

Exhibit 1

City Supposal to PCL
July 2017

TA: FR 7-13-17
TA: 7-13-17

Management - Portland City Laborers
Settlement Package Supposal
Offer Good Until 06/13/2017

City Language:

- 1.4 Recruitment Incentives – 24 Hour Clause
- 6.4.1 Contracting Out – Edit to reflect new procurement laws that increase Small Procurement Threshold for Goods & Services Increase to \$10,000
<https://www.portlandoregon.gov/cao/article/634906>
- ~~11 Working Out of Classification~~
- Working Out of Classification Three Bureau Labor Management Work Group LOA
- 13 Promotion (Delete Rule of 2)
- 16.7 Vacation Scheduling – 5 weeks
- 17 Health Insurance
 - 'Me Too' w/ DCTU
- 18.1 Sick Leave Abuse
- 22.17 Reasonable Suspicion of Drugs/Alcohol
Add language under 22.17:
For 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.
- 28 Recoupment of Overpayments/Underpayments
- 30.2 Clothing – \$250
- 38 Duration – 4 Years
- Schedule A – COLA 1%-5%
- Longevity pay 2% after completion of 10 years of permanent City service

Union Language (w/ City edits):

- 2 Union Security – Provided Union provides City an electronic version of the 'Drop' form
- 8 Shift Differential
 - Amounts:
 - \$1.50 Swing – COLA adjusted going forward
 - \$2.00 Graveyard – COLA adjusted going forward
 - \$2.00 Relief – COLA adjusted going forward
 - Times:
 - Day 5:00 a.m. – 11:59 a.m.

City Supposal to PCL
July 2017

TA: PR 7-13-17
TA: _____

- Swing 12:00 p.m. – 6:59 p.m.
- Graveyard 7:00 p.m. – 4:59 a.m.
- 9.2.3 One Comp Time Bank – 80 hours rolling
- 9.3 Sixteen-hour clause – counter with City language
- 9.7 Deferred Holiday for Essential Employees – Full days only
- 15.1.3 Veteran's Day Observance for 24/7 Operations
- 15.2 Deferred Holiday Bank Increase (w/ Essential Employee Days)
- 19.4 Parental Leave – counter with City language
- 20 Draft letter to bureau directors re: funeral leave exceptions
- 20.2.2 Union Paid Union Leave –
 - City agrees to seven (7) for short term leaves
 - City agrees to two (2) on long term leaves.
 - City does not agree to other changes, except for those that clarify LL483 as the only Union covered by the new PCL contract
- 23.6 Union Orientation – City agrees to 3 months, but maintains the 'may' invite on orientations
- Apprenticeship LOA – w/ City edits
- Schedule A – PBOT Emergency Crew Premium – \$1.00/hr and no pyramiding
- Schedule A - Wastewater Certification and Wastewater Collection Certification reimbursement within one year of ratification
- Schedule A - Wage adjustments for some targeted classifications:
 - Asphalt Raker – 8% increase at max
 - Carpenter - 1.5% increase per step
 - Industrial Machinist – additional 5.5% step
 - Industrial Maintenance Millwright, Trainee - 5.5% increase per step
 - Industrial Maintenance Millwright – additional 5.5% step
 - Industrial Maintenance Millwright, Lead – additional 5.5% step
 - Laboratory Analyst I – 2% increase per step
 - Laboratory Analyst II – 2% increase per step
 - Maintenance Mechanic – 5% increase per step
 - Sidewalk Inspector – additional 5% step
 - Wastewater Operator, Trainee – 5.5% increase per step
 - Wastewater Operator I – 5.5% increase per step
 - Wastewater Operator II - 5.5% increase per step
 - Wastewater Operator, Lead – additional 5.5% step
 - Wastewater Operations Specialist – 10% increase per step
- Add 'Schedule C' to the CBA that represents an appropriately formatted Park Ranger and Seasonal Park Ranger language from the 2014 LOA.
 - For Seasonal Park Rangers change agreement so that Article 21 applies in totality

City Supposal to PCL
July 2017

TA: FR 7-13-17
TA: _____

Note: The City and Union agree to clean up any language that refers to the 'DCTU' or multiple Unions to reflect 'Portland City Laborers' or Laborers Local 483.

Note: Schedule A increases will be retroactive to July 1, 2017 if package is signed by July 13, 2017.

Tentative Agreements:

1.1.1 Probationary Period	26 Warrant of Authority
1.1.3 Permanent Part-Time Employees	29 Tools
1.2 Rehired Retirees	Excess LOA Removal
8.8 PPB Swing & Graveyard Schedule	Preamble
12.3.3 Bid Trades	Sched A – Traffic Crew Leader wages

City Package Proposal to PCL
5/3/17

TA: PR 7-13-17
TA: A 7-12-17

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 Laborers Local 483's 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).

