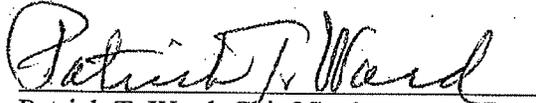


Recreation Negotiations
March 17, 2010

Tentative Agreement
Labor Agreement between the City of Portland
and
Laborers' Local 483 - Recreation
July 1, 2010 to June 30, 2013

1. The parties have reached this tentative agreement contingent upon ratification by Laborers' Local 483 - Recreation and approval by City Council through the ordinance process.
2. The parties have attached tentative agreements amending the July 1, 2007 - June 30, 2010 Labor Agreement. In addition, they agree to amend Article 25.1 - PERS Pick-Up to reflect current Oregon Revised Statute citations and Schedule A - Classifications and Related Specialties to reflect current specialties. All other provisions of the July 1, 2007 - June 30, 2010 Labor Agreement remain unchanged in the July 1, 2010 - June 30, 2013 Labor Agreement.
3. If the City agrees to a cost of living adjustment, general wage rate increase, bonus or increase in insurance benefits with the District Council of Trade Unions or City of Portland Professional Employees Association bargaining units, or is granted to non-represented employees that is greater than what is contained in this tentative agreement, the City will extend it to the Recreation unit, too.

For the City of Portland:


Patrick T. Ward, Chief Spokesperson

3/17/10
date

For Laborers' Local 483:

Richard Beetle, Business Manager

date


Lon Holston, Chief Spokesperson

3-17-10
date

JA 3/17/10
Patrick J. Ward
Jon Haste

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1. **RECOGNITION**

1.1 No change to current language.

1.1.1 **Probationary Period:** No change to current language.

1.1.2 **Permanent/Probationary Employee:** No change to current language.

Permanent Part-Time Employee: No change to current language.

1.1.3 **Emergency Employment Employee:** No change to current language.

1.1.4 **Recreation Support Person: Employees** as defined herein shall be excluded from the bargaining unit covered by this Agreement. A recreation support employee shall be defined as an employee who is employed for a limited duration for up to 1200 860 hours in a calendar year.

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

1.1.5 No change to current language.

1.1.6 **Temporary Employee:** Any employee employed in a full-time budgeted position in a classification contained in Schedule A without permanent status with the City. This includes employee group employment codes 7 12 (full-time and job share), and 5 22 (full-time, limited term), and 32 (job sharing). Recognition under this section shall not detract from any rights or benefits already pertaining to the employee, by virtue of their permanent status in some other classification with the City. Contract rights for temporary employees are

as provided in Schedule "B."

1.2 No change to current language.

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Article 7 – Standard Day Shift Hours

7.1 Forty (40) hours shall constitute a workweek, eight (8) hours per day, five (5) consecutive days per week. In the event the starting or quitting time of any existing schedule is changed, ~~the Union will be advised. Notice~~ **the employee will be notified** of change in shift starting times or days off ~~will be given~~ prior to the end of the week before the week in which the change becomes effective, and such change will be effective for not less than one week. The basic workweek for non-shift employees shall normally be Monday through Friday. However, it is recognized that City services and operations may require schedules other than Monday through Friday. The City will not utilize such other schedules unnecessarily, and such other schedules may be made subject to the grievance procedure should the Union consider any such schedule as not required by the reasonable needs of City operations. In the event any employee's workdays are changed so that the employee does not have two (2) consecutive days off between schedules, the first day of the changed weekly schedule shall be paid for at time and one-half.

All other provisions remain unchanged from current agreement.

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Article 10 - Reporting Pay and Minimum Pay

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

All other sections of this article remain unchanged.

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Article 13 – Holidays

- 13.2 Eligible employees shall receive eight (8) hours pay for each of the holidays set forth above on which they perform no work. In addition to an employee's holiday pay s/he shall be paid at one and one-half (1.5) times his/her the overtime rate for any holiday s/he is required to work. However, if an employee is regularly scheduled to work on a holiday, s/he will be permitted to defer the holiday with pay until a later date. It is further provided, if a holiday falls on an employee's regular scheduled day off, the employee is entitled to a postponed holiday with pay. An employee under this section can accumulate no more than five (5) deferred or postponed holidays. Deferred or postponed holidays will be taken at a time mutually agreeable to the City and the employee. Prior to the use of any vacation time, any deferred or postponed holiday time must be taken. The employee will endeavor to schedule the deferred or postponed holiday within the calendar year it accrues.

All other provisions of this article remain unchanged.

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Article 15 Health and Life Insurance

15.2 Benefits Eligibility

15.2.1 Permanent full-time employees shall be eligible as provided herein for medical, dental, vision and life insurance coverage the first of the month following the date of hire. 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 unable to meet the minimum work requirements within their job class and/or standard hours designation. Coverage for the employee and his/her eligible family members will be reinstated retroactively to the first of the month in which the employee returns to his/her 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. ~~Permanent full time employees shall cease to be eligible as provided herein for medical, dental, vision and life insurance coverage as of the last day of the month following the date of unpaid leave status or of their separation from active employment. Medical, dental, vision and life insurance benefits will be paid at 100% of the city contribution for those employees who have a Standard Hours designation of at least seventy-two hours in a pay period in a benefits eligible, budgeted position.~~

