

TA
12/6/10
5:45

City of Portland & COPPEA
2010 Successor Agreement Negotiations

Supposal

Term: Three year agreement

Salary No increase Year 1
Years 2 and 3 - 1% - 5% based on CPI-W for Portland

Other Revisions:

- Withdraw proposed language in Article 16 that would stop City health insurance premium payments if an employee does not work his standard designated hours and is not in protected status (FMLA).
- Withdraw language triggering a freeze in step increases based on unemployment rates and City's revenue.
- Add the day after Thanksgiving as a holiday.
- Establish premium pay of \$2 per hour for hazardous entry assignments and agree to a "me, too" if the final agreement on this subject with the DCTU is different.
- Increase pay for Electronic Systems Technicians by 3.9%.
- Maintain proposal that employees can be required to undergo a criminal records check or background investigation if required by business operational needs. Assist employees who cannot bump into another position through the Lay-off process with finding another position with the City.

- Professional Development Fund ~~has sunset and will not be in this agreement~~
 - 2nd year and 3rd year
 - \$40,000 plus for administrative
 - Related to current position, career path or another City position
 - supplementation in 2nd & 3rd years will be triggered - agree to future will need to work out final document.
 - Portion of fund for PDS - if bureau doesn't have funds, COPPEA will contribute.

Mr. Sallo, Pres. Coppia
Councilman and City of Portland

*To 5/17/10
Patricia Ward
John B...*

ARTICLE 6

GENERAL PROVISIONS

Section 1, Nondiscrimination.

(a) 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, and disability, and gender identity, source of income, family status or political affiliation. The Association 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 or mandatory retirement.

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

Comment [3-B1]: This section could be replaced by definition clause.

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

Comment [3-B2]: Moved to Article 2

~~**Section 2, Association Union Bulletin Boards.** The City agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used exclusively by the Association Union. The Association Union shall limit its posting of notices and bulletins to such bulletin boards.~~

Comment [3-B3]: Moved to Article 2.

~~**Section 3, Association Union Activities.**~~

~~The parties agree to the primary principle that Association Union activities will normally be carried on outside of working hours. It is recognized, however, that from time to time it will be necessary for Association Union activities to be carried on during working hours as, for example, the investigation of a grievance which can only be investigated under working conditions. It is further recognized that there are reasonable limited deviations from this policy such as posting of Association Union notices and distribution of Association Union literature which do not require substantial periods of time. Where such activities are necessarily or reasonably to be performed on company time, they may be done without loss of pay to the employees involved.~~

Effective immediately upon final ratification of this agreement, the Memorandum of Agreement and the accompanying Ordinance # 171704 dated October 30, 1997 shall include all four (4) COPPEA five (5) Union officers to a combined maximum of forty (40) eighty (80) reimbursable hours per month. This will allow the COPPEA officers an opportunity to perform COPPEA business during or adjacent to the normal work schedule for each employee officer as was agreed in the 10/30/97 ordinance noted above and is

only adjusting the available participants from two to four to five (5), and a collective ceiling of forty (40) eighty (80) hours total per month. The officers are identified and limited to the Past President, President, Vice President, Secretary and Treasurer. This agreement is in full effect for the life of the existing contract and will remain in full effect unless opened with a minimum of thirty (30) calendar days notice by either party, or at the end of the current contract.

Comment [J B4]: Moved to Article 2

Section 4, Association Union Business. Employees elected to any Association Union office which takes time from their employment with the City shall, upon sufficient notice and at the written request of the Association Union, be granted a leave of absence. The leave of absence shall not exceed one (1) year, but it shall be renewed or extended upon its expiration for a similar period upon the request of the Association Union.

Comment [J B5]: Moved to Article 2

Section 2, Probation.

(a) The probationary period for a full-time employee serving an initial probationary period in a COPPEA represented classification shall be nine (9) months. The probationary period for a full-time employee being promoted to a higher classification shall be six (6) months.

(b) The probationary period for a part-time or job-share employee serving an initial probationary period in a COPPEA represented classification shall be twelve (12) months. The probationary period for a part-time or job-share employee being promoted to a higher classification shall be nine (9) months.