Intent: To allow for flexibility in initial appointment ensuring City is a competitive employer.

City Proposal to PCL
07/13/2017

TA: FR 7-13-17
TA: A 7-13-17

- 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.

July 2017
Management Proposal

TA: FR 7-13-17
TA: A 7-13-17

**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 Laborers Local 483 (LL483).

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 (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 members, four appointed by the Business Manager of LL483 and 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~~ 11.2.1) or qualified under 11.2.2 being at a reporting location different from where the working out of classification opportunity is.
 - 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.

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.

13.2.1 ~~When two or more such employees are certified, any appointment from the certificate of eligibles shall be made from among these employees. If the certificate of eligible list includes qualified veterans, the City shall comply with Oregon state law regarding veteran’s preference.~~

- 16.7 **Vacation Scheduling.** Vacation selections shall be by classification on the basis of seniority within the bureau and division thereof in which they are employed.
- 16.8 Each employee will be entitled to exercise his/her seniority for only one (1) vacation period selection each calendar year.
- 16.9 A bureau and the appropriate union representative(s) may mutually agree to implement an alternative method of approving vacations. The agreement can cover a work unit, a classification, or an entire bureau. Any such agreement will be made in writing and will be copied to the DCTU and the Bureau of Human Resources Director prior to implementation.
- 16.10 The bureau and the union representative(s) involved agree that either party may terminate an agreement created under 16.9 at any time for any reason upon thirty (30) days written notice to the other party. The bureau will then revert to vacation selections established by the bureau under 16.7 and 16.8.
- 16.11 The deadline for management to respond to vacation bidding and ad-hoc requests will be two (2) weeks for annual bidding from the end of the bidding process and three (3) working days for ad-hoc vacation requests.
- 16.12 ~~Employees shall be permitted to choose either a split or entire vacation.~~ Employees shall have the right to determine their vacation times on the basis of seniority as provided in Article 16.7 and 16.8. However, employees must receive prior approval for use of vacation time. Vacations for durations of longer than 5 weeks shall be subject to the approval of the Bureau Director or their designee. After an approved vacation of longer than five weeks, employees must return to work for a minimum of two weeks before taking additional vacation. ~~three weeks or longer, employees must return to work for a minimum of two 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 his/her immediate supervisor.
- 16.13 Once an employee's vacation time has been scheduled, the City shall not cancel such scheduled vacation time unless the needs of the operation so dictate. If the employee feels his/her scheduled vacation was canceled without good reason, the matter will be subject to the regular grievance procedure. If the City is found to be in violation of this Article, the employee will be paid at time and onehalf (1-1/2) for the time worked during the scheduled vacation, with no loss of accrued vacation time. Furthermore, the City will make every effort to accommodate the employee in rescheduling the employee's new vacation.
- 16.14 No allowance shall be made to an employee for sick leave during a period designated in advance for vacation purposes; except upon a determination by the Commissioner in charge, or the Auditor as to his/her department, that the injury or illness was of a serious nature. Prompt notification of the injury or illness, and clearance by the person in charge of the employee's payroll unit, shall be made as provided by City policy.

Intent: Eliminate unclear language.

Intent: Set limitations on vacation durations to avoid incidents when employees take off for extended periods of time causing difficulty to work units.

5/3/2017

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), Municipal Employees, Local 483 representing Recreation Employees (Recreation), the Portland Police Commanding Officers Association (PPCOA), AFSCME, Local 189 representing the Portland Housing Bureau (PHB), and effective July 1, 2017, Laborers' 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

5/3/2017

TA: FR 7-13-17
TA: A 7-13-17

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, local laws, statutes 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 his/her regularly scheduled hours. 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.

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 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

5/3/2017

TA: FR 7-13-17
TA: A 7-13-17

month in which an employee terminates employment, enters an unpaid status because of military leave or unpaid leave or is not working his/her regularly scheduled hours. 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.

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 benefits paid shall be based on whether an employee is actively employed in an eligible job class and status and are working regularly scheduled hours.

17.3 **City/Employee Contributions**

17.3.1

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 30, 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

5/3/2017

TA: FR 7-13-17
TA: 9-12-17

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

City Package Proposal to PCL

5/3/2017

TA: FR 7-13-17
TA: 2-13-12

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 ~~17.3.2, 17.3.6~~ and ~~17.3.2, 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.

