bureau wishes to utilize one or more of the above recruitment incentives, the bureau will notify the LiUNA Local 483 Business Manager, or their designee. The Business Manager, or their designee, will have one (1) business day (24 hours) to veto the bureau's decision. If the bureau does not receive a response from the Union, the bureau may proceed with the recruitment incentive(s).

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 their fair share of the cost of negotiating and administering the labor agreement. If the employee is a member of a church or religious body which has bona fide religious tenets or teachings which prohibit such employees from being a member of or contributing to a labor organization, such employee shall pay an amount of money equivalent to regular Union dues and initiation fees and assessments, if any, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and Union. The employee shall furnish written proof to the City that this has been done.

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.

Employees who are current members of the Union at the signing of this Agreement or who sign a Union membership card subsequent to the signing of this Agreement shall maintain their Union membership. However, there shall be a five (5) day window period each year during which the employee may drop their membership without penalty and become subject to the fair share agreement. The five (5) day window period shall commence on the first Monday in March. Employees who want to drop union membership must submit an official "LiUNA Local 483 Membership Termination Agreement" expressing their desire to leave union membership.

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 LiUNA Local 483 in writing of such claim and tenders the defense to LiUNA Local 483.

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. The amounts deducted shall be transmitted monthly to the Union 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 their 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, B, and C.

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 their 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 warranty, 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. 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 Union with copies of project transmittal forms for Construction and Goods and Services contracts that are solicited using the formal and informal/intermediate contract solicitation processes.

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

6.4.2 The Union shall have a reasonable opportunity to discuss projects subject to the formal contract solicitation process. A "reasonable opportunity" shall mean that the Union 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. If no request is made within ten (10) calendar days, the Union has waived its right to discuss the matter. If requested in a timely manner, the Union and the City must meet within ten (10) calendar days of receiving the Union'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 Union 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 Union with an after-the-fact quarterly report showing work contracted under the Prime Contractor Development Program.

6.4.6 The Union 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 Representatives' 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. Work Schedules and Workweeks

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

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

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 consecutive days off between schedules, the first day of the changed weekly schedule shall be paid for at time and one-half.

7.1.1 Notwithstanding the workweek set forth in 7.1 above, the City and the Union may, by mutual agreement, initiate a workweek consisting of four (4) consecutive ten (10) hour days with three (3) consecutive days off. To address specific needs of the Bureau or employee, the parties may agree to a schedule with two consecutive days off and one non-consecutive day off. Overtime will be paid in accordance with Article 9 of this Agreement.

7.1.2 It is further agreed, the City and the Union may by mutual agreement, initiate an altered bi-weekly work schedule consisting of four (4) consecutive nine (9) hour days, with three (3) consecutive days off and five (5) consecutive work days consisting of four (4) consecutive nine (9) hour days, and one (1) eight (8) hour day with two (2) days off. To address specific needs of the Bureau or employee, the parties may agree to a schedule with two consecutive days off and one non-consecutive day off. Overtime rates will be paid in accordance with Article 9 of this Agreement.

7.1.3 The City and the Union agree that either party may terminate a schedule created under 7.1.1 or 7.1.2 at any time for any reason upon thirty (30) days written notice to the other party. The employee(s) will then revert to a shift schedule established by the bureau under Article 7.1.

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

For example: The workweek for the bi-weekly work schedule described in Article 7.1.2 consisting of four (4) consecutive nine (9) hour days, with three (3) consecutive days off and five (5) consecutive work days consisting of four (4) consecutive nine (9) hour days, and one (1) eight (8) hour day with two (2) days off would cut the eight hour day in half, so that four hours go into each workweek for a total of 40 per week.

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

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

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

Employees shall maintain their right to their regular shift and may be transferred to their normal shift at the end of the emergency without penalty, provided they have at least an eight (8) hour rest period. If the rest period is not provided, then

the City shall pay the employee the overtime rate for the first shift of their regular schedule.

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

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

8 Shifts

8.1 Shifts shall be defined by the following starting times:

Shift	**Starting no earlier than:**	**and no later than:**
Day	5:00 AM	11:59 AM
Second/Swing	12:00 PM	6:59 PM
Third/Nights	7:00 PM	4:59 AM

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

Day Shift. Present practices as to day shift starting times shall be maintained provided that the City may change such starting times (subject to requirements of Article 7.1) with notice to the Union. Changes may be made outside the above listed hours upon mutual agreement between the City and the Union.

8.2 An employee scheduled on a second, third or relief shift shall receive the following shift differential in addition to their regular hourly rate as set forth in Schedule A, B and C for all hours worked on the second, third or relief shift:

Shift	
Second/Swing	$1.50
Third/Graveyard	$2.00
Relief	$2.00

8.2.1 Shift differential shall be adjusted to reflect the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Portland-Salem, OR-WA (as measured by the annual change in the index between the 2nd Half two (2) years previous and the 2nd Half of the previous year), published by the Bureau of Labor Statistics, U.S. Department of Labor.

8.3 Overtime rates shall apply to work performed by an employee before the regular starting time and after the regular quitting time of the shift on which that employee is regularly employed unless work performed outside the regular

work day results from unpaid absence during the regular work day for personal reasons.

8.4 Employees transferred from a regularly scheduled day shift to another, unless relieved from work at least ten (10) hours before their new shift, shall be paid overtime for the first such new shift worked. This section shall not apply to those employees covered under sub-section 8.5 of this Article. Each employee shall be assigned to a regularly-scheduled workweek and shift unless changes are made by mutual agreement between the City and the affected Union.

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

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

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

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

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

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

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

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

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

9. Overtime

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

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

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

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

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

9.2.1 A record of overtime hours worked or offered to each employee shall be maintained in each work unit for each month and available upon request. In work units consisting of five (5) or more employees within the same classification, such information shall be posted. The equalization of overtime shall be reviewed no less than each three (3) month period starting July 1, of any year. For the purpose of equalization, overtime offered shall be counted the same as overtime worked. By mutual agreement the City and Union may meet to discuss perceived systematic inequities that may be occurring.

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

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

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

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

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

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

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

9.5 Notwithstanding section 9.2, the City may require the least senior qualified employee(s) in the classification within the work unit or a qualified temporary employee be available to work overtime.

9.6 There shall be no pyramiding of overtime rates.

9.7 **Essential Employees.** Any employee who is designated by management as an Essential Employee and is required to report to work when the Mayor or his designee announces a Citywide closure and directs non-essential employees to stay home, will be compensated with one (1) deferred holiday for every full shift they work during such an event. The deferred holiday will be equal to the number of hours the essential employee was regularly scheduled to work on the day of the event.

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

10. Reporting Pay and Minimum Pay

10.1. Any employee who is scheduled to report for work on their regular schedule, and who reports for work as scheduled, but where work is not available, or made available for the employee, shall be excused from duty and paid at the employee's regular rate for eight (8) hours. The City shall not be required to work and compensate an employee in accordance with this section after an employee has completed sixteen (16) consecutive hours of work. The guarantee of eight (8) hours pay to an employee shall be inapplicable if an employee fails to report at the scheduled starting time or otherwise is unable to perform their normal duties for the full shift.

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

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

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

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

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

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

10.4.1 If the City has not worked out a "stand-by" agreement with the Union and requests an employee to "stand-by", the employee shall receive two (2) hours

pay at the straight time rate for each eight (8) hours of "stand-by" time. For the purposes of this section, "stand-by" shall be defined as a requirement that an employee remain available and fit for duty during non-working time, with City communication device(s) and/or at a phone number left with the bureau such that the employee can report for work within a period of one-half (1/2) hour, absent unusual circumstances.

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

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

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

11. Working out of classification

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

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

11.1 Employees may be worked out of classification when:

11.1.1 Temporary vacancies occur in any classification.

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

11.1.3 For legitimate training purposes.

11.1.4 Any reason approved through a Memorandum of Understanding between the Union and the City.

11.2 This provision shall be inapplicable to the selection of employees to perform non-bargaining unit work. Subject to agreement with the Union, the City may reserve upgrade opportunities for legitimate training purposes. Otherwise, when selecting employees to work in higher classifications, as provided in 11.1.1 through 11.1.4:

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

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

11.2.2 When no employee is available from the appropriate eligible lists, the City shall select from among the three (3) available senior qualified employees in the division or bureau, who are willing to accept the appointment, until a list of qualified candidates is certified.

11.2.2.1 New City employees shall not be eligible for temporary upgrades under sections 11.2.1 and 11.2.2 until they have completed six (6) months of service with the City. This shall not preclude the City from using new employees for temporary upgrade if no other employees are available under 11.2.1 and 11.2.2.

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

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

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

11.3 Except for official apprenticeship or training classifications, when an employee is assigned to a higher classification, the employee's pay rate shall be the step within the higher classification range which represents at least a three percent (3%) increase over the employee's regular rate in his or her former classification, provided that in no event shall the rate of pay exceed the maximum rate for the higher classification as provided in Schedule A, B and C. When a permanent employee is temporarily assigned to a higher paid

classification, credit shall be allowed for all prior temporary service in that classification for determining the appropriate service step of the pay range for that classification.

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

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

11.3.3 When a classification within a department or bureau has been filled by temporary assignment for a period of thirty (30) days, the City and the 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.

11.4 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 six (6) months, unless the Bureau of Human Resources is unable to provide the necessary eligible register. This provision does not require the City to fill budgeted vacant positions.

12. Seniority

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

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

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

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

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

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

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

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

12.2.2 Whenever an opening occurs in any job classification in an existing work assignment, employees within that classification shall have an opportunity to bid on such vacancy based on their seniority if they are qualified to do the work as defined in section 12.2.1 above. First choice shall be given to employees within the division where the vacancy occurs. Second choice shall be given to employees within the bureau in which the vacancy occurs.

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

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

12.2.5 **Limitations on Bidding.** If an employee receives discipline subsequent to a written reprimand (i.e. another written reprimand), or a suspension or demotion, or a Performance Improvement Plan which takes the place of a second written reprimand or higher level discipline, the City may, at its sole discretion,

suspend the employee's ability to bid on any job assignments for one year.

12.2.5.1 **Exceptions to Bid Limits.** Except as provided for in 12.2.5, when the City and Union have an agreement for annual bidding or the City/Bureau/Work Group and Union agree to conduct a bid reset, bidding limitations are waived for employees in eligible classifications.

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

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

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

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

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 Human Resources Director and the Risk Manager on the worker's placement including, but not limited to, the effectiveness of any bureau-wide or City-wide placement activities or other issues relating to the return to work of the injured worker.

The joint committee will also be charged with a review of current practices and issues relating to injured workers, and provide recommendations and advice to

the Human Resources Director and Risk Manager on program operations relating to injured workers. This committee shall consist of equal numbers of management and Union representatives. Union participants will be appointed by the Union and management participants by the Bureau of Human Resources and Risk Management.

12.2.7.3 A job which is vacant by reason of a compensable injury will be treated as a temporary vacancy for the first eighteen (18) months. Such job may be filled by appointment and is not subject to bidding. During this period, an injured worker who has received a full release will be returned to their former job on request. An employee displaced by the return of an injured worker will be entitled to bump pursuant to their 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 their classification.

12.3 **Posting.** All vacancies which create job opportunities under Article 12 shall be posted in the work location of the affected employees. Job opportunities shall be posted for a period of five (5) working days. Each posting shall contain the shift and days to be worked and a brief description of the duties and responsibilities to be performed at the time of vacancy in addition to who to contact for more information. The posting shall also include any special qualifications for the job and, if applicable, the requirement that an employee must commit to remaining in the assignment due to on-the-job or formal training requirements for up to two (2) years before bidding to another assignment. It shall also contain the date the transfer is to take effect. However, the date of transfer shall be no later than thirty (30) days after the first date of posting. The transfer to the bid position may be made earlier than the date in the posting, upon mutual agreement between the City and the employee. The applicant may be required to perform other functions which they are qualified to perform. Employees shall bid in writing on such opportunities according to the provisions of this section and such bid shall be made by the sixth (6th) working day after the first day of posting. Probationary employees are not allowed to bid on other job opportunities for the duration of their probationary period.

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

12.3.2 **Lateral Transfers.** Employees may request a lateral transfer to another Bureau by notifying the Bureau of Human Resources of their desires. Lateral transfers to vacant, budgeted positions, within or between bureaus within a classification

at the request of the employee will be limited to one (1) per year. However, in the event that an employee does not pass the evaluation period provided for in Article 12.3.1 of this Agreement, the one (1) year limit on lateral transfers shall be waived.

12.3.3 **Bid Trades.** An employee may "trade" a bid work assignment within a shift subject to management approval. Such trades do not require posting or approval of the Union or other employees in the work units involved. However, any such mutually agreed upon trades shall not be subject to the overtime provisions of this agreement and the employees who trade waive their ability to bid to new assignments for one (1) year.

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

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

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

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

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

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

13. Promotion

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

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

13.3 **Promotional Probationary Period.** For the purpose of this labor agreement, probation for promotion is defined as a six (6) month period from date of hire into the job classification, excluding any period of time off exceeding one (1) week in duration. The promotional probationary period may be extended for a period not to exceed three (3) months by mutual agreement between the City, the Union and the affected employee.

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

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

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

14. Layoff/Recall

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

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

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

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

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

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

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

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

14.2.4 by random draw.

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

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

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

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

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

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

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

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

14.4.7 At the full-time employee's option, into a part-time or job share position in the employee's current classification, in the bumping sequence as defined in 14.4.1 through 14.4.6 above; if not, then:

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

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

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

14.5 **Recall**

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

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

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

14.5.4 The employee, by notifying the Bureau of Human Resources in writing, may become unavailable for recall no more than one specified period of time, except when documented medical evidence or lack of both personal and public transportation prevent the employee from being available for work.

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

14.5.6 Reappointment to the classification from which the employee was laid off, or refusal of appointment by the employee to a bona fide recall, shall result in the employee's removal from the recall list and right to recall, except that an employee recalled to a bureau other than that of layoff may opt to remain on the recall list for the bureau from which they were laid off.

15. Holidays

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

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

Whenever one of the above listed holidays falls on a Saturday, the Friday before said holiday shall be considered as a holiday and paid for as such. Whenever a holiday falls on Sunday, the following Monday shall be considered as a holiday and paid for as such.

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

When a holiday falls on an employee's first regularly scheduled day off, the day before the holiday shall be considered the holiday and paid as such. If the holiday falls on the employee's second or more contiguous days off, the first scheduled work day following the holiday shall be considered the holiday and paid as such.

15.1.3 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, Veterans Day on November 11, and Independence Day (the Fourth of July) on July 4.