(c) The probationary period may be extended for a period not to exceed ninety (90) days by mutual agreement between the Director of the Bureau of Human Resources, the Association and the affected employee.

Comment [CoP6]: Moved from Article 2 Association Security

Section 5 3, Uniforms and Protective Clothing.

(a) The employer City agrees to continue furnishing and replacing any uniforms, protective or safety clothing and safety clothing and equipment that is needed by the employee to perform his/her duties, except that in the case of safety shoes or rain gear needed by the employee to perform his/her duties, the employer shall reimburse employees for their purchase or replacement, up to a total maximum of \$100 per year, with the exception that the City shall reimburse employees--up to a total maximum of \$100 per calendar year --for their purchase or replacement of safety shoes, prescription safety glasses, rain gear, or insulated clothing needed by the employee to perform his/her duties. If an eligible employee received no reimbursement the previous year's window period calendar year, then up to \$150 may be reimbursed.

(b) Employees shall be instructed as to the safety apparel and/or equipment required for the work to be performed and the proper use thereof.

^{PTN}
(c) An employees shall be eligible for the reimbursement after completion of the probationary period for her initial appointment to a position needing the protective clothing described in subsection (a) above. ^{Re PTN}

Section 6 4, Classification Study. If the employer City commissions or conducts a study of job classifications of jobs covered by this agreement, the City shall make available to the Association Union a copy of the tentative report to ~~for~~ Association Union input, and a copy of the final report. ~~to~~ such study.

Section 7 5, Contract Printing. The City shall, within thirty (30) working days of City Council approval of this labor agreement, have copies of this agreement printed and bound and distributed to the Association Union at a charge equivalent to the City's cost of production. The number of copies shall be equal to of the number of current employees represented by the Association Union plus fifty (50) extra. Costs of additional copies for use by non ~~Association Union~~ personnel will be borne by the City.

Section 8 6, Safety. The City will exert every reasonable effort to provide and maintain safe working conditions, and the Association Union will cooperate to that end. The willful violation of any State or Federal safety law by an employee shall be cause for disciplinary action or discharge.

*TO STAFF
Dated 5/17/10
Goldberg*

ARTICLE 7

LABOR MANAGEMENT COMMITTEE

The City and the Association Union agree to the continuation of a COPPEA labor/management committee to study issues of mutual interest to the parties.

(a) The City and the Association Union shall each appoint not less than two (2) nor more than four (4) members to ^{this} the citywide Committee. A meeting may be requested by either party at a mutually convenient time and place.

(b) The committee will meet within sixty (60) days of the signing of this agreement and a minimum of one meeting each quarter for the duration of the existing contract.

(c) A quorum of half of the City and half of the Association Union members is required for the committee to convene and take action. An absent committee member may designate a substitute with full authority. Any committee member may invite one or more visitors to attend committee meetings.

(d) The committee shall select its co-chairpersons, comprised of one (1) Union representative and one (1) City representative, who shall serve at the pleasure of the committee.

(e) Issues of mutual interest to the parties shall be based on consensus and mutual agreement. These may include issues such as: how can leave time be more flexible, exploring methods to address sick leave abuse, and how to recognize superior performance of employees. However, issues regarding individual employee performance or disciplinary action will not be subject to committee discussion.

(f) Committee decisions and recommendations shall be made on a consensus basis. The committee shall be responsible for establishing internal committee decision-making processes.

(g) Members of the committee shall be allowed to attend committee meetings on on-duty time.

(h) Meeting minutes shall be made and forwarded to the designated bargaining representative for the City and the Association Union, in addition to the designated committee members.

(i) During collective bargaining for a successor contract, the committee will discontinue meeting.

(j) Any recommendation which would alter or amend the terms of this Agreement shall not be binding on the City or the Association Union unless ratified by the Association Union membership and the Portland City Council.

(k) Recommendations that would ^{PN} not alter or amend the terms of this Agreement shall not be binding on the City or the Association Union, ^{unless approved by PN} unless approved by a Written memorandum of understanding signed by the President of the Association Union and the Director of the Bureau of Human Resources. ^{PN}

(l) Nothing shall prohibit individual bureaus from creating separate Labor Management Committees with the Association Union to study issues of mutual interest to the individual bureaus and their employees.