5/3/2017

TA: FR 7-13-17
TA: 12-7-12-12

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

City Package Proposal to PCL

5/3/2017

TA: FB 7-13-17
TA: ~~7-13-17~~

Intent: Edit to reflect City Wide Health and Benefits package

Intent: Edit to include LL483 in the LMBC effective July 1, 2017

Intent of revision 2/1/17: Edit to maintain quorum of 12 members on LMBC

City Proposal to PCL
June 2017

TA FR 7-13-17
TA A 7-13-17

Health and Benefits 'Me Too' Letter of Agreement
Portland City Laborers 2017-2021 CBA

Should bargaining unit members under the District Council of Trade Union's 2017-20XX collective bargaining agreement receive premium share contribution greater than those offered herein under the City's Self-Insured Medical Plan or the Kaiser Plan effective in Benefit Plan year starting July 1, 2018, bargaining unit members covered by this Agreement shall have the right to receive the equivalent provided to the DCTU on a prospective basis.

18. Sick Leave

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

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

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

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

1. ~~Under 100 hours balance with more than two years of service.~~
2. More than 64 hours of unprotected sick leave usage in a calendar year. ~~Amount of usage above the City wide average for the preceding twelve months.~~
3. When 25% or more of the employee's incidents of usage have been in conjunction with regular days off, vacation days, "prime days" (Friday, Saturday, or Sunday), or some other specific pattern of usage.
4. 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 including, but not limited to, furnishing a doctor's certificate for each day of illness.

~~It is further provided that disciplinary action for sick leave abuse may include placing an employee on sick leave probation for a period of six (6) months. An employee on sick leave probation will not be compensated for the first (1st) work day lost for each occurrence of sick time absence. Sick leave probation shall be reviewed after six (6) months. If an employee documents each sick leave absence at the time of occurrence during his/her sick leave probation with doctor's certificates, or is not absent, then such restriction shall be removed.~~

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

Intent: Clarify sick leave abuse/misuse language in light of new sick leave law.

City Package Proposal to PCL
7/11/17
New 22.17 Reasonable Suspicion

TA: FR 7-13-17
TA: A 7-13-17

22.17 Reasonable Suspicion of Drug or Alcohol Use.

~~Use Department of Transportation Commercial Driver's License Drug Testing Schedule~~

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 ~~457.005~~ 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 be reasonably 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 the 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;

City Package Proposal to PCL
7/11/17
New 22.17 Reasonable Suspicion

TA: PR 7-13-17

TA: A 7-13-17

- 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 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. ^{WSc}

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

INTENT:

The City intends to update HRAR 4.01 – Drug and Alcohol Use Prohibited to require mandatory reasonable suspicion testing for any employee who is suspected, through observation of a trained supervisor, of being under the influence of drugs or alcohol while on duty.

This language is intended to mirror the upcoming revisions to the HR Rule.

5/3/17

TA: FR 7-13-17
TA: A 7-17-17

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 shall notify the employee in writing of the overpayment which will include 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:

~~28.1.1.1~~ 28.1.2.1 The City may, at its discretion, use the payroll deduction process to correct any overpayment ~~made within a maximum period of two (2) years before the notification.~~

~~28.1.1.2~~ 28.1.2.2 Where ~~this 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.

~~28.1.1.3~~ 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 ~~sub-(4)~~ 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.

~~28.1.1.4~~ 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.

~~28.1.2~~ 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.

5/3/17

TA: FR 7-13-17
TA: 7-13-17

~~28.1.3~~28.1.6 ~~The~~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 ~~record/documentation has for all times indicated the employer agreed the employee was entitled~~, the City shall ~~notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or benefits to be repaid.~~ The City shall correct any such underpayment ~~made within a maximum period of two years before the notification.~~

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

INTENT: Clarify processes for correction of overpayments and underpayments.

30.2 Any employee with ninety (90) days of service or more, working in a position where the City now furnishes rain gear or safety shoes, shall be ~~paid reimbursed, upon proof of purchase, up to \$150200250.00 per fiscal year~~ annually 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 his/her 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 (90) days of service. ~~Purchase time will be limited to a ninety (90) day period following the issuance of a written authorization for such purchase.~~

A temporary employee, as defined in Article 1, shall be ~~reimbursed~~ paid for safety shoes under this Article after 6 continuous months of employment in a full-time budgeted position. Such payment will be made on the second paycheck following (6) continuous months of employment in a full-time budgeted position. ~~The increase from \$135.00 to \$150.00 in the annual reimbursement amount shall be effective July 1, 2014.~~

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

Intent: Simplify the administrative process.

Decrease the time employees wait for reimbursement.

Pay the clothing allowance instead of reimburse it.

City Package Proposal to PCL
7/11/17

TA: FR 7-13-17
TA: 7-13-17

38. Effective Date and Duration of Agreement

This Agreement, effective ~~from~~ upon ratification by both parties, shall remain in full force and effect through June 30, 2021~~17~~. 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~~ City Council Human Resource Director, or their designee, and the ~~DCTU~~ Portland City Laborers 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.