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

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

15.2.1 Full-time employees who are on work schedules other than eight (8) hours per day, five (5) consecutive days per week will receive full vacation and sick leave accrual for each of the observed holidays for which they are entitled to be paid.

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

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

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

15.2.5 If an employee is on sick leave and a holiday is observed, the employee shall be paid for such holiday and it shall not count against their accumulated sick leave.

15.3 **Personal Holidays**

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

15.3.2 After completion of six (6) months of service, each regular part-time or job-share employee covered by the terms of this Agreement shall receive twelve (12) hours personal holiday time per calendar year.

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

15.3.4 Personal holidays may only be used during the calendar year in which they accrue. Failure to use the personal holidays by the end of the calendar year will result in forfeiture of that portion of the personal holiday time not used.

16. Vacations

All employees shall receive vacations with pay as follows:

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

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

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

16.3 In computing total amount of service as used in 16.1 above:

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

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

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

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

16.4 Employees shall continue to earn vacation credit for:

16.4.1 A cumulative period of one (1) year because of time lost for each on-the-job injury, provided that the employee returns to work in accordance with Human Resources Administrative Rule (HRAR) 7.08. However, should such on-the-job injury result in disability retirement, the employee will be paid for such accrued vacation up to the one-year maximum accrual.

16.4.2 Any authorized leave of absence where an employee continues their pay status.

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

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

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

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

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

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

16.10 The bureau and the Union agree that either party may terminate an agreement created under 16.9 at any time for any reason upon thirty (30) days written notice to the other party. The bureau will then revert to vacation selections established by the bureau under 16.7 and 16.8.

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

16.12 Employees shall have the right to determine their vacation times on the basis of seniority as provided in Article 16.7 and 16.8. However, employees must receive prior approval for use of vacation time. Vacations for durations of longer than five (5) weeks shall be subject to the approval of the Bureau Director or their designee. After an approved vacation of longer than five (5) weeks, employees must return to work for a minimum of two (2) weeks before taking additional vacation. 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 their immediate supervisor.

16.13 Once an employee's vacation time has been scheduled, the City shall not cancel such scheduled vacation time unless the needs of the operation so dictate. If the employee feels their scheduled vacation was canceled without good reason, the matter will be subject to the regular grievance procedure. If the City is found to be in violation of this Article, the employee will be paid at time and one-half (1-1/2) for the time worked during the scheduled vacation, with no loss of accrued vacation time. Furthermore, the City will make every effort to accommodate the employee in rescheduling the employee's new vacation.

16.14 No allowance shall be made to an employee for sick leave during a period designated in advance for vacation purposes; except upon a determination by the Commissioner in charge, or the Auditor as to their department, that the injury or illness was of a serious nature. Prompt notification of the injury or illness, and clearance by the person in charge of the employee's payroll unit, shall be made as provided by City policy.

17. Health and Life Insurance

17.1 **Labor/Management Benefits Committee**

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

17.1.2 A quorum of twelve (12) voting members is required for the committee to take action. An absent committee member may designate a substitute with full voting authority or designate another committee member as proxy to vote on the absent committee member's behalf. Any committee member may invite one or more visitors to attend committee meetings.

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

17.1.4 In order to make a recommendation to the City Council, at least twelve (12) committee members must vote in favor of the recommendation. The committee shall be responsible for establishing internal committee voting and decision-making processes.

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

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

17.1.7 The City Council shall retain the discretion to implement or reject any of the committee's recommendations. In the event the committee makes a recommendation that is consistent with the committee's authority, is actuarially sound and meets all the requirements of federal, state and local laws, and Council rejects the recommendation, any reductions in plan costs that may have occurred due to the change in plan design, will be treated as having occurred for the purposes of calculating the maximum City contribution under this agreement. These costs will be calculated by evaluating the premiums and/or rates as if the changes had occurred, the rates and/or premiums absent the changes, and the number of participants under the plan(s) involved. For example, if the self-insured plan two party rate would be $298 per employee per month with the addition of a benefit design change "X", but Council rejects the design change and therefore the two party rate is $350 per month per employee, the City contribution will be increased $52 per month per employee on the self-insured plan to give credit for the change.

17.2 **Benefits Eligibility**

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

17.2.1 **Regular Full-Time Employees.**

Regular full-time employees shall be eligible as provided herein for medical, dental, vision and life insurance coverage the first of the month following the date of hire. City paid benefits will continue for employees each month in which they are actively employed in an eligible job class and status and are working their regularly scheduled hours, or they are in a qualified leave status for the City of Portland and they make the required premium contribution. Eligibility for health benefits is dependent upon an employee working their scheduled hours on a regular basis. Employees who are on non-paid Military Leave or personal leave without pay do not receive City paid benefits. City paid benefits will end on the last day of the month in which an employee terminates employment, enters an unpaid status because of military leave or unpaid leave or is not working their regularly scheduled hours. Coverage for the employee and their eligible family members will be reinstated retroactively to the first of the month in which the employee returns to their regular work schedule. Any required catch-up premium contribution(s) will be deducted from the first paycheck the employee receives upon returning to paid status unless other repayment arrangements have been made.

Employees who become ineligible for participation in City benefit plans will have the right to continue coverage on a self-pay basis in accordance with state and federal law and/or as described in this labor Agreement.

Medical, dental, vision and life insurance benefits will be paid at 100% of the City contribution for those employees who have regularly scheduled hours of at

least seventy-two (72) hours in a pay period in a benefits eligible, budgeted position.

17.2.2 **Regular Part-Time Employees.**

Regular part-time employees will be eligible for medical, dental, vision and life insurance coverage the first of the month following the date of hire. City paid benefits will continue for employees each month in which they are actively employed in an eligible job class and status and are working their regularly scheduled hours, or they are in a qualified leave status for the City of Portland and they make the required minimum contribution. Eligibility for health benefits is dependent upon an employee working their scheduled hours on a regular basis. Employees who are on non-paid Military Leave or personal leave without pay do not receive City paid benefits. City paid benefits will end on the last day of the month in which an employee terminates employment, enters an unpaid status because of military leave or unpaid leave or is not working their regularly scheduled hours. Coverage for the employee and their eligible family members will be reinstated retroactively to the first of the month in which the employee returns to their regular work schedule. Any required catch-up premium contribution(s) will be deducted from the first paycheck the employee receives upon returning to paid status unless other repayment arrangements have been made.

Employees who become ineligible for participation in City benefit plans will have the right to continue coverage on a self-pay basis in accordance with state and federal law and/or as described in this labor Agreement.

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

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

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

17.3 **City/Employee Contributions**

17.3.1 **Self-Insured Medical Plan or Kaiser Plan effective Plan Year July 1, 2017.** Effective in Benefit Plan years July 1, 2017 through June 20, 2018, the City shall contribute ninety-five percent (95.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family

enrollees (whichever applies) for each of the options (Self-insured Medical Plan or the Kaiser Plan) provided herein and elected by a regular full-time employee. Each regular full-time employee shall contribute five percent (5.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies). The City reserves the right to expand family tier descriptions if it is in the best interest of the employee enrollee and it has been recommended by the LMBC and subsequently approved by City Council.

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

17.3.3 **Self-Insured Medical Plan or Kaiser Plan effective Plan Year July 1, 2018.** Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, the City shall contribute ninety-five percent (95.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council, for each regular full-time employee who elects the Self-Insured Medical Plan or the Kaiser Plan; provided that the employee has received a preventive health care examination within the prior two (2) full calendar years. Each regular full-time employee who elects the Self-Insured Medical Plan or the Kaiser Plan and who received a preventive health examination within the prior two (2) full calendar years shall contribute five percent (5.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council.

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

enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council.

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

17.3.6 **Medical Coverage Opt Out.** For the term of the Agreement a benefits eligible employee who has alternate group medical coverage may choose to opt out of City provided medical coverage. A full-time employee who chooses to opt out shall not be required to pay the contribution in Clauses 17.3 and shall receive a cash payment every payday (except for the third payday in a month) as follows:

Cash Payment	One Party	$25.00 per payday
	Two Party	$45.00 per payday
	Family	$62.50 per payday

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

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

17.3.8 Effective July 1, of each year of the Agreement, the City contribution rate provided in the previous year of the Agreement to each employee who opts out of medical coverage shall be adjusted to reflect the full annual percentage increase in the Portland-Salem medical care component in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) current base period measured by the reported percentage change between the second half of the most recent calendar year and the second half of the second most recent calendar year as published by the federal Bureau of Labor Statistics. However, in no event shall the contribution rate increase be less than two percent (2%) or greater than ten percent (10.0%).

17.3.9 The City shall pro-rate the cash payment and City contribution in 17.3.6 and 17.3.7 above for part-time benefits eligible employees based on whether they are actively employed in an eligible job class and status and are working their regularly scheduled hours.

17.4 **Health Fund Reserves**

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

17.4.2 The term "excess reserves", as used in this agreement, shall be defined as the monies in the Health Fund which are not needed to meet fund obligations. Excess reserves shall remain in the Health Fund, but shall be subject to separate reporting to the committee.

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

17.5 **Retiree and Survivor Benefits**

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

17.5.2 The City shall provide to the spouse (or domestic partner) and eligible dependent children of an employee who is killed on the job, the same medical, dental and vision benefit plans available to active employees. The City agrees to continue the City contribution for the spouse (or domestic partner) and eligible dependent children until the spouse (or domestic partner) becomes eligible for federal Medicare coverage or remarries (or establishes a new domestic partnership) and for each dependent child, to the date which meets the eligibility requirements of the health plan in which said eligible child is enrolled.

17.6 **Group Life Insurance**

17.6.1 The City shall provide each employee with a group life insurance policy; said policy shall be secured and maintained in accordance with the City's existing practices.

17.6.2 The value of the policy shall be no less than $10,000 and if greater, shall be such amount as established by the City Council upon the recommendation of the Labor/Management Benefits Committee.

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

17.7 **Federal 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.

17.8 **Disability Insurance**

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

18. Sick Leave

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

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

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

Any one or a combination of the following criteria, that is not protected by City, State, or Federal law, may indicate sick leave abuse/misuse:

1. More than 64 hours of unprotected sick leave usage in a calendar year.

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

3. If the City can show reasonable proof of sick leave misuse.

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

1. Long term non-occupational illnesses.

2. Non-service connected injuries.

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

Any employee who is considered, by documented usage patterns, to be misusing sick leave may be subject to discipline.

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

18.2 **Industrial Accident Leave**

18.2.1 During an absence due to an industrial accident which has been accepted by the Risk Management Division, any employee covered by this agreement shall be entitled to receive an income supplement from the City for as many days as the employee 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 the employee would have received while working their regular hours. Supplemental pay will be determined in the following manner:

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

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

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

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

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

Gross Supplemental Pay =

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

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

The number of days of income supplement to which an employee is entitled shall be calculated by dividing the number of sick leave hours accrued by the employee at the close of the pay period preceding the date on which the injury or illness occurred by eight (8), and rounding up to the nearest whole number. Supplemental pay will be paid on a continuous basis until exhausted. If the employee's claim for Workers' Compensation benefits is accepted by the Risk Management Division, supplemental payments based upon sick leave accrued shall not be charged against the employee's sick leave balance.

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

18.2.2 On an employee's date of hire, the employee 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 (2) years from the employee's date of hire. Such leave credits shall be used prior to the supplement outlined in subsection 18.2.1 above.

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

18.2.4 If an employee exhausts all benefits in 18.2.1 and 18.2.2 above, and remains employed with the City, the City shall maintain the employee's health and welfare insurance benefits for a period not to exceed twelve (12) months of the employee’s industrial accident leave, providing the employee was eligible for City-paid benefits at the time of the accident. The subject of waiver of premium for employees in this category will be referred to the Insurance Committee for review and report.

18.3 **Sick Leave Utilization Upon Retirement**

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

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

19. Family and Medical Leave

19.1 To provide employees the opportunity to balance their family commitments with their employment obligations, the City shall grant Family Leave to employees in accordance with the Federal Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA) and as designated in the City's Human Resources Administrative Rules. For purposes of Family Leave, the City agrees that "spouse" includes "domestic partner".

19.2 Any subsequent changes in the law or the Human Resources Administrative Rules will be incorporated into this Agreement. Specific rules and/or administrative procedures are available from bureau timekeepers or the Bureau of Human Resources.

19.3 During periods of leave covered by FMLA and/or OFLA, eligible employees shall be required to use accrued or accumulated paid leaves, including vacation and, when applicable, sick leave, prior to a period of unpaid leave of absence. The use of sick leave shall be governed by Article 18 except as indicated below in this article.

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

19.3.2 If an employee has qualified for family leave and has exhausted all other forms of paid leave, the employee may use sick leave in cases of a "serious health condition" (as defined in state law) in the employee's immediate family (as defined in ORS state law including domestic partner as defined in this Labor Agreement). If the duration of the employee's family leave is longer than the amount of the employee's accrued paid leave (not including sick leave), the employee may choose to be placed on unpaid leave of absence or sick leave for the duration of the family leave after using all other accrued paid leave. In no event may an employee use sick leave under this section to extend family leave beyond twelve (12) weeks per calendar year.

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

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

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

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

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

20. Leaves of Absence

20.1 Funeral and Bereavement Leave

20.1.1 An employee absent from duty by reason of the death of their spouse, domestic partner, parents, children, sisters, brothers, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents-in-law, step-children, step-brothers, step-sisters, step-parents, step-grandchildren, step-grandparents and the equivalent relatives of an employee with a domestic partner, shall be allowed no more than three (3) days' time off duty without deduction of pay on account of such absence. For the purpose of 20.1 and its subsections, a day is equal to the employee's regularly scheduled work shift.

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

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

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

20.2 Other Leaves of Absence

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

20.2.1.2 After a personal leave of absence of longer than six (6) months for any reason, an employee desiring to return to work must give the City ten (10) days' written notice of their intent to return. However, if a vacancy does not exist at the time

such employee decides to return from a leave, the employee shall be placed on the appropriate recall list in accordance with their seniority.

20.2.2 Authorized Union representatives, upon written requests from the Union, shall be given short term leaves of absence (less than thirty (30) days) to transact business for the Union. The Union will cooperate with the City by controlling requests for such short term leaves to a maximum of seven (7) employees off at any given time and in a manner which will minimize interference with the City's operations. Employees granted such leave for attending court, Executive Board Meetings, Membership meetings, or conferences, training, and workshops pertaining to collective bargaining, arbitration, and other labor law matters and developments shall be maintained on the payroll with full accrual of wages and benefits and the Union shall reimburse the City for all wage and wage-driven benefits costs associated with these leaves. (Effective with this agreement the rate is 132.02% of the employee's normal hourly wage and includes 23.62% for PERS Tier 1 and 2; 6.2% for SSI, 1.45% for Medicare and 0.7487% for Tri-Met.) Should the wage-driven benefits costs change, the City will provide written documentation of the change to the Union. Such paid leave shall be counted as leave without pay in the calculation of eligibility for City-paid health benefits as provided in Article 17.