Bureau committees shall ~~operate under the same provisions as above~~ not amend or alter the terms of application of this Agreement.

**ARTICLE 10
HOURS OF WORK**

*To Staff
Pamela
John*

Section 1, Regular Hours. The regular hours of work each day shall be consecutive except for meal periods.

Section 2, Work Shift and Week.

(a) The following are descriptions of allowed employee work shifts and weeks. **All work weeks shall not exceed forty (40) hours and shall include two (2) consecutive days off.**

(i) ~~Standard~~ **Standard.** The Standard Work Shift shall consist of a fixed schedule of eight (8) hours of work within a day. ~~The Standard Work Week shall not exceed forty (40) hours, and shall include two (2) consecutive days off. The Standard Work Week shall begin on the day following the second day off.~~

(ii) **ALTERNATE.** The Alternate Work Shift shall consist of a fixed schedule not exceeding (10) hours of work within a day. ~~The Alternate Work Week shall not exceed forty (40) hours, and shall include a minimum of (2) consecutive days off.~~

(iii) **VARIABLE.** The Variable Work Shift shall not exceed eleven (11) hours of work within a day. The Variable Work Shift shall have an agreed upon schedule of hours that may vary to reduce the cost of overtime or meet other needs of the City or the employee. ~~The Variable Work Week shall not exceed forty (40) hours, and shall include a minimum of (2) consecutive days off.~~

(b) The ~~§~~ **Standard** work shift and week is required unless both the City and the employee agree in writing to a **Alternate** or **Variable** work shifts and weeks. Either the City or the employee may require a change to a ~~§~~ **Standard** work shift and week by written notice seven (7) calendar days before the change is to become effective.

(c) Notice of change in an employee's ~~normal~~ **regular** work schedule, excluding overtime work required, shall be given to the affected employee at least seven (7) calendar days before the change is to become effective. The city must provide this notice in writing and the change must be effective for at least seven (7) calendar days.

(d) Emergency schedule changes. An emergency schedule change shall be defined as a situation beyond the control of the City for which the City could not pre-plan. Employees may have their work shift as defined in Article 19, Section 8, and week changed as the result of an emergency without the notice required in subsection (c) above. Employees will be paid at the rate of one and one-half times his or her regular rate for the first shift of the schedule change.

Employees shall maintain their rights to their regular work shift and week and will be returned to their regular schedule at the end of the emergency.

(e) Employees working any of the allowed work shifts and weeks may, to meet the needs of the City or the employee, occasionally adjust their hours of work by working fewer hours than scheduled on one day and making up for those hours by working an equivalent number of additional hours on another day in the same work week. Such scheduling adjustments will be by mutual agreement between management and the employee, and regardless of any other provisions of this Agreement, will not result in overtime pay.

Section 3, Continuous Operations. Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly-scheduled employment for twenty-four (24) hours a day, seven (7) days a week. The work week for employees engaged in continuous operations shall normally consist of four (4) or five (5) consecutive work shifts.

Section 4, Rest Periods. Except in emergency situations, all employees' work schedules shall provide for fifteen (15) minute rest periods during each one-half (1/2) shift. Rest periods shall be scheduled at the middle of each one-half (1/2) shift whenever feasible. Emergency situations are defined as situations where loss of life and/or serious public or private property damage is possible. Employees shall not receive additional pay for ~~meal periods or~~ rest breaks that are not taken.

Section 5, Meal Periods.

(a) All employees shall be granted an unpaid meal period of not less than one-half (1/2) hour or more than one (1) hour during each work shift unless extended by mutual agreement of the employee and their supervisor. Whenever possible, the meal period shall be scheduled approximately mid-shift.

Employees shall not receive additional pay for meal periods that are not taken.