~~Intent: A three year agreement.~~

~~Intent: Clarify the appropriate City personnel for the Union to meet with in the event of a worsening financial position for the City.~~

~~Intent: Appropriate signature lines will be added when finalizing the contract.~~

City Package Proposal to PCL
7/11/2017

TA: FR 7-13-17
TA: A 7-13-17

Schedule "A" COLA

YEAR ONE – Effective July 1, 2017 ~~or upon ratification by both parties, whichever is later~~, Schedule "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 2017 ~~or upon ratification by both parties, whichever is later~~, to June 30, 2018 are to be increased by 100 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%).

Intent: Provide cost-of-living adjustments based on the CPI-W.

City Package Supposal to PCL
7/11/2017

TA: FR 7-13-17

TA: A 7-13-17

Schedule "A"

Longevity Pay.

Upon completion of their tenth consecutive year of service as a permanent employee of the City, employee's members shall receive longevity pay of 2.0%. Longevity pay shall be calculated on the basis of the employee's member's regular hourly rate, not including premium pay.

Intent: EmployeesMembers with 10 unbroken years of permanent City service will receive longevity pay. Breaks in service or time spent in status other than a permanent employee (such as a Seasonal Maintenance Worker) does not count towards the 10 years.

Union Package Supposal

6/7/17

TA: FR 7-13-17

TA: A 7-13-17

Drop Period

2. Union Security

All employees covered by this agreement shall within thirty (30) days of employment either (1) become and remain a member of the Union, or (2) tender to the Union his/her fair share of the cost of negotiating and administering the labor agreement. If the employee is a member of a church or religious body which has bona fide religious tenets or teachings which prohibit such employees from being a member of or contributing to a labor organization, such employee shall pay an amount of money equivalent to regular Union dues and initiation fees and assessments, if any, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and Union. The employee shall furnish written proof to the City that this has been done.

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

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

It shall be the sole responsibility of the Union to assure that the fair share fee is in accordance with the requirements of all applicable constitutions, statutes and laws.

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 "Laborers' 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 Laborers' Local 483 DCTU in writing of such claim and tenders the defense to Laborers' Local 483 DCTU.

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 Unions.

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

Shift	
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 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:

City Package Proposal to PCL
5/11/17

TA: FR 7-13-17
TA: A 7-13-17

- 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.

City Counter to PCL 07/11/2017

TA: FR 7-13-17

TA: A 7-13-17

Rolling 80 Comp Bank

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, up to December 31, 2014.

~~Effective January 1, 2015, employees who are required or approved to work overtime shall be paid at the applicable overtime rate or shall receive compensatory time, computed at the applicable overtime rate for overtime hours worked, up to a total of one hundred and twenty (120) hours per calendar year. Beginning January 1, 2015, any accrued compensatory time remaining at the end of one calendar year shall be counted as accrued compensatory time for the following calendar year.~~

~~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.~~

~~Compensatory time off shall not be granted for advance notice overtime. Advance notice overtime shall be paid in wages only. Advance notice overtime is defined as an overtime opportunity that is announced by the bureau at least seventy-two (72) hours prior to the start of the overtime shift.~~

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

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.

Intent: create less administrative burden, allow employees the option of accruing and using comp time throughout the year.

City proposal to PCL:

TA: FR 7-13-17

7/11/17

TA: A 7-13-17

16 Hour Clause

- 9.3 Employees required to work around the clock (~~three shifts~~) and required to continue work through their regular assigned shift, shall continue to receive pay at the overtime rate. Any hours over sixteen (16) will be paid at the double time rate.
- 9.3.1 If an employee has worked 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.

City Counter to PCL

As part of City Package Proposal
7/11/17

TA: FR 7-13-17

TA: A 7-13-17

New language: Deferred Holiday for Essential Employees

9.7 Essential Employees. Any employee who is ~~considered~~ designated by management as an Essential Employee and is required to report to work during an inclement weather event when the Mayor or his designee announces a Citywide closure and directs non-essential employees to stay home, will be compensated with ~~a one~~ one deferred holiday for every full shift they work during ~~an inclement weather such an~~ 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 ~~wages~~ pay. Employees who earn a deferred holiday within 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.

Intent: provide a deferred holiday for essential employees to compensate for the danger of commuting to work during inclement weather events and working in inclement conditions. This provision does not apply to days when the Mayor directs late arrivals, or to circumstances when the Mayor closes a specific building or segment of City operations that does not affect employees Citywide.

Union Proposal

TA: FR 7-13-17

Initially proposed 3/1/17

TA: A 7-13-17

Submitted as part of City Package Proposal 5/3/17

Veteran's Day

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, **Veteran's Day on November 11**, and Independence Day (the Fourth of July) on July 4.