If, however, an employee covered by this Agreement is elected or appointed to an office in the Union which requires a long term leave of absence from the employee's duties with the City to represent LiUNA Local 483 Union members, the employee shall, upon fifteen (15) calendar days written notice, be granted a union leave of absence without pay. The duration of the union leave shall be based on the time an employee is elected or appointed to represent LiUNA Local 483 union members. An employee on union leave that no longer fills the position to which they were elected or appointed, has thirty (30) calendar days in which to notify the City in writing of their desire to return to active City employment and must accept the first available opening offered that they are physically and technically capable of performing within their City classification, or the leave is automatically terminated. There shall be no more than two (2) employees on long-term union leave at any given time.

The return to active City employment shall be effected by the employee requesting to have their name placed on the appropriate laid-off list. Any employee placed on the laid-off list is subject to applicable Personnel Rules dated March 17, 1988 and may be certified only for vacant positions represented by the LiUNA Local 483 Portland City Laborers' Contract in which classification status is held. Furthermore, the employee desiring to return from a union leave of absence must demonstrate that they are physically and technically qualified to perform the work of that classification in which they hold status.

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

20.2.3 **Blood, Stem Cell, and Bone Marrow Donation Leave.** Subject to the mutual agreement between the City and the employee, a reasonable period will be

allowed for the donation of blood and participation in the registry for stem cell and bone marrow transplant on a voluntary basis. If the donation period occurs on City time, it shall not normally exceed two (2) hours.

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

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

21. Jury Duty and Witness Pay

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

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

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

21.3 If an employee is subpoenaed to appear on a civil or criminal case, as a consequence of their official duties, on their off duty time; they shall receive a minimum of four (4) hours at the overtime rate, and if more than four (4) hours, they shall receive overtime pay for the time actually spent in court rounded to the next hour, and they shall be allowed to retain the witness fee.

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

21.5 If an employee granted leave under this Article is excused from service as a juror or witness with more than two (2) hours remaining in their work shift, the employee shall notify their immediate supervisor, and shall report to work the remainder of their shift if their immediate supervisor requests them to do so. For the purpose of this Article, the employee shall be considered as working the normal day shift.

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

22. Safety – Sanitation

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

22.2 **Safety Committees** The City and Union will encourage employees to work in a safe manner, will support efforts to change unsafe work habits of employees and recognize that disciplinary action may be imposed for just cause in matters involving violations of safety rules and procedures. To that end safety committees shall be established within the various operations of the City. Each committee shall be composed of five (5) representatives, two (2) representatives designated by the City, two (2) by the Union, and a fifth picked by the four (4) representatives. The committee shall assist, make recommendations to and cooperate with a safety representative of the City, who shall be an ex-officio member of such committee. The employees designated for this committee shall be employees who have knowledge of practices of the operations and who have worked for the City a minimum of one (1) year. The functions of such committee shall be advisory only. Committees in the City's maintenance and field operations work units shall meet once a month with minutes of meeting prepared by management and a copy thereof furnished to the Union. Other committees shall meet as necessary. Committee members shall serve a term of one (1) year or until replaced, but may not serve more than five (5) consecutive years.

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

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

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

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

22.5 **Unsafe Conditions or Equipment.** Any employee who believes that any working condition or machinery is unsafe shall immediately call it to the attention of their supervisor. The supervisor shall immediately discuss the

matter with the employee and try to arrive at a mutual agreement as to whether or not an unsafe condition exists. If unable to reach a mutual agreement on the matter, the supervisor may make a decision on the matter. However, if the employee is not satisfied with the decision, such employee shall be allowed time to telephone the City's Safety Officer and if the Safety Officer is unavailable, the Workers' Compensation Board, to request an immediate investigation of the matter.

22.6 No employee shall be disciplined for refusal to violate the Safety Codes or the laws of the State of Oregon or to follow a supervisory directive where the employee reasonably believes direct bodily harm would result.

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

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

22.9 **Personal Clean Up Time.** Employees required to work in and around sewage or garbage and others required to work in live sewers shall be allowed adequate time to shower and change their clothes prior to the end of their work shift. Any clothing furnished such workers by the City shall not be worn home nor away from a permanent job location. Other employees shall be allowed necessary time for personal clean-up prior to the end of the shift. The City shall furnish waterless cleaner and towels when it is necessary for employees to clean up, and when soap and water are not available.

22.10 **Ventilation.** Where noxious or poisonous gases may accumulate, the City shall provide proper protection and ventilation. Proper lighting and ventilation shall be provided for all enclosed working spaces. All work in enclosed and confined spaces shall be performed in accordance with applicable Federal, State and local regulations. Spray painting shall be done only by qualified painters.

22.11 No employee shall be allowed to work alone in a situation in which working alone is hazardous. In the determination of whether it is hazardous to work alone, the City's Safety Representative and the Union shall meet to discuss and arrive at a mutual decision as to what constitutes such a hazardous condition when the question arises.

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

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

22.13.1 The bureau will have an initial meeting with the union on proposed changes from current practice. At that meeting the parties agree to meet up to an additional two (2) times within fourteen (14) calendar days, or such other schedule as is mutually agreeable. The discussions shall be limited to quantity and frequency of items issued. If the parties are unable to reach an agreement, the unresolved portions will be referred to the first available local Metropolitan Portland area arbitrator supplied by the State Employment Relations Board. The parties shall equally share the costs of the arbitration. The arbitrator shall issue a bench decree after a hearing of no more than two hours in length that is the final offer of one of the parties. The decree shall be final and binding. Attorney advocates shall not be allowed as representatives.

22.14 **Driver's/Commercial Driver's License.** The parties agree that an employee should only operate a City of Portland motor vehicle with a valid driver's license An employee who is required to have a valid driver's license as a condition of employment, and who loses their driving privileges must report their driving status to their supervisor by their next working day.

22.14.1 An employee who receives a citation (including a parking citation) while operating a city vehicle, shall report the citation to their supervisor by their next working day. The parties agree that the employee is responsible for payment of any fine(s).

22.14.2 Operating a city vehicle without a valid license, failing to report the loss of a license or failing to pay any fines related to a citation received while operating a city vehicle may subject employees to disciplinary actions.

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

22.14.4 **Second Occurrence.** If within three (3) years from the first loss of a license, an employee again reports a lack of a driver's license, the employee may be accommodated in a non-driving assignment in the same or lower job classification or may be laid off at the bureau's sole discretion. Upon receipt of

a valid driver's license, the employee will be subject to recall under the provisions of Article 14. If an employee obtains an occupational license, the City's Risk Manager will review and determine whether to allow the employee to continue to operate city vehicles.

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

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

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

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

22.14.9 **Regaining Certification/Failure to Obtain.** Affected employees, who regain their medical certifications before the expiration of ninety (90) days from the date of the lapse or loss, will be reassigned to their regular classification. A record of the lapse or loss may be kept; in instances where the employee is actively seeking to obtain medical certification following lapse or loss, such lapse or loss may not be considered for future discipline, but in instances where the employee has failed to actively seek recertification, the lapse or loss may be referred to and relied on in the event of a subsequent like instance of failure to actively seek recertification occurring within three (3) years of the prior

instance. After ninety (90) days without a valid and current medical certification, a laid off employee will be subject to the recall provisions of Article 14 provided they meet the eligibility requirements under the federal regulations.

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

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

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

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

22.14.14 If, however, an employee has a second lapse or loss within four (4) years where the employee cannot establish that they are engaged in active and affirmative efforts to manage their CDL medical certification-impacting medical condition, or has a second lapse or loss of more than thirty (30) days within four (4) years, the employee may be laid off at the bureau's sole discretion.

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

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

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

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

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

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

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

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

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

a. On-duty use or possession of alcohol;

b. On-duty use or possession of drugs or drug paraphernalia;

c. On-duty odor of alcohol;

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

e. On-duty indications of chronic and/or withdrawal effects of alcohol or drugs;

f. Pattern of abnormal conduct, erratic behavior or deteriorating work performance which can reasonably be attributed to alcohol or drug use.

22.17.3 Where the City has reasonable suspicion to believe that an on-duty employee possesses or is under the influence of alcohol or drugs, including marijuana, the City may require that the employee immediately consent and submit to a urine

and breathalyzer test. The City shall pay the cost of these tests, and employees will be paid for time spent in the testing process. A refusal to consent and submit to such tests shall subject an employee to discipline up to and including termination. Refusal to consent and submit means:

a. Refusing a directive to submit to a required test;
b. Inability to provide a urine specimen or breath sample without a valid medical reason confirmed by a physician;
c. Tampering, adulterating, or substituting a specimen or any other attempt to defeat or obstruct an alcohol or drug test;
d. Leaving the collection site before the testing process is complete;
e. Failing to permit an observed collection when required;
f. Failing to submit to a second test when required;
g. Failing to undergo a medical evaluation when required;
h. Failing to cooperate with any part of the testing process.

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

22.18 For purposes of drug testing, the City will use the Department of Transportation concentrations described in Rule 49 CFR Part 40 Section 40.87.

23. 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.

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

such activities will be limited to the steward and/or Union officer having direct responsibility for them.

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

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

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

23.3.1 Meetings for the purpose of discussing disciplinary action under section 34.1, will be held as promptly as possible, usually within two (2) working days, unless compelling reason requires an extension of time of up to an additional two (2) working days of the request for such a meeting.

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

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

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

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

23.6 **New Employee Orientation.** A steward or union representative and newly hired employee each shall be granted thirty (30) minutes of City-paid Union leave, during the new employee's first three (3) months of employment to discuss new member orientation and union issues. The Union Representative shall have access to the worksite to attend as well. If at any time during the term of this contract, the City should hold an orientation for new employees, the Union representative(s) may be invited to attend and given an opportunity to address new employees.

23.7 **Union Bulletin Boards**

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

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

23.7.3 If the City believes that a notice does not meet the criteria specified in Article 23.7.2, it will notify the Union. Upon such notification, the Union will remove the notice. If the City and the Union disagree whether or not a notice meets the criteria specified in Article 23.7.2, they will meet and attempt to resolve their differences. If the City and the union still cannot agree, the union may file a grievance. If the matter is eventually referred to arbitration through the grievance process, the issue before the arbitrator will be whether or not the notice met the criteria specified in Article 23.7.2. If the arbitrator determines that the criteria of 23.7.2 have been met, the notice will be re-posted.

24. Pay Day

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

24.2 In case an employee is laid off, quits or is discharged, the employee shall receive their pay in compliance with State law.

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

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

25. Strikes & Lockouts Barred

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

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

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

26. Maintenance of Standards

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

26.2 Notwithstanding the provisions of Article 26.1, the parties agree that the private use of public resources (e.g. facilities, services, equipment, tools, computers, technology, etc.) by individual employees is a matter of managerial discretion. The 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.

27. Wage Scales

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

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

27.2 **City Initiated Classification Changes.** Before requesting the reclassification of any position, proposing a new classification, or abolishing any represented classification, the Human Resources Director, or designee, shall notify the Union and discuss the effect thereof.

27.2.1 If the City reclassifies any represented bargaining unit position(s), and there is a disagreement over whether the new classification remains in the bargaining unit or over representation of the new classification, the parties will meet, within five (5) working days, to resolve the matter by mutual agreement prior to resorting to the procedures of ORS 243.650 to ORS 243.782.

27.3 **Reclassification Changes**

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

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

27.4 The Unions recognize that the Human Resources Director and Civil Service Board have the sole authority to classify or reclassify positions. The above does not preclude the Unions from monitoring the City's classification plan.

27.5 **Wage Rates for New Classifications**

27.5.1 When any classification not listed in Schedule A, B and C 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, B and C.

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

27.6 **PERS/OPSRP.** The City agrees to maintain its membership in the State of Oregon Public Employees Retirement System (PERS)/Oregon Public Service Retirement Plan (OPSRP). The City shall “pick-up”, assume and pay a six percent (6%) average employee contribution to the Public Employees Retirement Fund and the Oregon Public Service Retirement Plan for the employee members then participating in the Public Employees Retirement System. Such “pick-up” or payment of employee member contributions to the system shall continue for the life of this agreement and shall also be applicable

to employees who first begin to participate in the system on and after July 1, 1980, to the termination of this agreement.

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

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

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

28. Recoupment of Overpayment/Underpayments

28.1 Overpayments

28.1.1 In the event that an employee receives wages or benefits from the City to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, and regardless of when the overpayment occurred, the employee will repay the City. The City will provide the employee with written notification of the overpayment, including information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid.

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

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

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

28.1.2.3 If there is no mutual agreement at the end of the thirty (30) calendar day period, the City shall implement the repayment schedule stated in 28.1.4 below.

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

28.1.4 If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves City service before the City fully recovers the overpayment, the remaining amount may be deducted from the employee's final paycheck. Alternate repayment plans may be allowed under this section pending approval by the Human Resources Director.

28.1.5 An employee who disagrees with the City's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure. In the event a grievance is filed over the City's determination that an overpayment has been made, recoupment deductions will be held in abeyance pending resolution of the grievance.

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

28.2 **Underpayments**

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

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

29. Tools

29.1 For the duration of this agreement employees covered under this agreement will not be required to furnish tools management deems appropriate for the work.

30. Clothing

30.1 In order to efficiently distribute currently provided work clothing and to encourage individual employee responsibility, each bureau shall set work group standards as to what constitutes work clothing and on what schedule and in what quantity it shall be issued in accordance with the procedure defined in section 22.13.1.

30.2 Any employee with ninety (90) days of service or more, working in a position where the City has furnished rain gear or safety shoes, shall be paid $250.00 per

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

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

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

30.2.1 Any employee who receives a permanent appointment to work in any area where the City provides safety shoes, and the employee purchases safety shoes prior to working ninety (90) days, the employee will receive the safety shoe payment after ninety (90) days of employment unless already paid under 30.2 above.

31. Unemployment Compensation

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

32. Training, Schools and Conventions

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

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

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

32.4 Where the City requires certification of certain employee skills and the certification requirement did not exist at the time of employment in the classification, the City will pay the initial costs incurred in the certification. Present practices relating to the City assuming costs relating to employee

certification will be continued. Drivers' License and endorsements are excluded from this provision.