(b) An employee required to work more than two (2) hours beyond the regular quitting time shall be allowed a one-half (1/2) hour meal period on the City's time, prior to starting the two-hour overtime period; however, should the employee fail to work the full two (2) hours beyond the completion of the meal period, the one-half (1/2) hour meal period will be disallowed, and the employee paid for all time actually worked. After two (2) hours' work beyond the completion of the meal period, an employee shall be allowed a paid fifteen (15) minute rest period. Four (4) hours after completion of the above-meal period, an employee shall be allowed a one-half (1/2) hour paid rest period.

(c) Present practices as to furnishing meals shall be continued.

Section 6, Clean-Up Time. Employees whose work requires personal clean-up prior to leaving the City's premises or job site shall be allowed necessary time for doing so prior to the end of the shift but not to exceed fifteen (15) minutes. Work schedules shall be arranged so employees may take advantage of this provision where it is applicable.

ARTICLE 14

VACATIONS LEAVE

To State
Patrick J. Ward
Gil B...

Section 1, Accrual. All employees shall receive vacations leave with pay as follows:

(a) Annual vacation leave for employees shall be computed on the basis of all time in pay status during each calendar year. The rate that annual vacation leave accrues shall depend upon the number of years total service for the City, whether or not total service was broken. Beginning with January 1, of the year in which the a full-time employee reaches the following service anniversaries, vacation leave shall accrue at the following rate:

<u>Anniversary</u>	<u>Accrual Rate Per BiWeekly Period</u>	<u>Equivalent Annual Vacation</u>
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

(b) Employees who share a budgeted fulltime position and serve for forty (40) hours in each pay period shall be allowed one half the accrual rates outlined in subsection (a) above. The rate that annual vacation leave accrues shall depend upon the number of years of total service for the City, whether or not total service was broken. Progression to higher accrual rates will occur beginning with January 1 of

the year in which the employee reaches the service anniversaries listed in subsection (a) above. The progression to higher accrual rates will be based on serving the number of hour's equivalent to the time periods designated in subsection (a) above.

(c) Permanent part-time employees who serve at least forty (40) hours but less than seventy two (72) hours each pay period shall accrue vacation in accordance with the number of hours served. The rate that annual vacation leave accrues shall depend upon the number of years of total service for the City, whether or not total service was broken. Progression to higher accrual rates will occur beginning with January 1 of the year in which the employee reaches the service anniversaries listed in subsection (a) above. The progression to higher accrual rates will be based on serving the number of hour's equivalent to the time periods designated in subsection (a) above.

(d) An employee's vacation is deemed earned and shall be accredited each payroll period, but shall not be available until completion of one (1) month of continuous service.

Section 2, Total Service. In computing vacation "anniversary" date as used in Section 1 of this Article:

- (a) Includes time while on leave of absence with pay or military leave without pay.
- (b) Includes any time under temporary appointment in City service, employment by the Commission of Public Docks, the Exposition Recreation Commission, and the Portland Development Commission.
- (c) Includes absence because of an on the job injury up to one (1) year.
- (d) Excludes time in City service for which employee receives or received pension benefits.

Section 3, Continued Vacation Accrual. Employees shall continue to accrue vacation credit for a period of (1) year because of an absence caused by on the job injury, provided that the employee returns to work in accordance with the City's Human Resources Administrative Rules on Vacation Leave.

Section 4, Maximum Vacation Accrual.

(a) Vacation credits may be accumulated up to a maximum of two (2) years' earnings as of the end of the first payroll period in January. Any credits in excess of that amount will be forfeited at that time. Credits accrued after that date shall not be reviewed until the following January. The scheduled usage of vacation time shall conform to manpower requirements established by the bureau. If a forfeiture of credits is the result of the City's canceling an approved vacation in the latter part of the calendar year or the result of an extended industrial injury, then the Commissioner in charge shall allow the restoration of forfeited credits.

(b) Whenever an employee is laid off or terminated, the accrued vacation time shall be paid to the employee in a lump sum.

Section 5, ~~Option~~ Scheduling Vacation Leave.

Employees shall be permitted to choose either an hourly, daily, weekly, split or entire vacation, and shall have the right to determine their vacation ~~Leave~~ ^{time} times on the basis of seniority accordance with schedules established by the bureau. However, employees must receive prior approval for use of vacation time. Employees may exercise this seniority option only once during any calendar year.