City Counter to PCL

TA: FR 7-13-17

As part of Package Proposal
5/3/17

TA: A 7-17-17

Deferred Holiday for Essential Employees

15.2 **Holiday Pay.** Eligible employees shall receive holiday pay equal to each employee's regularly scheduled work shift for each of the holidays set forth above on which they perform no work. (For example, an employee who is regularly scheduled to work an 8 hour shift will be paid 8 hours holiday pay; an employee regularly scheduled to work a 10 hour shift will be paid 10 hours holiday pay.) In addition to an employee's holiday pay, s/he shall be paid the overtime rate for any holiday s/he is required to work. However, if an employee is regularly scheduled to work on a holiday, s/he will be permitted to defer the holiday with pay until a later date. An employee under this section can accumulate no more than ~~five (5)~~ 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.

Intent: provide a deferred holiday for essential employees to compensate for the danger of commuting to work during inclement weather events and working in inclement conditions.

City Counter to Union Proposal

TA: FR 7-13-17

3/15/17 as part of package supposal 5/31/17

TA: A 7-13-17

Parental Leave

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. ~~*As per City of Portland HRAR 6.05, employees may be eligible for paid parental leave.*~~

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

Intent: inform employees of option to take paid parental leave.



City of Portland
Bureau of
Human Resources
Knowledgeable | Helpful | Responsive

Anna Kanwit, Director
1120 SW 5th Ave., Rm. 404
Portland, Oregon 97204-1912
(503) 823-3572
Fax (503) 823-4156

Office of Management and Finance

Tom Rinehart, Chief Administrative Officer

Month XX, 2017

Leah Treat, Director
Portland Bureau of Transportation

Mike Abbate, Director
Portland Parks & Recreation

Michael Jordan, Director
Bureau of Environmental Services

TA FR 7-13-17
TA AC 7-13-17

RE: Portland City Laborers 2017 Negotiations - Union Proposal/Concern on Funeral Leave

Bureau Directors:

On November 30, 2016 Laborers Local 483 (LL483), representing Portland City Laborers (PCL), brought forth a proposal during negotiations to expand the definition of eligible individuals represented employees could take Funeral Leave for. The City of Portland does not have an interest in expanding this definition due, in part, to cost, however we did listen to the concerns of the employees regarding the existing language around Funeral Leave.

The main concern identified by the Union is that there are times when someone just as close to the employee passes away, but that person is not represented in the current language as eligible for receiving Funeral Leave. For example, an aunt who raised an employee as their own child would not qualify for Funeral Leave.

The City team pointed out to the Union there is exception language under 20.1.3 of the collective bargaining agreement:

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

The Union acknowledged this, but raised concerns that the Bureau Director often knows little/nothing about individual employees. The City offered a two-part compromise. The first is that the Union could run an educational campaign to ensure their membership is aware of the exception language. The second is that I would write to the Bureau Directors to see if there is an interest/willingness to designate managers, whom are closer to the frontline employees, the authority to grant the exception.

Ted Wheeler, Mayor

We are
Please notify the City of Portland of the
City-sponsored event by contacting the Bureau

Employee
must be notified no less than five (5) days prior to any
823-8846 or the City's TTY at 503-823-6868.



I, and other members of the management team negotiating with LL483, are happy to discuss this issue with you. Please let me know how your Bureau currently processes exceptions to Funeral Leave under 20.1.3 and if you decide to change that.

Sincerely,

Jonathan Uto
Labor Relations Coordinator

CC:

Anna Kanwit, Bureau of Human Resources Director
Steve Behrnt, Bureau of Environmental Services
Joshua Green, Portland Parks and Recreation
Peter Wojcicki, Bureau of Transportation

PCL Package Supposal

7/12/17

TA: FR 7-13-17

TA: A 7-13-17

Union Paid Union Leave Update

20.2.2 Authorized Union representatives, upon written requests from the Union, shall be given short term leaves of absence (less than thirty (30) days) to transact business for the Union in which they are a represented member. The Union will cooperate with the City by controlling requests for such short term leaves to a maximum of ~~five (5)~~ seven (7) employees ~~per~~ ~~Union~~ off at any given time and in a manner which will minimize interference with the City's operations. Employees granted such leave for attending court, Executive Board Meetings, Membership meetings, or conferences, training, and workshops pertaining to collective bargaining, arbitration, and other labor law matters and developments shall be maintained on the payroll with full accrual of wages and benefits and the Union shall reimburse the City for all wage and wage-driven benefits costs associated with these leaves. (Effective with this agreement the rate is 124.76% of the employee's normal hourly wage and includes 16.49% for PERS, 6.2% for SSI, 1.45% for Medicare and .6195% for Tri-Met.) Should the wage-driven benefits costs change, the City will provide written documentation of the change to the Union. Such paid leave shall be counted as leave without pay in the calculation of eligibility for City-paid health benefits as provided in Article 17.