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

33. Evaluations/Counseling

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

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

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

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

34. **Discipline and Discharge**

34.1 Disciplinary actions or measures shall include only oral warning, written reprimand, demotion, suspension and discharge. Disciplinary action or measures may be imposed only for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

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

34.1.2 If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. If the City has reason to discuss any disciplinary action or the possibility of any disciplinary action, the employee shall be given the option of having a Union representative present at any such discussion. Written disciplinary actions shall not be posted; however, this does not preclude management from notifying

other management and employees when restrictions are applied to an employee as a result of discipline.

34.2 **Discharge, Demotion and Suspension.** The City shall not discharge, demote or suspend any employee without just cause who has completed their probationary period as provided in section 1.1.1. If, in any case, the City feels that there is just cause for discharge, demotion or suspension, the employee involved and the Union shall be provided with a written notice of proposed discipline seven (7) calendar days before the effective date. Such notification shall state the nature of the offense for which the employee is being discharged, demoted or suspended, in detail, specifying dates, locations, and the particular nature of the offense committed by the employee and the right to respond to the authority proposing such action either orally or in writing prior to the effective date of proposed discipline.

34.3 Records of oral or written reprimand not involving other disciplinary action, shall be removed from an employee's personnel file after one year, on the employee's request, provided in the judgment of the City, the employee has taken corrective action and has received no other disciplinary actions. Approval to remove such material from the file shall not be unreasonably withheld.

34.4 Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all rights and conditions of employment unless otherwise stipulated by mutual agreement or otherwise specified in the grievance procedure or by an arbitrator under the grievance procedures hereinafter set forth.

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

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

35. Grievances, Complaints and Arbitration

35.1 To promote better City-employee relationships, all parties pledge their immediate cooperation to settle any grievances or complaints that might arise out of the application of this Agreement, and the following procedure shall be the sole procedure to be utilized for that purpose. The parties further agree that all meetings under this procedure will be conducted in a professional manner and in a spirit of mutual respect consistent with mutual resolution of grievances arising under this Agreement.

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

35.3 **Procedure**

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

35.3.2 **Informal Level.** Before initiating a formal written grievance at Level One, the employee shall attempt to resolve the matter by informal conference with their immediate designated supervisor outside the bargaining unit. If the immediate supervisor is not available, the employee shall attempt to contact another supervisor or manager. The employee shall notify the Union, and a representative of the Union shall be given the opportunity to be present at any meeting under this section. Either party may declare that the informal level has been completed.

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

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

a. If a dispute is not resolved at the informal level, the employee or Union shall file the grievance in writing to the Bureau Head or Designee within thirty (30) calendar days of the claimed violation.

b. The grievance statement shall specify (each of) the provision(s) of this Agreement claimed to be violated and the manner in which such provision is claimed to have been violated, all pertinent information, the remedy sought, and shall be signed by (each of) the employee(s) and/or by the Union. The Grievant and the Union have a good faith obligation to be as complete and forthcoming as possible in making this statement and providing information regarding the grievance.

c. The parties shall meet to discuss the grievance with the appropriate bureau head or designee to whom the grievance is submitted and the bureau head or designee shall communicate their decision, along with the reasons therefore, to the employee and the Union in writing within twenty-one (21) calendar days after having received a timely appeal to Level One.

35.3.5 **Level Two -- Human Resources and Commissioner in Charge**

a. If the employee or the Union is not satisfied with the disposition at Level One, the employee or the Union may appeal the grievance to the Bureau of Human Resources and the Commissioner in Charge at Level Two within fourteen (14) calendar days after receiving notice of the Level One decision.

b. The Union or the Grievant with the concurrence of the Union shall have the right to perfect the grievance prior to Level Two with the understanding that the right to perfect is limited to the substantive issues previously raised in the grievance.

c. The 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 (see Clause 23.2 of this Agreement) within thirty (30) calendar days of receipt of written notice to impose the disciplinary action.

d. A grievance involving a suspension, demotion or discharge shall be filed directly to Level Two no later than thirty (30) calendar days of receipt of written notice of imposed discharge, demotion or suspension.

e. To submit a grievance to Level Two a copy of the grievance shall be filed simultaneously with the office of the Commissioner-in-Charge and the Bureau of Human Resources. The Commissioner in Charge may either retain jurisdiction at this level of the procedure or delegate the Bureau of Human Resources /bureau head to handle the grievance with full authority to settle it. If the Commissioner in Charge does not retain jurisdiction of the grievance within seven (7) calendar days after receiving a timely appeal, the grievance shall be considered as having been delegated to the Bureau of Human Resources.

f. The appeal shall include a copy of the original grievance, the decision rendered at Level One, if any, a concise statement of the reasons for the appeal and the specific relief requested.

g. Upon timely filing, the written grievance will be discussed between the employee, the Union involved and the Director of the Bureau of Human Resources/bureau head or their designee within twenty-one (21) calendar days after filing, unless extended by mutual written consent. The Director of the Bureau of Human Resources or their designee shall respond to the grievance within thirty (30) calendar days after the grievance has been filed at Level Two.

h. Upon the timely filing of written grievance as specified herein, the Union shall have sole discretion as to the processing of such grievance and shall have the right to carry the grievance through the grievance procedure with or without the consent of the employee(s) originally filing the grievance.

35.3.6 **Level Three -- Mediation**

a. If the Union is not satisfied with the Level Two, upon the mutual agreement of the parties it may be referred to mediation within fourteen (14) calendar days after the Level Two disposition has been rendered.

b. The costs of the mediator will be equally split between the parties.

35.3.7 **Level Four -- Arbitration**

a. If the grievance remains unresolved at Level Two or Level Three (mediation), the Union shall have the right to refer the matter to arbitration. In the event the Union elects to do so, it must notify the Bureau of Human Resources of its decision in writing within twenty-one (21) calendar days of denial of the grievance at Level Two or twenty-one (21) calendar days after the close of mediation if the parties agreed to refer the grievance to Level Three.

b. After the grievance has been referred to arbitration, the parties or their representatives shall jointly request the State Conciliation Service for a list of names of seven (7) arbitrators. The parties shall select an arbitrator from that list by such method as they may jointly select, or if they are unable to agree upon a method, then by the method of alternate striking of names under which the grieving party shall strike the first name objectionable to it, and the City shall then strike the first name objectionable to it. The final name left on the list shall be the arbitrator.

c. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, amend, add to or detract from the terms of this Agreement. The decision of arbitration shall be within the scope and terms of this Agreement and shall be in writing.

d. The City and Union 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 Union shall have sole authority to determine whether a grievance shall be submitted to arbitration, and any such decision or settlement of the grievance between the Union and the 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.

36. Warrant of Authority

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

It is also recognized by the parties that the only letters of understanding or other agreements considered valid and binding shall be those expressly executed as addenda to this Agreement and agreed to jointly by the Union Business Manager or designee, on behalf of the Union, and by the Human Resources Director, on behalf of the City.

36.1 All Letters of Agreement, Memoranda of Understanding, and all agreements that affect the union shall be signed by the Union Business Manager or their designee, on behalf of the Union, and the Director of Human Resources and shall be considered binding.

37. Savings Clause

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

part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

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

38. Effective Date and Duration of Agreement

This Agreement, effective upon ratification by both parties, shall remain in full force and effect through June 30, 2021. However, if ratification by both parties occurs on or before June 30, 2017 the effective date will be July 1, 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 LiUNA Local 483 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:

10/11/17

Ted Wheeler, Mayor

For Portland City Laborers:

10-25-17

Farrell Richartz, LiUNA Local 483

10/26/2017

Mary Hull Caballero, City Auditor

Approved as to Form:

10/26/2017

City Attorney

Schedule "A" COLA

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

YEAR TWO - Effective July 1, 2018, Schedule "A" wage rates will be revised as follows:
Salary rates for classifications in Schedule "A" for the period July 1, 2018 to June 30, 2019 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index between the 2nd Half 2016 and the 2nd Half 2017) for the Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

YEAR THREE - Effective July 1, 2019, Schedule "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 2019 to June 30, 2020 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index between the 2nd Half 2017 and the 2nd Half 2018) for the Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

YEAR FOUR - Effective July 1, 2020, Schedule "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 2020 to June 30, 2021 are to be increased by one hundred percent (100%) of the annual increase in 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 2018 and the 2nd Half 2019) 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%).

Schedule "A" Premiums

Effective July 1, 2017 through June 30, 2021

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

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

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

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

c. Employees operating a hydraulic or pneumatic handheld jackhammer.

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

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

   a. To any employee other than an Arborist, Facilities Maintenance Technician, Facilities Maintenance Technician Apprentice, and Facilities Maintenance Technician Lead while working from a temporary scaffolding, portable ladder or boom, which is fifteen (15) feet above ground or working from any suspended device.

      Any employee who is required to work over ninety (90) feet above the ground on bridges and structures while working from a temporary scaffolding, portable ladder or boom shall be paid 1.5 times the employee's base rate of pay. Any employee who is required to work over ninety (90) feet above the ground on a fixed structure and required to wear fall protection equipment shall be paid at 1.5 times the employee's base rate of pay. The appropriate pay for employees working over 90 feet on overtime is 1.5 times the employee's base rate plus .5 time the employee's base rate for a total of 2 times the employee's base rate;

   b. To any employee other than an Inspector, Facilities Maintenance Technician, Facilities Maintenance Technician Apprentice, and Facilities Maintenance Technician Lead who is instructed to work underground or in a shored excavation.

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

   d. To any employee operating a 90 pound or larger jackhammer.

4. The City will pay a premium of two dollars ($2.00) per hour for actual time worked rounded up to the nearest whole hour under the following conditions:

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

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

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

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

4) receiving bulk shipments of chemicals; or

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

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

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

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

   a. An employee assigned lead duties in a work day will receive the lead rate of pay for a minimum of four (4) hours, eight (8) hours if assigned to such duties over four (4) hours in a work day.

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

7. Wastewater Treatment Certifications:

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

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

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

   d. On a non-precedent-setting basis, the City agrees to pay for renewal costs of certifications included in Schedule A, paragraph 7.a above for all recertifications occurring before July 1, 2018.

8. Wastewater Collection System Certification:

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

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

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

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

   e. On a non-precedent-setting basis, the City agrees to pay for renewal costs of certifications included in Schedule A, paragraph 8.a above for all recertifications occurring before July 1, 2018.

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

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

   a. Employees in the Classification of Storekeeper/Acquisition Specialist II: Automotive Parts Specialist, or employees in the Premium Assignment of Storekeeper/Acquisition Specialist Lead who have a base class of Automotive Parts Specialist, who passed all NIASE tests in the Automotive Parts Specialist test series, shall receive $36.92 per FLSA workweek.

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

11. **Emergency Crew Premium.** Classifications in the Portland City Laborers' contract working in the Portland Bureau of Transportation will receive a one dollar ($1.00) an hour premium for all work performed while a part of an emergency crew.

12. **Longevity Pay.** Upon completion of their tenth consecutive year of service as a permanent employee of the City, employees shall receive longevity pay of two percent (2.0%). Longevity pay shall be calculated on the basis of the employee's regular hourly rate, not including premium pay.

Schedule "A"

Effective July 1, 2017 through June 30, 2021

Job #	Prem	Job Title	Entry	6 Month	1 Year	2 Year	3 Year	4 Year
30001737		Arborist I	23.77	24.66	25.56			
30001738		Arborist II	24.14	26.91	27.59			
30000248		Arborist III	27.38	30.51	31.14			
30001739		Arborist IV	29.09	31.61	32.92			
30000247		Arborist, Trainee	21.69	24.96	26.39			
30000090		Asphalt Raker	23.77	24.66	27.60			
30002494		Auto Equip Oper II: Tractor-Trailr-CL	23.52	26.66	28.31			
30000096		Auto Servicer	20.85	23.75	25.56			
30000102		Automotive Equip Oper II: Sewer Vacuum	23.52	26.66	28.31			
30000103		Automotive Equip Oper II: Street Sweeper	23.52	26.66	28.31			
30002493		Automotive Equipment Oper I-CL	22.14	25.18	26.84			
30002510		Carpenter, Apprentice-CL	See Note #2					
30002500	*	Carpenter, Lead-CL	29.71	32.29	33.27			
30002499		Carpenter-CL	28.33	30.76	31.69			
30002496		Concrete Finisher, Apprentice-CL	23.72	25.65	25.96			
30002498	*	Concrete Finisher, Lead-CL	29.27	31.81	32.78			
30002497		Concrete Finisher-CL	27.91	30.31	31.22			
30002495		Construction Equipment Operator-CL	23.58	26.84	28.54	30.11		
30000095		Environmental Systems Crew Leader	28.65	31.14				
30000094		Environmental Systems Maintenance Tech	26.63	28.93	29.74			
30002508		Facilities Maint Tech Apprentice-CL	See Note #3					
30002488	*	Facilities Maintenance Technician, Ld-CL	30.73	34.42	35.45			
30002487		Facilities Maintenance Technician-CL	30.48	32.92	33.91			
30000085		Greenskeeper I	21.44	24.35	26.23			
30000086		Greenskeeper II	24.14	26.91	27.59			
30000087		Greenskeeper III	25.04	28.51	30.31			
30002502		Horticulturist, Apprentice-CL	21.20	24.06	25.75			
30002504	*	Horticulturist, Lead-CL	25.02	28.51	30.22			
30002503		Horticulturist-CL	23.84	27.20	28.80			
30000126		Industrial Machinist	28.18	30.63	31.56	33.30		
30000157		Industrial Maintenance Millwright	28.18	30.63	31.56	33.30		
30000155		Industrial Maintenance Millwright, Appr	See Note #4					
30000158	*	Industrial Maintenance Millwright, Lead	30.28	32.92	33.91	35.77		
30000156		Industrial Maintenance Millwright, Trnee	20.64	23.19	24.00			
30002501		Laboratory Analyst I-CL	23.57	26.97	28.31	29.77		
30002505		Laboratory Analyst II-CL	25.31	28.86	30.29	31.82	33.42	
30002506		Laboratory Analytical Specialist-CL	28.29	31.40	32.81	35.12	37.57	
30002507		Laboratory Coordinator-CL	29.36	32.59	33.82	36.19	38.74	41.43
30000098		Maintenance Mechanic	26.29	28.59	29.40			
		Maintenance Worker - CL	15.48					
30001709		Park Ranger	20.01	21.80	22.90	24.05	25.24	26.52
30000099		Parking Pay Station Technician	25.03	27.22	28.60	30.22		
30000100	*	Parking Pay Station Technician, Lead	29.23	31.75	32.70			
30000084		Parks Maintenance Crew Leader	25.02	28.51	30.22			
30002492	*	Parks Technician, Lead-CL	24.27	26.36	27.52			
30002491		Parks Technician-CL	23.09	25.08	26.23			
30000093	*	Public Works Crew Leader	26.63	28.92				
30002159		Seasonal Park Ranger	16.68	18.18	19.27	20.44	21.66	
30000197		Sidewalk Inspector	27.38	30.51	31.14	32.69		