~~Following an authorized unpaid leave, a permanent full-time employee shall be eligible for medical, dental, vision and life insurance as provided herein on the~~

~~first calendar day of the month in which said employee returned to active employment.~~

- 15.1.1 Permanent part-time employees will be eligible for medical, dental, vision and life insurance coverage the first of the month following the date of hire. 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 unable to meet the minimum work requirements within their job class and/or standard hours designation. Coverage for the employee and his/her eligible family members will be reinstated retroactively to the first of the month in which the employee returns to his/her 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. ~~Permanent part time employees shall cease to be eligible as provided herein for medical, dental, vision and life insurance coverage as of the last day of the month following the date of unpaid leave status or of their separation from active employment. The amount of contributions which the City will make on behalf of permanent part-time employees for medical, dental, vision and life insurance benefits shall be as follows:~~

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

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

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

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

All other provisions of this article remain unchanged.

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15 Health and Life Insurance

15.3 City Contributions

15.3.1 Effective July 1, 2007 2010 through June 30, 2010 2013, the City shall contribute ninety-five (95%) of the combined total medical, vision and dental rates adopted by City Council for the one-party, two-party, family enrollees (whichever applies) for each of the medical, dental and vision options provided. Each employee shall contribute five percent (5%) of the combined total medical, vision and dental rates adopted by the City Council for the one-party, two-party and family enrollees (whichever applies). Once plan rates for each benefit year during the Agreement have been adopted by the City Council, the respective City and Employee contribution amounts shall be communicated and the information forwarded to the Association.

All remaining provisions of this Article remain unchanged.

3-17-10
Jon Host
Patrick J. Ward

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16.3 Sick Leave Utilization Upon Retirement

16.3.1 The City agrees to convert sick leave pay, upon retirement to a PERS supplement, as contemplated by ORS ~~237.153~~ 238.350 or on an equivalent basis for those employees covered by a retirement program other than PERS.

All other provisions of this Article remain unchanged.

3-17-10
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17. FAMILY LEAVE

- 17.1 To provide employees the opportunity to balance their family commitments with their employment obligations, the City shall grant Family Leave to employees in accordance with the Federal Family and Medical Leave Act of 1993 and The Oregon Family Leave Act (ORS 659.470 659A.150 through 659.494 659A.186), and as designated in the City's personnel rules and/or administrative procedures. For purposes of Family Leave, the City agrees that "spouse" includes "domestic partner".

3-17-10
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Petra Ward

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City Counterproposal
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20. SAFETY - SANITATION

- 20.5 Any employee who believes that any working condition or machinery is unsafe shall immediately call it to the attention of his/her supervisor. The supervisor shall immediately discuss the matter with the employee and try to arrive at a mutual agreement as to whether or not an unsafe condition exists. If unable to reach a mutual agreement on the matter, the supervisor may make a decision on the matter. However, if the employee is not satisfied with the decision, such employee shall be allowed time to telephone the Bureau or City's Safety Officer and if s/he neither is unavailable available, the ~~Workers' Compensation Board~~ Oregon Occupational Safety and Health Division, to request an immediate investigation of the matter.

3-17-10
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Patrick J. Ward

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Jon Host

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ARTICLE 21 UNION REPRESENTATION

21.6 Information Requests. Any information request made by the Union under this labor agreement or the Oregon Public Employees Collective Bargaining Act will be charged at the applicable rate found in the City's Standard Fees for Public Records Requests in effect at the time of the request.

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

All other provisions of this Article remain unchanged.

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City Proposal
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34. **EFFECTIVE DATE AND DURATION OF AGREEMENT**

This Agreement, effective July 1, 2007 2010, shall remain in full force and effect until June 30, ~~2010~~ 2013. In the event that City revenue sources should be decreased by the passage or impact of a tax limitation measure, legislatively mandated change, cut back in Federal and/or State revenue sharing or any other conditions causing a worsening of the City's financial position, the City Council and the Union agree that they will meet and discuss the economic impact and, by mutual agreement, will put forth a good faith effort to arrive at alternatives to a reduction in the work force.

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SCHEDULE A
- Rates Effective

July 1, 2010 2007 to June 30, 2013 2008

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YEAR ONE - Effective July 1, 2010 2007, Schedule "A" wage rates will remain unchanged from the current wage rates. was revised as follows:

Salary rates for classifications in Schedule "A" for the period July 1, 2007 to June 30, 2008 were 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 for 2nd Half 2005 and 2nd Half 2006) for Portland-Salem OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. The annual change in the CPI-W for Portland-Salem, OR-WA, for 2nd Half of 2005 and 2nd Half of 2006 was 2.7% and is reflected in the salary table above.

YEAR TWO - Effective July 1, 2011 2008, Schedule "A" wage rates will be revised as follows:

Salary rates for classifications in Schedule "A" for the period July 1, 2011 2008 to June 30, 2012 2009 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 for 2nd Half 2009 2006 and 2nd Half 2010 2007) for 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 zero two percent (0%) (2%) or greater than five percent (5.0%).

YEAR THREE - Effective July 1, 2012 2009, Schedule "A" wage rates will be revised as follows:

Salary rates for classifications in Schedule "A" for the period July 1, 2012 2009 to June 30, 2013 2010 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 index between 2nd Half 2010 2007 and 2nd Half 2011 2008) for 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 zero two percent (0%) (2%) or greater than five percent (5.0%).