If, however, an employee covered by this Agreement is elected or appointed to an office in the Union of which s/he is a represented member which requires a long term leave of absence from his/her duties with the City to represent ~~City of Portland~~ Laborer's Local 483 Union members, s/he shall, upon fifteen (15) calendar days' written notice, be granted a union leave of absence without pay. The duration of the union leave shall be based on the time an employee is elected or appointed to represent City of Portland union members. An employee on union leave that no longer fills the position to which s/he was elected or appointed, has thirty (30) calendar days in which to notify the City in writing of his/

TA FR 7-13-17

TA A 7-13-17

her desire to return to active City employment and must accept the first available opening offered that s/he is physically and technically capable of performing within his/her City classification, or the leave is automatically terminated. There shall be no more than two (2) ~~one (1)~~ 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 his/her name placed on the appropriate laid-off list. Any employee placed on the laid-off list is subject to applicable Personnel Rules dated March 17, 1988 and may be certified only for vacant positions represented by the Laborers' Local 483 Portland City Laborers' Contract ~~the affiliate Union~~ and in which classification status is held. Furthermore, the employee desiring to return from a union leave of absence must demonstrate that s/he is physically and technically qualified to perform the work of that classification in which s/he holds status.

~~There shall be no more than one (1) employees on union leave at any given time from a Union representing less than 500 City employees at the time of leave, and no more than two (2) employees from a Union representing 500 or more City employees at the time of leave.~~ Notwithstanding the foregoing, this section would not preclude employees from attending union conferences at no cost to the City.

PCL Package Supposal

7/12/17

TA: FR 7-13-17

TA: A 7-13-17

Union Orientations

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 ~~thirty (30) days~~ *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 affiliated union representative(s) may be invited to attend and given an opportunity to address new employees.

Labor Management Apprenticeship Committee

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 ~~is~~ shall be composed of 86 members: ~~43~~ 40 management members (~~4~~ One each from PBOT, BES, and PP&R, and one from the Bureau of Human Resources) and ~~43~~ labor members (At least one being from PBOT, BES, and PP&R). The Business Manager of Laborers' Local 483 will select the ~~four~~ three labor members serving on the LMAC.
- 3) The LMAC is charged with creating a ~~bi-annual~~ bi-annual 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 trainees positions within the PCL contract and to identify pathways to reduce barriers for disadvantaged and underrepresented populations employment in said classifications.
- 3) The ~~first~~ report will be completed by September 1, 20~~19~~ 18 and the ~~second~~ report by ~~September 1, 2020~~.
- 4) The ~~bi-annual~~ report will be presented to the City Council during a regular Council session by members of the LMAC within 3 months of its completion.

City Counter to PCL

TA: FR 7-13-17

As part of Package proposal 5/3/17

TA: A 7-13-17

PBOT Emergency Crew Premium

Schedule "A"

21. *Emergency Crew Premium* classifications in the Portland City Laborers' contract working in the Portland Bureau of Transportation will receive a ~~two~~ one dollar (\$21.00) an hour premium for all work performed while a part of the emergency crew.

City to PCL

TA: PR 7-13-17

TA: AP 7-13-17

Pay for Re-Certification

Schedule "A"

13. Wastewater Treatment Certifications:

- a. Wastewater Operators and Wastewater Operations Specialists holding a Wastewater Treatment Plant Operators Certification from the State of Oregon shall receive a premium of \$0.25 per hour for Level II certification, \$0.50 per hour for Level III certification, and \$0.75 per hour for Level IV certification. These premiums shall be paid for all hours worked.
- b. The City shall pay for the initial cost of certification. The employee is responsible for renewing the certification and paying the renewal costs.
- c. Employees holding both Wastewater Treatment and Wastewater Collection System certifications will only be compensated for one certification at a time with the higher hourly premium being paid for all hours worked.
- d. On a non-precedent-setting basis, the City agrees to pay for renewal costs of certifications included in Schedule A, paragraph 13.a above for all recertifications occurring within one calendar year of ratification of the 2017 successor agreement before July 1st, 2018.

14. Wastewater Collection System Certification:

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

TA FR 7-13-17

TA _____

e. On a non-precedent-setting basis, the City agrees to pay for renewal costs of certifications included in Schedule A, paragraph 14.a above for all recertifications occurring within one calendar year of ratification of the 2017 successor agreement before July 1st, 2018.

- 1.1.1 **Probationary Period.** For the purpose of this labor agreement, probation is defined as a six (6) month period from the date of hire, excluding any period of time off exceeding one (1) week in duration. For example, an employee hired on January 7 would complete his or her probationary period at the end of his or her shift on July 7. ~~Notwithstanding the above, the probationary period for Police Records Specialist Trainee and Police Identification Technician Trainee shall be nine (9) months from the date of hire.~~ The probationary period may be extended for a period not to exceed three (3) months by ~~mutual agreement between the City, the Union and the affected employee.~~ 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 ~~appropriate~~ 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 ~~appropriate~~ Union with a copy of an employee's resignation, layoff, or separation notice.