30000089		Sign Maker	27.91	30.31	31.22			
30000088		Sign Maker, Apprentice	23.13	28.17				
30002133		Site Operations Crew Leader	28.65	31.14				
30002483		Storekeeper/Acquisition Specialist I-CL	22.26	25.33	27.25			
30002484		Storekeeper/Acquisition Specialist II-CL	23.39	26.57	28.61			
30000055		Storekeeper/Acquisition II:Auto Part Spec	23.39	26.57	28.61			
30002485		Storekeeper/Acquisition Specialist III-CL	26.43	30.28	31.92	32.85		
30002486	*	Storekeeper/Acquisition Specialist, Ld-CL	26.43	30.28	31.92	32.85		
30000091		Street Maintenance Crew Leader	28.65	31.14				
30001609	*	Striper Operator	23.52	26.66	28.31			
30000092		Traffic Crew Leader	28.65	31.14				
30000250		Tree Inspector	27.67	31.41	33.24	34.23		
30000080		Turf Maintenance Technician	21.44	24.35	26.23			
30002489		Utility Worker I-CL	21.86	23.77				
30002509		Utility Worker II, Apprentice-CL	See Note #1					
30002490		Utility Worker II-CL	23.77	24.66	25.56			
30000163		Wastewater Operations Specialist	32.00	34.77	36.21	37.30		
30000160		Wastewater Operator I	22.93	26.12	27.94	28.76		
30000161		Wastewater Operator II	26.72	30.39	30.68	31.42	32.31	33.30
30000162	*	Wastewater Operator, Lead	30.28	32.92	33.91	35.77		
30000159		Wastewater Operator, Trainee	20.64	23.19	24.00			
30000123		Welder	27.91	30.31	31.22			
30000122		Welder, Apprentice	23.72	25.65	25.96			
30000124	*	Welder, Lead	29.27	31.81	32.78			

Note # 1: Utility Worker II, Apprentice-CL

Entry To 5 Months = 70% Of Utility Worker II Rate (Top Step) 17.89
6 Months To 11 Months = 77.5% Of Utility Worker II Rate (Top Step) 19.81
12 Months To 17 Months = 85% Of Utility Worker II Rate (Top Step) 21.73
18 Months To 23 Months = 92.5% Of Utility Worker II Rate (Top Step) 23.64
Advancement to journey rate is upon completion of the program and when approved by the TAC.

Note # 2: Carpenter, Apprentice-CL

Entry To 5 Months = 60% Of Carpenter Rate (Top Step) 19.01
6 Months To 11 Months = 65% Of Carpenter Rate (Top Step) 20.60
12 Months To 17 Months = 70% Of Carpenter Rate (Top Step) 22.18
18 Months To 23 Months = 75% Of Carpenter Rate (Top Step) 23.77
24 Months To 29 Months = 80% Of Carpenter Rate (Top Step) 25.35
30 Months To 35 Months = 85% Of Carpenter Rate (Top Step) 26.94
36 Months To 41 Months = 90% Of Carpenter Rate (Top Step) 28.52
42 Months To 47 Months = 95% Of Carpenter Rate (Top Step) 30.11
Advancement to journey rate is upon completion of the program and when approved by the TAC.

Note # 3: Facilities Maint Tech Apprentice-CL

Entry To 5 Months = 60% Of Facilities Maintenance
Technician Rate (Top Step) 20.35

6 Months To 11 Months = 65% Of Facilities Maintenance
Technician Rate (Top Step) 22.04
12 Months To 17 Months = 70% Of Facilities Maintenance
Technician Rate (Top Step) 23.74
18 Months To 23 Months = 75% Of Facilities Maintenance
Technician Rate (Top Step) 25.43
24 Months To 29 Months = 80% Of Facilities Maintenance
Technician Rate (Top Step) 27.13
30 Months To 35 Months = 85% Of Facilities Maintenance
Technician Rate (Top Step) 28.82
36 Months To 41 Months = 90% Of Facilities Maintenance
Technician Rate (Top Step) 30.52
42 Months To 47 Months = 95% Of Facilities Maintenance
Technician Rate (Top Step) 32.21
Advancement to journey rate is upon completion of the program and when approved by the TAC or by a State approved oversight body such as BOLI.

Note # 4: Industrial Maintenance Millwright, Apprentice

Entry To 5 Months = 60% Of Industrial Maintenance
Millwright Rate (Top Step) 19.98
6 Months To 11 Months = 65% Of Industrial Maintenance
Millwright Rate (Top Step) 21.65
12 Months To 17 Months = 70% Of Industrial Maintenance
Millwright Rate (Top Step) 23.31
18 Months To 23 Months = 75% Of Industrial Maintenance
Millwright Rate (Top Step) 24.98
24 Months To 29 Months = 80% Of Industrial Maintenance
Millwright Rate (Top Step) 26.64
30 Months To 35 Months = 85% Of Industrial Maintenance
Millwright Rate (Top Step) 28.31
36 Months To 41 Months = 90% Of Industrial Maintenance
Millwright Rate (Top Step) 29.97
42 Months To 47 Months = 95% Of Industrial Maintenance
Millwright Rate (Top Step) 31.64
Advancement to journey rate is upon completion of the program and when approved by the TAC or by a State approved oversight body such as BOLI.

Schedule "B": Applicability of Contract to Temporary Employees

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

Preamble Applies.
1. Recognition applies as indicated except:
1.1.1 Probationary period applies to permanently hired only, does not apply to temps.
1.1.4 Emergency Employment Employee and 1.1.5 Seasonal are not covered by the agreement as represented.
1.3 Merger language does not apply.
2. Union Security applies.
3. Dues Check-Off applies.
4. Management Rights clause applies.
5. Productivity. No change.
6. Job Security and Outside Contracting applies except for 6.1 (loss of job due to contracting out).
7. Standard Day Shift Hours applies except for 7.1 and its sub-parts (Workweek / schedules).
8. Shifts applies except for 8.1 (day shift limitations and shift changes).
9. Overtime applies except for 9.2/9.2.1 (overtime equalization) and 9.5 as indicated.
10. Reporting Pay applies.
11. Working Out of Classification applies.
12. Seniority does not apply.
13. Promotion does not apply.
14. Layoff/Recall does not apply.
15. Holidays applies.
16. Vacation applies, except for 16.12 (vacation selection) and 16.13 (vacation cancellation).
17. Health and Life Insurance applies. Status quo as is currently provided for in the City's benefit plans (for example, concerning temporary job share employees in one-half of a full-time budgeted position).
18. Sick Leave applies, except that 18.2 (Industrial Accident Leave) is limited to what is allowed at the time of the ratification of the successor to the 1988-92 contract.
19. Family Leave applies.
20. Leaves applies, except for:
20.2.1.2 Return up to six months, does not apply.
20.2.2 through 20.2.3 Union Leave does not apply.
21. Jury Duty applies only as indicated.
22. Safety-Sanitation applies, except for 22.14 (right to non-driving position if driver’s license is lost).
23. Union Representation applies.
24. Payday applies.
25. Strikes and Walkouts Barred applies.

26. Maintenance of Standards applies, however, the standards for temporaries may vary from that which applies to employees with permanent status.
27. Wage Scales applies, but some provisions are not relevant.
28. Recoupment of Overpayment/Underpayment applies.
29. Tools applies.
30. Clothing applies, except for 30.2 (safety shoes) as indicated.
31. Unemployment Compensation applies.
32. Training, Schools and Conventions applies.
33. Evaluations/Counseling does not apply except for 33.1 and 33.2.
34. Discipline and Discharge does not apply except as indicated.
35. Grievance Procedure applies except as limited by the provisions of Article 34.
36. Warrant of Authority. No change resulting from extending representation to temporary employees.
37. Savings Clause. No change resulting from extending representation to temporary employees.
38. Effective Date and Duration. No change resulting from extending representation to temporary employees.

Schedule A, sections 1-6 apply.

List of Agreements – Portland City Laborers Collective Bargaining Agreement

Schedule C: Applicability of Contract Provisions to Park Rangers and Seasonal Park Rangers

- LOA: Seasonal Park Rangers
- LOA: Regular Park Rangers
- MOU: Park Ranger Seniority Clarification
- LOA: Park Ranger Safety and Training
- LOA: Park Ranger Recruitments

1. March 14, 1989/July 1, 2017: Temporary employees Citywide

2. April 30, 2014/July 1, 2017: Career Development Program Citywide

3. September 19, 1990/July 1, 2017: Stand-by Pay Provision BES

4. October 3, 1996/July 1, 2017: BES Operations shifts BES

5. June 29, 1998/July 1, 2017: Special Operations Group (SOG) BES

6. June 12, 1997/July 1, 2017: Pump Station 4/10 Schedule BES

7. December 7, 1998/July 1, 2017: Columbia Blvd 4/10 Schedule BES

8. March 18, 1999/July 1, 2017: WPCL Alternate Schedule BES

9. November 24, 1999/July 1, 2017: Tryon Creek 4/10 Schedule BES

10. February 28, 2000/July 1, 2017: Wastewater Storekeeper 4/9 ScheduleBES

11. January 18, 2007/July 1, 2017: Shift and Vacation Bidding BES

12. December 9, 2010/July 1, 2017: Holidays for 24/7 Operations BES

13. April 30, 2014/July 1, 2017: 4/10 Schedule Fire

14. April 30, 2014/July 1, 2017: 9/80 Schedule Fire

15. April 30, 2014/July 1, 2017: 4/10 Schedule Fleet

16. November 1, 1992/July 1, 2017: Golf Division Rest Period Parks

17. August 5, 2003/July 1, 2017: Equipment Section Alternate Schedule Parks

18. April 19, 2008/July 1, 2017: Designate Parks as Single Work Unit Parks

19. October 24, 2008/July 1, 2017: Carpenter Shop Alternate Schedule Parks

20. April 20, 2010/July 1, 2017: City Nature, Urban Forestry, Maintenance

	Crews Alternate Schedule	Parks
21.	December 20, 2010/July 1, 2017: Holidays for 24/7 Operations	Parks
22.	April 30, 2014/July 1, 2017: Tree Inspector Stand-By	Parks
23.	April 30, 2014/July 1, 2017: 4/10 Schedule	Police
24.	April 30, 2014/July 1, 2017: 9/80 Schedule	Police
25.	April 30, 2014/July 1, 2017: 9/80 Schedule	BTS
26.	June 25, 1980/July 1, 2017: Maintenance Operations Pay and Classification Conditions	Transportation
27.	September 19, 2008/July 1, 2017: Sewer Repair Stand-By	Transportation
28.	September 19, 2008/July 1, 2017: Sewer Cleaning Stand-By	Transportation
29.	July 13, 2009/July 1, 2017: AEOI Additional Safety Shoes	Transportation
30.	April 30, 2014/July 1, 2017: 4/10 Schedule	Transportation
31.	April 30, 2014/July 1, 2017: 9/80 Schedule	Transportation
32.	July 1, 2017: Labor Management Workgroup – Working out of Classification	Citywide
33.	September 6, 2016/July 1, 2017: GPS	Citywide
34.	July 1, 2017: Labor Management Apprenticeship Committee	BES, PBOT, Parks

SCHEDULE C:
Applicability of Contract Provisions to Park Rangers and Seasonal Park Rangers

10/27/14 Revised 7/1/17

LETTER OF AGREEMENT
Laborers International Union of North America (LiUNA) Local 483 and the City of Portland
Seasonal Park Rangers

The parties to this Letter of Agreement (LOA) are Laborers' International Union of North America (LiUNA) Local 483 (LL483) and the City of Portland (CoP). On May 20th, 2014 the employees in the Park Ranger classification who have seasonal appointments were certified by the Employment Relations Board as exclusively represented by LL483 under the District Council of Trade Unions (DCTU) Collective Bargaining Agreement. With respect to Seasonal Park Rangers, the terms and conditions of the Portland City Laborers contract do not apply unless specifically outlined below.

Preamble	Applies.
1	Recognition applies as indicated except:
1.1.1	Seasonal Park Rangers have no probationary period.
1.1.5	Seasonal Park Rangers may work up to 1400 hours per calendar year.
2.	Union Security applies.
3.	Dues Check-Off applies.
4.	Management Rights applies.
5.	Productivity applies.
6.	Job Security and Outside Contracting applies.
7.	Work Schedules and Workweeks does not apply. Instead the following language applies:

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

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

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

Part-time work schedules shall be allowed.

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

8. Shifts applies.
9. Overtime applies as indicated except:
9.2 Employees are not eligible for Compensatory Time in lieu of pay at the applicable rate of overtime.
10. Reporting Pay and Minimum Pay applies.
11. Working Out of Classification applies.
12. Seniority does not apply.
13. Promotion applies
14. Layoff/Recall does not apply. Instead the following language applies:

A Seasonal Park Ranger who completed their assignment for the season shall be eligible for re-employment the following year only, provided in the judgment of the City that the employee is suitable for re-employment. The employee shall be provided written notification of eligibility for re-employment on their last scheduled workday. Copies of the notice will be place in the employee's official personnel file and provided to the Union.

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

15. Holidays does not apply. Instead the following language applies:

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

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

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

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

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

An eligible employee shall be any employee who has been an employee of the City at least two weeks prior to the holiday and is in paid status the day before and the day following the holiday. Employees directed or authorized to work on a holiday shall be compensated at time and one-half for the time worked on the holiday and shall defer the holiday with pay until a later date. The deferred holiday shall be taken at the mutual convenience of the employee and the bureau.

16. Vacation does not apply.
17. Health and Life Insurance does not apply. Instead:

Eligibility
Seasonal Park Rangers are eligible for the City's Seasonal Worker Medical, Vision and Dental Benefits Plans on the first of the month following sixty (60) days of service in a position that is scheduled within SAP for a minimum of twenty-eight (28) hours per week.

Enrollment
A Seasonal Park Ranger will automatically be enrolled in Medical, Vision and Dental Benefits Plan single (1) party coverage when the initial eligibility requirement is met. An employee may enroll eligible family members within thirty (30) days after the employee's initial enrollment. Medical, Vision and Dental Benefits Plan coverage for eligible family members will be retroactive to the date the employee became eligible for coverage. The employee's additional required Medical, Vision and Dental Benefits Plan contribution will be withheld from the employee's next paycheck after the enrollment process is complete and any required documentation has been received.

City required documentation must be provided before eligible family members will be enrolled.

Continued Eligibility
In order to continue eligibility for the City's Seasonal Worker Medical, Vision and Dental Benefits Plan, a Seasonal Park Ranger must have been paid for one hundred twelve (112) hours in the prior month.