Intent: Police Records Specialist Trainee and Police Identification Technician Trainee are not Portland City Laborers represented classifications.

Intent: Remove 'appropriate' because this CBA will only apply to one Union.

TA: Jan 1st 02/01/17
TA: Jan 1st 2/1/17

1.1.3 **Permanent Part-Time Employee.** Any employee whose employment is for less than full-time in a job classification contained in Schedule A. Permanent part-time employees will be hired from the Civil Service register and will be given the first opportunity according to their standing on such register to become permanent employees. The probationary period of permanent part-time employees will be approximately nine (9) months from date of hire and step pay increases will be computed on the basis of hourly equivalence.

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

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

Part-time employees will accrue seniority on the basis of ~~actual time worked~~ regular hours paid and approved unpaid leaves of absences in their classification and shall not bump permanent full-time employees.

Intent: Remove duplicative language.

Intent: To provide equity in seniority accrual with full-time employees.

City Proposal
11/30/2016

TA: John W. 11/30/16
TA: JRW 11/30/16

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

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

Intent: Edit to reflect HRAR 3.06 Employment of Retirees.

Intent: Edit to include PERS OPSRP covered returning retirees annual work hours in a calendar year.

Intent: Give employees reasonable access to current hours for tracking purposes.

Intent: It is the employee's responsibility to ensure they do not go over the hour limit for Rehired Retirees.

City Proposal
11/02/2016

TA: Tom Latta 02/08/17
TA: JTL 2/8/17

~~8.8 Employees on swing or graveyard shift in the Portland Police Bureau who are required to attend mandatory in-service training may by mutual agreement with management adjust their starting and quitting time, or take paid or unpaid leave for the first few hours of the shift in order to have at least ten (10) hours between shifts. (For example, an employee who works from 2345 to 0800 will attend mandatory in-service training instead from 0800 to 1700. The employee may, with management approval, adjust their next shift to 0300 to 1115 or take paid or unpaid leave to enable them to have a 10-hour relief period. A swing shift employee in a 4-10 schedule who normally works 1345 to 2400 may, with management approval, work 1145 to 2200 or take paid or unpaid leave to have a 10-hour relief period before the start of the in-service training the following day.)~~

~~8.8.1 Nothing in Article 8.8 is intended to avoid current practices regarding the payment of overtime to employees who attend mandatory in-service training off their regular shift.~~

City Draft Counterproposal
12/14/2016

TA: for 15th 12/14/16
TA: RM 12/14/16

Bid Trades

12.3.3 Bid Trades. An employee may “trade” a bid work assignment within a shift subject to management approval. Such trades do not require posting or approval of the DCTU PCL 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 a new assignment for one year, and the employees who trade waive their ability to bid to new assignments for two years.

(Add below language to 12.2.5 after current language)

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.

Intent: Allow employees to trade bids without losing the right to bid for future assignments.

Intent: Allow employees in eligible classifications to participate in bidding processes when entire Bureaus/Divisions/Work Groups conduct reset bids.

City Proposal
11/02/2016

TA: Jon [Signature] 11/02/16
TA: F. RICHMOND 11/2/16

36. Warrant of Authority

The officials executing this Agreement on behalf of the City and the Unions signatory hereto, hereby warrant and guarantee that they have the authority to act for, bind and collectively bargain 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 District Council of Trade Unions on behalf of the Union(s) and by the Human Resources Director, on behalf of the City.

36.1 The parties agree that Memoranda of Understanding, Letters of Agreement, and other agreements considered valid and binding that affect all District Council of Trade Union member the unions shall be signed by the DCTU President Union Business Manager, all affected Union Business Representatives, and the Director of Human Resources.

All Letters of Agreement, Memoranda of Understanding, and all agreements that affect a DCTU member the union(s) shall be signed by that the union(s) representative Business Manager and the Director of Human Resources and shall be considered binding.