City/Employee Contributions
The City shall contribute for each eligible Seasonal Park Ranger ninety percent (90%) of the total Seasonal Park Ranger Medical, Vision and Dental Benefit Plan rates adopted by the City Council for the one party, two party, or family enrollees (whichever applies) for the term of the Agreement.

Each eligible employee shall contribute ten percent (10%) of the total Seasonal Park Ranger Medical, Vision and Dental Benefits Plan rates adopted by the City Council rates for the one party, two party, or family enrollees (whichever applies). The portion of the Medical, Vision and Dental Benefits Plan costs paid by a Seasonal Park Ranger shall be paid through a monthly pre-tax payroll deduction as allowed under state and federal tax code provisions.

To meet Federal Affordable Care Act (ACA) requirements the City will continue its employer contribution up to six (6) months for any employee who remains employed by

the City and who had previously met the eligibility requirement, but has reduced hours below the eligibility requirements.

Employee Opt Out
For the term of this Agreement, a Seasonal Park Ranger eligible for the Medical, Vision and Dental Benefits Plan who provides proof of alternative medical coverage may choose to opt out of the City provided Medical, Vision and Dental Benefits Plan.

Affordable Care Act Excise Tax Limit
The parties agree to reopen this Article if the cost of the Seasonal Medical, Vision and Dental Benefits Plan is projected to be above the 2018 ACA federal excise tax limit.

18. Sick Leave does not apply. Instead:

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

19. Family and Medical Leave applies.
20. Leaves of Absence does not apply except:
20.2.2 Union leave applies.
21. Jury Duty and Witness Pay applies.
22. Safety-Sanitation applies as indicated except:
22.13.1 Does not apply.
23. Union Representation applies.
24. Payday applies.
25. Strikes and Walkouts Barred applies.
26. Maintenance of Standards applies.
27. Wage Scales does not apply. Instead the following language applies:

If the position description of Seasonal Park Ranger is substantially revised, the City will set a wage range for the classification and notify the Union.

Upon setting a wage range for the revised classification, the City shall notify the Union of the range and its effective date. The Union may either accept the established range or within ten (10) working days of receipt of the City's notice, or 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.

28. Recoupment of Overpayment/Underpayment applies.
29. Tools applies.
30. Clothing applies except for 30.1. Current practice for work clothing provided below.
31. Unemployment Compensation applies.
32. Training, Schools and Conventions applies.
33. Evaluations/Counseling applies.
34. Discipline and Discharge does not apply. Instead the following language applies:

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

35. Grievance Procedure does not apply. Instead the following language applies: To promote better City-employee relationships, all parties pledge their immediate cooperation to settle any grievances or complaints that might arise out of the application of this Agreement, and the following procedure shall be the sole procedure to be utilized for that purpose. The parties further agree that all meetings under this procedure will be conducted in a professional manner and in a spirit of mutual respect consistent with mutual resolution of grievances arising under this Agreement.

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.

Procedure:

Time Limits:
It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Failure by the City to respond in writing within the time limits at each level shall render the grievance automatically appealed to the next level in the grievance procedure. Failure by the Union to file the grievance or respond in writing within the time limits at each level shall render the grievance automatically withdrawn. The Union will advise the appropriate individual at the next level within a reasonable period of time.

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

Level One -- Immediate Designated Supervisor: If a dispute is not resolved at the informal level, the employee or Union shall file the grievance in writing on the appropriate form to the immediate designated supervisor outside the bargaining unit within five (5) working days of the claimed violation.

This statement shall specify the provision or provisions of this Agreement claimed to be violated and the manner in which such provision is claimed to have been violated, all pertinent information, the remedy sought, and shall be signed by the employee and/or by the Union.

The immediate designated supervisor to whom the grievance is directed shall communicate their decision, along with the reasons therefore, to the employee and the Union in writing within five (5) working days.

Level Two -- Bureau Head/ Human Resources: 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 Director of the Bureau of Human Resources, or designee or the bureau head, or designee within ten (10) working days after receiving notice of the decision.

The appeal shall include a copy of the original grievance.

Upon timely filing, the written grievance will be discussed between the employee, the Union involved and the director of the Bureau of Human Resources, or designee or Bureau Head, or designee within ten (10) working days after filing, unless extended by mutual consent.

The decision of the Director of the Bureau of Human Resources, or designee or Bureau Head, or designee, shall be final.

36. Warrant of Authority applies.
37. Savings Clause applies.
38. Effective Date and Duration applies.

Schedule A. applies.

Seasonal Park Rangers will move through the steps based on hours paid (6 months== 1040 hours, 1 Year= 2080 hours, etc.).

Job#	Job Title	EN	M6	Y1	Y2	Y3
new	Seasonal Park Ranger	$16.68	$18.18	$19.27	$20.44	$21.66

Schedule B does not apply.

Current Practice for Uniforms/Clothing:

Rangers are issued two (2) shirts (at least one being short sleeve), three (3) pants (at least one being long leg pants and one being shorts), and one (1) jacket. If assigned to work in inclement weather such as in winter, additional uniform items will be issued.

In addition, Rangers must purchase or provide their own footwear and their own belt. Footwear must be sturdy, closed toed and suitable for hiking in densely forested areas. Belts must be a dark neutral color to match as closely as possible the color of the Ranger's footwear (e.g. brown boots would require a brown belt) and at least one (1) inch in width. Rangers will wear their shirts tucked in and buttoned to the second button; pants will be belted. Rangers are expected to keep their uniforms clean, in good repair and worn properly. Any part of the uniform that becomes worn or damaged will be repaired or replaced as necessary by the Park Rangers. Rangers are not permitted to wear any items of clothing or decorations that are not department issued without the express permission of the Supervisor. Rangers are required to wear the Ranger uniform while performing work as a Park Ranger, unless otherwise authorized. All items of equipment and clothing that are issued must be returned by an employee's last day of work.

10/27/14 Revised 7/1/17

LETTER OF AGREEMENT
Laborers International Union of North America (LiUNA) Local 483 and the City of Portland
Regular Park Rangers

The parties to this Letter of Agreement (LOA) are Laborers International Union of North America (LiUNA) Local 483 (LL483) and the City of Portland (CoP). On May 20th, 2014 the employees in the Park Ranger classification who have regular appointments were certified by the Employment Relations Board as exclusively represented by LL483 under the District Council of Trade Unions (DCTU) Collective Bargaining Agreement. With respect to Regular Park Rangers, the terms and conditions of the Portland City Laborers contract do not apply unless specifically outlined below.

Preamble Applies.
1. Recognition applies as indicated except:
1.1.1 Probationary period is 9 months from the date of hire.
2. Union Security applies.
3. Dues Check-Off applies.
4. Management Rights applies.
5. Productivity applies.
6. Job Security and Outside Contracting applies.
7. Work Schedules and Workweeks applies.
8. Shifts applies.
9. Overtime applies as indicated except:
9.2 Employees are not eligible for Compensatory Time in lieu of pay at the applicable overtime rate.
10. Reporting Pay and Minimum Pay applies.
11. Working Out of Classification applies.
12. Seniority applies as indicated except:
12.2 Employees shall not be able to bid reporting locations or new job locations
12.3.3 Bid Trades does not apply.
13. Promotion applies
14. Layoff/Recall applies
15. Holidays applies.
16. Vacation applies.
17. Health and Life Insurance applies.
18. Sick Leave applies.
19. Family and Medical Leave applies.
20. Leaves of Absence applies.
21. Jury Duty and Witness Pay applies.
22. Safety-Sanitation applies as indicated except:
22.13.1 Does not apply.
23. Union Representation applies.
24. Payday applies.
25. Strikes and Walkouts Barred applies.
26. Maintenance of Standards applies.
27. Wage Scales applies.
28. Recoupment of Overpayment/Underpayment applies.

29. Tools applies. ·
30. Clothing applies except 30.1. Current practice for work clothing is stated below.
31. Unemployment Compensation applies.
32. Training, Schools and Conventions applies.
33. Evaluations/Counseling applies.
34. Discipline and Discharge applies.
35. Grievance Procedure applies
36. Warranty of Authority applies.
37. Savings Clause applies.
38. Effective Date and Duration applies.

Schedule A applies.

Job #	Job Title	EN	M6	Y1	Y2	Y3	Y4
30001709	Park Ranger	$20.01	$21.80	$22.90	$24.05	$25.24	$26.52

Schedule B. does not apply.

Current Practice for Uniforms/Clothing:
Rangers are issued two (2) shirts (at least one being short sleeve), three (3) pants (at least one being long leg pants and one being shorts), and one (1) jacket. If assigned to work in inclement weather such as in winter, additional uniform items will be issued.

In addition, Rangers must purchase or provide their own footwear and their own belt. Footwear must be sturdy, closed toed and suitable for hiking in densely forested areas. Belts must be a dark neutral color to match as closely as possible the color of the Ranger's footwear (e.g. brown boots would require a brown belt) and at least one (1) inch in width. Rangers will wear their shirts tucked in and buttoned to the second button; pants will be belted. Rangers are expected to keep their uniforms clean, in good repair and worn properly. Any part of the uniform that becomes worn or damaged will be repaired or replaced as necessary by the Park Rangers. Rangers are not permitted to wear any items of clothing or decorations that are not department issued without the express permission of the Supervisor. Rangers are required to wear the Ranger uniform while performing work as a Park Ranger, unless otherwise authorized. All items of equipment and clothing that are issued must be returned by an employee's last day of work.

10/27/14 Revised 7/1/17

Memorandum of Understanding
Park Ranger Seniority Clarification

The parties to this Memorandum of Understanding are the City of Portland (City) and Laborers' International Union of North America (LiUNA) Local 483 (Union).

Recitals

1. On May 20th, 2014 the Employment Relations Board certified the Union as the exclusive representative for all Park Rangers employed by the City of Portland, including full-time Park Rangers and Park Rangers employed by City administrative rule to 1400 hours per calendar year under the District Council of Trade Unions (DCTU) contract.

2. Full time Park Rangers include individuals in the Park Ranger classification and an individual in the Community Outreach and Information Assistant classification that has been working as a Park Ranger.

3. The City and the Union were engaged in negotiations on the terms and conditions of employment for Park Rangers under the DCTU contract.

4. Seniority is the length of service in a permanent appointment to a specific job classification in the classified service.

5. All full-time employees performing the work of Park Rangers should be placed into the classification of Park Ranger.

Agreement

1. The City and the Union agree that it is appropriate to reclassify the Community Outreach and Information Assistant (Job Code 30000491) performing the work of a Park Ranger to the classification of Park Ranger (Job Code 30000179).

2. The City and the Union agree that the Community Outreach and Information Assistant, when reclassified, will accrue seniority from the date of first limited duration appointment to the Community Outreach and Information Assistant classification, September 30, 2010.

10/27/14 Revised 7/1/17

Letter of Agreement
Park Ranger Safety and Training

The parties to this Memorandum of Understanding are the City of Portland (City) and Laborers' International Union of North America (LiUNA) Local 483 (Union).

Recitals

1. The City and the Union have a mutual interest in ensuring a well-trained Park Ranger workforce.

2. The City and the Union have a mutual interest in ensuring Park Rangers are safe on the job.

3. The Portland Parks and Recreation Bureau (PP&R) has an established Safety Committee per Article 22.2 of the Portland City Laborers contract.

4. The Park Ranger Program runs an established Ranger Academy to train Park Rangers when a group is hired at once.

Agreement

1. PP&R will create a seat, for a represented Park Ranger, on the Bureau Safety Committee established under Article 22.2 of the Portland City Laborers contract.

2. The PP&R Safety Coordinator will meet annually with the Park Rangers to discuss Safety issues. The Park Ranger Program will have Safety as an agenda item during its regular staff meetings.

3. The Park Ranger Program will establish a Training Committee with at least two (2) represented Park Rangers and two (2) Managers. This Committee will be tasked with reviewing the curriculum for the Ranger Academy and making recommendations for training year-round.

10/27/14 Revised 7/1/17

Letter of Agreement
Park Ranger Recruitments

The parties to this Memorandum of Understanding are the City of Portland (City) and Laborers' International Union of North America (LiUNA) Local 483 (Union).

Recitals

1. The Union has an interest in working to establish opportunities for Seasonal Park Rangers to fill vacant, budgeted Park Ranger positions.

2. The City recognizes that Seasonal Park Rangers are trained in the work of Park Rangers.

Agreement

1. The City and the Union agree that Portland Parks and Recreation (PP&R) will run every other Park Ranger recruitment as an Internal Recruitment.

2. This agreement is not grievable.

3. If PP&R misses an Internal Recruitment the resolution will be to make it up in the subsequent recruitment.

4. This agreement sunsets with the duration of this Collective Bargaining Agreement.

#1 March 14, 1989/July 1, 2017 All Bureaus

LETTER OF UNDERSTANDING
Laborers' International Union of North America (LiUNA) Local 483 and the City of Portland

I. PARTIES The parties to this Letter of Agreement are the City of Portland (hereinafter the City), and LiUNA Local 483 (hereinafter the Union).

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

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

III. AGREEMENT

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

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

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

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

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

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

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

6. Employees who are temporarily appointed shall be given by the City a copy of this Letter of Agreement upon appointment and be required to sign a form acknowledging receipt of this Letter. A copy of that signed acknowledgment shall be sent to the Union.

#2 April 30, 2014/July 1, 2017 All Bureaus

Letter of Agreement
(Career Development Program)

The parties to this Letter of Agreement are the City of Portland (City) and Laborers' International Union of North America (LiUNA) Local 483 (Union).

Background

1. The City and the Union are parties to a collective bargaining agreement (CBA) for the period July 1, 2013 through June 30, 2017.

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

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

Agreement

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

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

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

4. Upon implementation of the Career Development Program, the parties agree to modify Article 11.2 so that employees who participate in the Career Development Program shall be eligible for working out of classification opportunities when no employee is available from the appropriate eligible list. If no employee is available from the appropriate eligible list and no employee who is participating in the Career Development Program is available, the City shall select from among any qualified, available, and willing employees in the division or bureau as outlined in Article 11.2.2.

5. This Agreement shall be effective ratification of the 2013-2017 CBA by all parties.

LETTER OF UNDERSTANDING
Laborers' International Union of North America (LiUNA) Local 483 and the City of Portland
Stand-by Pay Provision

Upon signing of this Memorandum of Agreement by all parties below the Bureau of Environmental Services (BES), and LiUNA Local 483 agree to the following Stand-by Pay provisions as follows:

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

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

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

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

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

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

   The employee on stand-by must respond to the initial contact within one-half (1/2) hour unless otherwise mutually agreed. If the employee's presence at the worksite is required, the employee must be able to report for work within a period of one-half (1/2) hour, absent unusual circumstances.

3. Effective January 1, 2015 employees who are assigned standby time under a Letter of Agreement shall be paid at the applicable straight time rate or shall receive compensatory time for all assigned standby time up to a total accrual rate of eighty

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

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

LETTER OF UNDERSTANDING
Laborers' International Union of North America (LiUNA) Local 483 (Union), and the City of Portland

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

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

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

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

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

6. Overtime will be offered in two categories.
    a. Employees who work "Short Notice" overtime (notice of less than 88 hours) will have the option of pay at the applicable overtime rate or taking compensatory time computed at the applicable overtime rate for the overtime hours worked as provided for under Article 9.2.3 and 9.2.4 if applicable.

    b. Employees who work "Advance Notice" overtime (notice of 88 hours or more) will be paid, at the City's discretion, at the applicable overtime rate or with

compensatory time computed at the applicable overtime rate for the overtime hours worked, or as provided for under Article 9.2.4.

c. Overtime worked while on "Stand-by" is required overtime and is paid at the employee's option as described in 8a.

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

8. Classification specific changes:

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

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

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

LETTER OF AGREEMENT

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

Background

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

Agreement

1. Operators in the Relief Pool are the designated first source of replacements for leave coverage including vacation leaves, sick leaves, dependent care, union leave or jury duties. If these assignments do not involve changing starting times or days off, the Bureau has the authority to utilize Monday through Friday "A" Shift Operators or the Relief Shift Operators. Both parties recognize that employees outside of the Relief Pool are assigned for coverage by seniority on a rotation basis.
2. There will be at least four (4) Relief Pool slots in SOG. Operators in Relief Pool slots will normally be assigned "A" shift, Monday through Friday.
3. The City will designate, in advance of the Open Bid, the specific number of slots within the SOG work unit to be in the Relief Pool slots for the bid year. During the period that this agreement is in effect, the parties agree that Operators bid into the Relief Pool slots.
4. Operators in the Relief Pool will receive a $2 per hour premium for all hours worked. They are not eligible for any other shift differential set forth in Article 8 of the Labor Agreement.
5. The Bureau will attempt to equalize the assignment of coverage by Relief Pool members.
6. It is the intention of all parties that Operators in the Relief Pool slots will be utilized under the following conditions:
    a. Operators in the Relief Pool will be given a minimum of 24 hour notice of schedule changes affecting their starting times or days off.

b. Operators in the Relief Pool will be guaranteed a minimum of 10 hours off between shifts except (1) when the Operator has volunteered for overtime work; or (2) when the Operator is required for mandatory overtime work when the Bureau determines that minimum staffing requirement dictate and notice has been given as required by Article 9.1 of the Labor Agreement.

c. Changes in shifts for Operators in the Relief Pool shall be effective for not less than 40 work hours on the same assignment and may be used to cover no more than two (2) consecutive shifts (e.g., A shift + B shift) when transitioning from the bid SOG schedule or from a Relief Assignment.

d. If items "a" through "c" are not met, then the first shift of eight (8) hours on the new schedule will be paid for at one and one-half (1.5) times the employee's base rate.

e. Overtime will be paid according to guidelines set within the FLSA and conditions within this Letter of Agreement.

f. Once a Relief Pool member has completed a Relief Assignment, they may be assigned either to return to the SOG bid schedule immediately or have days off as deemed appropriate by the Supervisor.

7. This Agreement will be in effect from the date of its approval by ordinance by the City Council.

8. Either party may provide notice that it wishes to terminate this Agreement. Such notice will be given in writing to the other party at least 30 days prior to the annual open bid. If such notice is given, this Agreement shall no longer be in effect upon the implementation of the open bid.

9. The parties acknowledge that this Letter of Agreement has been crafted to address the special circumstances referenced herein. Therefore, the parties stipulate that the terms of this Letter of Agreement shall not establish any precedent whatsoever.

LETTER OF UNDERSTANDING
Laborers' Local 483 and the City of Portland

Laborers' International Union of North America LiUNA Local 483 (Union) and the City of Portland (City) agree to establish 4-10 work schedules in the Bureau of Environmental Services, Wastewater Group for the Industrial Maintenance Millwrights, in accordance with Article 7.1.1 of the Portland City Laborers Labor Agreement. The schedule will consist of four consecutive ten-hour (4-10) days with three consecutive days off. In order to implement the 4-10 plan, the following conditions are mutually agreed upon:

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

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

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

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

LETTER OF UNDERSTANDING
City of Portland and Laborers' International Union of North America (LiUNA) Local 483

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

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

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

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

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

LETTER OF UNDERSTANDING
Laborers' International Union of North America (LiUNA) Local 483
and the City of Portland

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

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

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

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

3. Pursuant to Article 7.1.3 of the Portland City Laborers contract, the City and LiUNA Local 483 agree that either party may terminate this agreement at any time for any reason upon thirty (30) days written notice to the other party. The employee(s) will then revert to a shift schedule established by the bureau under Article 7.1 of the Portland City Laborers contract on the first day of the pay period. Transfer back to a new schedule shall not be subject to the overtime provisions of the Portland City Laborers contract.

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

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

LETTER OF UNDERSTANDING
Laborers International Union of North America (LiUNA) Local 483 and the City of Portland

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

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

   A. The hours and days to be worked.

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

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

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

   E. Tryon Creek personnel may be required to "Stand By."

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

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

LETTER OF UNDERSTANDING
Laborers' International Union of North America (LiUNA) Local 483 and the City of Portland

LiUNA Local 483 (Union) and the City of Portland (City) agree to establish a limited term 4-9s work schedule in the Bureau of Environmental Services, Wastewater Group, for the Storekeepers, in accordance with Article 7.1.2 of the current Portland City Laborers Labor Agreement. In order to formally implement the plan, which was informally started by mutual oral agreements by Stores Management, DCTU and Storekeepers in the last pay period of 1998, the following conditions are agreed upon:

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

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

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

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

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

6. Either party may terminate this agreement at any time for any reason upon thirty (30) days written notice to the other party.

#11 January 18, 2007 /July 1, 2017 Environmental Services

Subject: Wastewater Operator 2 Bid Procedure

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

Definition of Terms:

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

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

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

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

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

Operator bids will be started in one of two circumstances:

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

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

- An Operator bid will be posted on date above at 6:00 a.m.
- LiUNA Local 483 Shop Stewards commit to facilitate the bid so that, within five (5) calendar days of posting, the bid will be complete and subsequently collected by an Operations Specialist.

- The assigned Operations Specialist will draft a bid implementation schedule within fourteen (14) calendar days of bid completion.
- The draft bid implementation schedule will be sent to the Business Manager of LiUNA Local 483 for approval. The Business Manager or designee will approve the bid implementation schedule within three (3) calendar days.

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

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

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

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

The vacation bid will be done simultaneously with open bids.

Any vacancy created as a result of operator bid implementation will be covered by "Special Operations (SOG) pool."

LETTER OF AGREEMENT

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

Background

1. The Union was a party to the July 1, 2010 – June 30, 2013 Labor Agreement between the City and the District Council of Trade Unions.

2. Article 15.1.2 states that whenever a guaranteed paid holiday falls on a Saturday, the Friday before shall be considered a holiday and paid as such. Whenever the holiday falls on a Sunday, the Monday following shall be considered the holiday and paid as such.

3. Article 15.1.3 provides that notwithstanding 15.1.2, those crews and work units that operate seven (7) days per week, twenty-four hours per day, will observe Christmas Day on December 25, New Year's Day on January 1, Independence Day on July 4, and Veterans Day on November 11.

4. The Bureau's Water Pollution Control Laboratory operates seven (7) days per week, but does not operate twenty-four (24) hours, so all holidays that fall on either Saturday or Sunday are observed pursuant to Article 15.1.2.

5. The Bureau and the employees at the Water Pollution Control Laboratory represented by the Union wish to observe Christmas Day, New Year's Day, and Independence Day holidays pursuant to Article 15.1.3.

Agreement

1. The parties agree that the employees at the Water Pollution Control Laboratory represented by the Union will observe the Christmas Day, New Year's Day, Independence Day, and Veterans Day holidays pursuant to Article 15.1.4.

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

#13 April 30, 2014 /July 1, 2017 Fire and Rescue

Altered Bi-Weekly Work Schedule Agreement
Fire and Rescue
Laborers' International Union of North America (LiUNA) Local 483

Background

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

Agreement

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

2. These schedules shall commence on the first day of the payroll period following the signing of this agreement by all parties.

3. Either party may terminate a schedule created under this agreement at any time and for any reason upon thirty (30) days written notice to the other party. The employee(s) shall revert to a work schedule established by the Bureau under Article 7.1.

4. When establishing or terminating the work schedules described in this agreement, the City will pay overtime only when required under the FLSA and not as provided in the Collective Bargaining Agreement between the parties.

#14 April 30, 2014 /July 1, 2017 Fire and Rescue

Altered Bi-Weekly Work Schedule Agreement
Fire and Rescue
Laborers' International Union of North America (LiUNA) Local 483.

Background

1. Article 7.1.2 of the Collective Bargaining Agreement provides for, by mutual agreement, weekly work schedules consisting of four (4) consecutive nine (9) hour workdays with three (3) consecutive days off, and four (4) consecutive nine (9) hour workdays and one (1) eight (8) hour workday with two (2) consecutive days off. This is commonly known as a 9/80 schedule.

Agreement

1. The employees on the list attached shall have 9/80 schedules with the days of work and consecutive days off designated for each employee.

2. These schedules shall commence on the first day of the payroll period following the signing of this agreement by all parties.

3. Either party may terminate a schedule created under this agreement at any time and for any reason upon thirty (30) days written notice to the other party. The employee(s) shall revert to a work schedule established by the Bureau under Article 7.1.

4. When establishing or terminating the work schedules described in this agreement, the City will pay overtime only when required under the FLSA and not as provided in the Collective Bargaining Agreement between the parties.

#15 April 30, 2014 /July 1, 2017
Fleet

Altered Bi-Weekly Work Schedule Agreement
CityFleet
Laborers' International Union of North America (LiUNA) Local 483

Background

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

Agreement

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

2. These schedules shall commence on the first day of the payroll period following the signing of this agreement by all parties.

3. Either party may terminate a schedule created under this agreement at any time and for any reason upon thirty (30) days written notice to the other party. The employee(s) shall revert to a work schedule established by the Bureau under Article 7.1.

4. When establishing or terminating the work schedules described in this agreement, the City will pay overtime only when required under the FLSA and not as provided in the Collective Bargaining Agreement between the parties.

LETTER OF UNDERSTANDING
Laborers' International Union of North America (LiUNA) Local 483 and the City of Portland

Golf Division Rest Period Provisions

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

1. The current Portland City Laborers Labor Agreement has certain rest period provisions as provided for in Article 7.3:

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

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

   This change will continue in force until otherwise provided for.

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

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

   Employees' work shift hours are standard day shift hours.

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

#17 August 5, 2003/July 1, 2017 Parks and Recreation

LETTER OF UNDERSTANDING
Laborers International Union of North America (LiUNA) Local 483 (Union) and the City of Portland (Portland Parks & Recreation)

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

The modified bi-weekly work schedule, instituted on May 31, 2002, in accordance with DCTU contract section 7.7.2 consists of "four (4) consecutive nine (9) hour days, with three (3) consecutive days off and five (5) consecutive work days consisting of four (4) consecutive nine (9) hour days, and one (1) eight (8) hour day with two (2) days off. Overtime rates will be paid for all hours worked beyond the employee's regular scheduled work days in the altered bi-weekly work schedule and for any work performed on the employee's scheduled days off and on holidays."

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

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

#18 April 19, 2008 /July 1, 2017 Parks and Recreation

LETTER OF AGREEMENT

The parties to this Agreement are Portland Parks & Recreation (PP&R) and Laborers' International Union of North America (LiUNA) Local 483 (Union).

BACKGROUND

Article 12.2.3 of the Labor Agreement between the City of Portland and the Union states:

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

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

AGREEMENT

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

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

LETTER OF UNDERSTANDING

Altered Bi-Weekly Work Schedule
Portland Parks & Recreation
&
Laborers' International Union of North America (LiUNA) Local 483

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

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

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

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

#20 April 20, 2010 /July 1, 2017 Parks and Recreation

LETTER OF UNDERSTANDING

Altered Bi-Weekly Work Schedule
Portland Parks & Recreation
&
Laborers' International Union of North America (LiUNA) Local 483

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

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

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

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

LETTER OF AGREEMENT

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

Background

1. The Union was a party to the July 1, 2010 – June 30, 2013 Labor Agreement between the City and the District Council of Trade Unions.

2. Article 15.1.2 states that whenever a guaranteed paid holiday falls on a Saturday, the Friday before shall be considered a holiday and paid as such. Whenever the holiday falls on a Sunday, the Monday following shall be considered the holiday and paid as such.

3. Article 15.1.4 provides that notwithstanding 15.1.2, those crews and work units that operate seven (7) days per week, twenty-four hours per day, will observe Christmas Day on December 25, New Year's Day on January 1, and Independence Day on July 4.

4. The Bureau employees represented by the Union are in work units which operate seven (7) days per week, but does not operate twenty-four (24) hours, so all holidays that fall on either Saturday or Sunday are observed pursuant to Article 15.1.2.

5. The Bureau and the employees represented by the Union wish to observe Christmas Day, New Year's Day, and Independence Day holidays pursuant to Article 15.1.4.

Agreement

1. The parties agree that the employees at the Water Pollution Control Laboratory represented by the Union will observe the Christmas Day, New Year's Day, and Independence Day holidays pursuant to Article 15.1.4.

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

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of Portland Parks and Recreation (Bureau) and Laborers' International Union of North America (LiUNA), Local 483 (Union) for employees who work in the City Nature Program in the Tree Inspector classification.

Background

1. The City and the Union were parties to a Collective Bargaining Agreement (Agreement) for the period July 1, 2010 through June 30, 2013.

2. The current Agreement has certain provisions for negotiating alternate stand-by provisions between the City and the Unions as provided for in Article 10.4.

3. The purpose of this Letter of Agreement is to provide an alternate stand-by agreement for Tree Inspectors who work in the City Nature Program.

Agreement

1. The Bureau may require a Tree Inspector to stand-by during their off duty hours.

2. If the Bureau requires a Tree Inspector to stand-by during their off-duty hours, the employee shall receive 18 hours pay for one (1) week (7 consecutive days) at the straight time rate.

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

4. Work performed while on stand-by will be paid in accordance with Article 10.2 and its subsections of the Agreement.

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

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

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

7. If an employee called back to work, either under a stand-by agreement or otherwise, and works less than three (3) hours and is called out again within the three hours, they will not receive a second minimum.

Altered Bi-Weekly Work Schedule Agreement
Police Bureau
Laborers' International Union of North America (LiUNA) Local 483.

Background

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

Agreement

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

2. These schedules shall commence on the first day of the payroll period following the signing of this agreement by all parties.

3. Either party may terminate a schedule created under this agreement at any time and for any reason upon thirty (30) days written notice to the other party. The employee(s) shall revert to a work schedule established by the Bureau under Article 7.1.

4. When establishing or terminating the work schedules described in this agreement, the City will pay overtime only when required under the FLSA and not as provided in the Collective Bargaining Agreement between the parties.

#24 April 30, 2014 /July 1, 2017
Police

Altered Bi-Weekly Work Schedule Agreement
Police Bureau
Laborers' International Union of North America (LiUNA) Local 483.

Background

1. Article 7.1.2 of the Collective Bargaining Agreement provides for, by mutual agreement, weekly work schedules consisting of four (4) consecutive nine (9) hour workdays with three (3) consecutive days off, and four (4) consecutive nine (9) hour workdays and one (1) eight (8) hour workday with two (2) consecutive days off. This is commonly known as a 9/80 schedule.

Agreement

1. The employees on the list attached shall have 9/80 schedules with the days of work and consecutive days off designated for each employee.

2. These schedules shall commence on the first day of the payroll period following the signing of this agreement by all parties.

3. Either party may terminate a schedule created under this agreement at any time and for any reason upon thirty (30) days written notice to the other party. The employee(s) shall revert to a work schedule established by the Bureau under Article 7.1.

4. When establishing or terminating the work schedules described in this agreement, the City will pay overtime only when required under the FLSA and not as provided in the Collective Bargaining Agreement between the parties.

#25 April 30, 2014/July 1, 2017 Technology Services

Altered Bi-Weekly Work Schedule Agreement
Bureau of Technology Services
Laborers' International Union of North America (LiUNA) Local 483.

Background

1. Article 7.1.2 of the Collective Bargaining Agreement provides for, by mutual agreement, weekly work schedules consisting of four (4) consecutive nine (9) hour workdays with three (3) consecutive days off, and four (4) consecutive nine (9) hour workdays and one (1) eight (8) hour workday with two (2) consecutive days off. This is commonly known as a 9/80 schedule.

Agreement

1. The employees on the list attached shall have 9/80 schedules with the days of work and consecutive days off designated for each employee.

2. These schedules shall commence on the first day of the payroll period following the signing of this agreement by all parties.

3. Either party may terminate a schedule created under this agreement at any time and for any reason upon thirty (30) days written notice to the other party. The employee(s) shall revert to a work schedule established by the Bureau under Article 7.1.

4. When establishing or terminating the work schedules described in this agreement, the City will pay overtime only when required under the FLSA and not as provided in the Collective Bargaining Agreement between the parties.

LETTER OF UNDERSTANDING
Laborers' International Union of North America (LiUNA) Local 483 and the City of Portland

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

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

#27 September 19, 2008/April 30, 2014/July 1, 2017
Transportation

MEMORANDUM OF UNDERSTANDING

The parties to this Letter of Agreement are the City of Portland (City), on behalf of the Bureau of Transportation Maintenance Operations Group (Bureau), and Laborers' International Union of North America (LiUNA) Local 483 (Union).

BACKGROUND

1. EPA regulations require a written response plan including response times associated with Sewer Overflows. An established, quick response time also reduces City liabilities associated with Sewer Overflows.
2. The Bureau and Union have agreements compensating AEO II Vactor Operators and Utility Workers II assigned to the Sewer Cleaning Section in an on-call status using a stand-by pay provision. The stand-by pay provisions have been in place and effective since November 25, 2002 and September 19, 2008, respectively, as allowed in the Portland City Laborers Collective Bargaining Agreement, Article 10.4.1.
3. The Bureau wishes to determine if the quick response, efficiency, and safety during call-outs for Sewer Overflows would be enhanced by the assistance of Environmental Systems Crew Leaders and Construction Equipment Operators assigned to the Sewer Repair Section.
4. The purpose of this memorandum is to provide for Environmental Systems Crew Leaders and Construction Equipment Operators assigned to the Sewer Cleaning Section in an on-call status using a stand-by pay provision, as allowed in the Portland City Laborers Collective Bargaining Agreement, Article 10.4.

AGREEMENT

1. If the Bureau requires represented employees to stand-by during their off duty hours, the employee shall receive 18 hours pay for 1 week (7 consecutive days) at the straight time rate. Work performed while on stand-by will be paid in accordance with Article 10.2 of the Portland City Laborers Collective Bargaining Agreement.
2. Stand-by shall be defined as a requirement that an employee remain available and fit for callout during non-working time. Employees are responsible for keeping their assigned telecommunications equipment in operation and complying with their stand-by work assignment at all times. Failure to comply with the stand-by work assignments may subject employees to appropriate disciplinary actions.
3. The employee on stand-by must respond to the initial contact within one-half (1/2) hour, absent unusual circumstances.
4. Effective January 1, 2015 employees who are assigned standby time under a Letter of Agreement shall be paid at the applicable straight time rate or shall receive compensatory time for all assigned standby time up to a total accrual rate of eighty (80) hours at any given time. Effective January 1, 2015 employees who are assigned standby time under a Letter of Agreement and are called back to work during such assignment shall have the option of pay at the applicable overtime rate or

compensatory time computed at the applicable overtime rate up to a total accrual of eighty (80) hours at any one time.

5. Notwithstanding any current or future side letters of agreement, or any practices, if any employee is called back to work, either under a stand-by agreement or otherwise, and works less than three (3) hours and is called out again within the three hours, they will not receive a second minimum.
6. All stand-by work associated with this memorandum will be related to Sewer Operations.
7. The Bureau and Union agree that will terminate six (6) months after the latest signature date below.
8. If the parties wish to continue this memorandum after its expiration they will do so by a formal memorandum which will be attached to the Portland City Laborers Collective Bargaining agreement.
9. This Agreement is based on the particular facts of this situation and does not establish a precedent for addressing the same or similar situations in the future.

#28 September 19, 2008 /July 1, 2017
Transportation

MEMORANDUM OF UNDERSTANDING

The parties to this Letter of Agreement are the City of Portland (City), on behalf of Bureau of Transportation Maintenance Operations Group (Bureau), and Laborers' International Union of North America (LiUNA) Local 483 (Union).

BACKGROUND

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

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

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

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

AGREEMENT

1. If the Bureau requires represented employees to stand-by during their off duty hours, the employee shall receive 18 hours pay for 1 week (7 consecutive days) at the straight time rate. Work performed while on stand-by will be paid in accordance with Article 10.2 of the Portland City Laborers' Collective Bargaining Agreement.

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

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

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

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

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

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

#29 July 13, 2009 /July 1, 2017
Transportation

LETTER OF AGREEMENT

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Bureau of Transportation - Maintenance Operations Group (Bureau) and Laborers' International Union of North America (LiUNA) Local 483 (Union).

BACKGROUND

Automotive Equipment Operator I employees with Hazardous Material endorsements, regularly assigned to fuel operations, work in conditions that cause unusual wear and tear on the safety shoes and rain gear they are required to wear. The annual clothing allowance provided in Article 30.2 of the Labor Agreement between the City and the Union is not sufficient for these employees to maintain adequate footwear and rain gear.

AGREEMENT

Automotive Equipment Operator I employees regularly assigned to fuel operations will be reimbursed, upon proof of purchase, up to $250.00 beginning July 1, 2014 for an additional pair of safety shoes and/or rain gear on a replacement basis, as needed, no more than twice annually. The affected employees will turn in worn out safety shoes and rain gear as a condition of reimbursement for replacement.

This Agreement does not establish any precedent.

This Agreement is effective upon approval by the City Council.

#30 April 30, 2014/July 1, 2017
Transportation

Altered Bi-Weekly Work Schedule Agreement
Portland Bureau of Transportation

Laborers' International Union of North America (LiUNA) Local 483.

Background

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

Agreement

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

2. These schedules shall commence on the first day of the payroll period following the signing of this agreement by all parties.

3. Either party may terminate a schedule created under this agreement at any time and for any reason upon thirty (30) days written notice to the other party. The employee(s) shall revert to a work schedule established by the Bureau under Article 7.1.

4. When establishing or terminating the work schedules described in this agreement, the City will pay overtime only when required under the FLSA and not as provided in the Collective Bargaining Agreement between the parties.

#31 April 30, 2014 /July 1, 2017
Transportation

Altered Bi-Weekly Work Schedule Agreement
Portland Bureau of Transportation

Laborers' International Union of North America (LiUNA) Local 483.

Background

1. Article 7.1.2 of the Collective Bargaining Agreement provides for, by mutual agreement, weekly work schedules consisting of four (4) consecutive nine (9) hour workdays with three (3) consecutive days off, and four (4) consecutive nine (9) hour workdays and one (1) eight (8) hour workday with two (2) consecutive days off. This is commonly known as a 9/80 schedule.

Agreement

1. The employees on the list attached shall have 9/80 schedules with the days of work and consecutive days off designated for each employee.

2. These schedules shall commence on the first day of the payroll period following the signing of this agreement by all parties.

3. Either party may terminate a schedule created under this agreement at any time and for any reason upon thirty (30) days written notice to the other party. The employee(s) shall revert to a work schedule established by the Bureau under Article 7.1.

4. When establishing or terminating the work schedules described in this agreement, the City will pay overtime only when required under the FLSA and not as provided in the Collective Bargaining Agreement between the parties.

#32 July 1, 2017 All Bureaus

Citywide/Portland City Laborers
Labor Management Workgroup - Working Out of Classification

The parties to this agreement are the City of Portland (City) and Portland City Laborers (PCL) represented by LiUNA Local 483 (LL483 or Union).

Background

1. The City and the Union spent an extended period in negotiations over a successor agreement to the 2013-2017 Collective Bargaining Agreement.
2. The City and the Union could reach settlement on all issues except for Working Out of Classification.
3. The City and the Union have a shared interest in ensuring that the Working Out of Classification article can be implemented in such a way that does not create an undue burden on the City.
4. The City and Union agree that the three Bureaus with the most interest in working on this issue are Portland Parks and Recreation (PP&R), Bureau of Environmental Services (BES) and Portland Bureau of Transportation (PBOT Maintenance).

Agreement

1. The City and the Union shall establish a Labor Management Workgroup on Working Out of Classification.
2. The workgroup shall consist of eight (8) members, four (4) appointed by the Business Manager of LL483 and four (4) appointed by the Director of Human Resources.
3. The workgroup shall meet monthly and provide a report and/or agreement as to resolve implementation issues on Article 11 - Working Out of Classification by June 30, 2019.
4. The committee shall make decisions by consensus unless an otherwise agreed upon decision making method is chosen.
5. Issues to consider include, but are not limited to:
    a. Training/developmental opportunities for Seasonal Maintenance Workers and other current City employees not under the PCL Collective Bargaining Agreement.
    b. Individuals on appropriate eligible list (11.2.2) or qualified under 11.2.2 being at a reporting location different from where the working out of classification opportunity exists.
    c. Eligible employees refusing working out of classification opportunities.
    d. The domino effect of working out of classification opportunities moving a person from one group to another which may create another working out of classification opportunity. This situation breaks apart workgroups and may cause inefficiencies.
    e. Planned versus unplanned (sick/emergency) working out of classification opportunities.
    f. Temporary Appointments versus Working Out of Classification.
6. The City and Union agree on already established pay practices and agreements for Working Out of Classification.

#33 September 6, 2016/July 1, 2017 All Bureaus

Letter of Agreement - GPS

The parties to this Letter of Agreement are the City of Portland (hereinafter the City) and Laborers International Union of North America (LiUNA) Local 483 (hereinafter the Union).

Background

In order to ascertain the location of City vehicles and equipment, the City has installed Global Positioning Systems (GPS). GPS also has the capacity to record vehicle speed, idling time, hard breaking of a vehicle. GPS can send alerts if a vehicle passes a certain location, exceeds a certain speed, or engages in hard braking.

Agreement

1. The City will not use GPS data to discipline an employee for otherwise allowable activity during breaks and lunches.

2. The City may use GPS data for the purposes of discipline if there is a documented complaint, if an employee has a performance deficiency, if an employee has been counseled or disciplined for inappropriate use of City time, City resources or performance deficiencies, or if the City discovers an irregularity during a review conducted for reasons other than investigating for potential misconduct or performance deficiencies.

3. The City will notify its employees and the appropriate union when a bureau issues electronic devices, e.g., cell phones, computer tablets, hand held devices used by the Portland Bureau of Transportation Parking Enforcement Division, capable of determining the location of the device. Data from such a device may be used as outlined in #2 above.

4. The City and the Union have bargained to completion regarding the impact of installing GPS devices on City vehicles and this Agreement represents the entire agreement of the parties on that subject.

5. This agreement is in full effect for the life of the existing labor agreement and will remain in full effect unless opened by either party during negotiations for a successor agreement.

LETTER OF AGREEMENT
Laborers Local 483 and the City of Portland
Labor Management Apprenticeship Committee

1) The parties agree to create a Labor Management Apprenticeship Committee (LMAC) to explore opportunities within the Portland Bureau of Transportation (PBOT), the Bureau of Environmental Services (BES), and Bureau of Parks and Recreation (PP&R) for apprenticeship and trainee opportunities. These include both formal apprenticeships, as governed by the State of Oregon Apprenticeship and Training Division, and other on the job training opportunities.

2) The LMAC shall be composed of eight (8) members: four (4) management members (one each from PBOT, BES, PP&R, and one from the Bureau of Human Resources) and four (4) labor members (at least one being from PBOT, BES, and PP&R). The Business Manager of Laborers' Local 483 will select the four (4) labor members serving on the LMAC.

3) The LMAC is charged with creating a report on current and potential apprenticeship and on the job training opportunities within PBOT, BES, and PP&R. This report will include information about opportunities within classifications represented in the Portland City Laborers' (PCL) contract, as well as opportunities with outside groups (Oregon Tradeswomen, Inc., Laborers' Local 737, etc.). The aim of the report will be to identify pathways to increase apprentice and trainee positions within the PCL contract and to identify pathways to reduce barriers for disadvantaged and underrepresented populations employment in said classifications.

3) The report will be completed by September 1, 2019.

4) The report will be presented to the City Council during a regular Council session by members of the LMAC within three (3) months of its completion.

Union Local Address & Telephone Number

Laborers' Local 483
1125 SE Madison, Suite 206
Portland, OR 97214
Phone: 503-239-5676