~~29. Tools~~

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

~~29.1 The City shall furnish replacements of tools stolen, lost, worn or broken on the job to any employee who is required to furnish tools to carry on his/her trade for the City in accordance with present practices, except where lost, stolen, worn, or broken tools are the result of negligence on the part of the employee. Employee owned tools must be properly secured when not in use.~~

~~29.2 Each permanent full-time employee who is a non-probationary incumbent in the classifications listed below and who is represented by IAM District Lodge 24 shall be eligible for a tool reimbursement allowance of up to \$500 per year for tools that the employee normally uses in his/her regular duties with the City. Necessary tools purchased for City work with the reimbursement allowance will be used to repair City Vehicles and Equipment and are intended to be routinely available for use at the employee's work site. Classifications eligible for the reimbursement allowance:~~

- ~~Auto Body Restorer (Job ID 30000125)~~
- ~~Motorecycle Mechanic (Job ID 30000129)~~
- ~~Vehicle and Equipment Mechanic Trainee (Job ID 30000130)~~
- ~~Vehicle and Equipment Mechanic (Job ID 30000131)~~
- ~~Vehicle and Equipment Mechanic, Lead (Job ID 30000132)~~

~~Requests for reimbursement under this provision shall be made in accordance with Clause 30.2 of this Agreement except that employees may purchase tools at any time but may only submit receipts for reimbursement during the period October 1 through December 31 each year. Tool purchases exceeding \$500 in any one year may be submitted in successive years for reimbursement.~~

~~29.3 Tool Inventory. The City's classification specifications for the jobs listed in 29.2 require employees to supply their own tools. Employees are responsible for providing and maintaining a basic set of mechanic hand tools that meet the requirement of the basic tool list provided by the City as listed in Appendix C. Employees are encouraged to bring additional tools to their work site, but all tools must be clearly marked with the employee's information.~~

~~Employees are also responsible for providing the City with a current written inventory and digital photographs of all tools brought to the work site. Employees are responsible for adding new tools to the tool inventory. Management shall review each employee's tool inventory once every two (2) years beginning January 1, 2014. The City will provide the digital camera for this purpose. In order to be eligible for reimbursement, stolen or broken tools must be permanently marked (engraved or etched) with the employee's information, inventoried, and photographed.~~

11/02/2016

THIS PACKED REVIEWED + ACCEPTED BY
LABORERS 483 MINUS PAGES 92 + 93 WHICH
ARE STRICKEN F. RICHARDS 11/2/16
JON USA 11/02/16

March 14, 1989

All Bureaus

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

- I. **PARTIES** The parties to this Letter of Agreement are the City of Portland (hereinafter the City), and the District Council of Trade Unions (hereinafter the DCTU).
- II. **PURPOSE** This letter is to set forth the parties' intent as to the application of the provisions of the Labor Agreement, specifically:

Article 1. Recognition
Article 3. Dues Check-off
Article 11. Working Out of Classification
Article 12. Seniority
- III. **AGREEMENT**
 1. The parties agree that the following definitions shall apply:

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

Temporarily Appointed -- Employees appointed to non-represented classifications by written Personnel Action Notice (PAN).
 2. Employees who are temporarily upgraded shall receive compensation in accordance with the Labor Agreement and shall still retain status as a represented employee under the collective bargaining agreement.
 3. Employees who are temporarily appointed shall be notified in writing that pursuant to Article 11.2.3.2 that the provisions of the Labor Agreement (with the exception of Article 13.5) shall not apply to them.
 4. Employees upon completion of the ninety (90) day period specifically mentioned in Article 13.5 shall no longer be required to pay Union dues and/or Fair Share.
 5. After the 90-day period, the DCTU shall not be required to represent employees temporarily appointed to non-represented positions.
 6. Employees who are temporarily appointed shall be given by the City a copy of this Letter of Agreement upon appointment and be required to sign a form acknowledging receipt of this Letter. A copy of that signed acknowledgment and PAN shall be sent to the affected DCTU Union

City Counterproposal to PCL
02/08/2017

Union Proposal

2/1/2017

TA: John White 02/08/17
TA: [Signature] 2/8/17

Traffic Crew Leader Wage Proposal

Traffic Crew Leader Wage Proposal

Class	Entry	M6
Traffic Crew Leader	27.02	29.39
Traffic Crew Leader Proposed (same rate as Environmental Systems, Public Works, Street Maintenance & Site Operations Crew Leader)	28.03	30.47

Upon ratification by both parties, but no sooner than July 1, 2017, the Traffic Crew Leader wage rates will be adjusted in Schedule A to be equal to that of Environmental Systems Crew Leader, Public Works Crew Leader, and Street Maintenance & Site Operations Crew Leader. The above wage rates reflect 2016-2017 rates.

Intent: To adjust Traffic Crew Leader wage rates to be equitable with other Crew Leader
Intent: After initial adjustment Traffic Crew Leader wage rates will be adjusted per any relevant agreements within the bargaining agreement and through normal future Class/Comp processes.

Preamble
Union Counter Proposal
11/16/16

TA: Jan W 11/30/16
TA: RTM 11/30/16

This Agreement, made and entered into this 1st day of July 2017~~3~~, by and between the City of Portland, Oregon, hereinafter called the City, and the Portland City Laborers, represented by Laborers Local 483, District Council of Trade Unions, for and on behalf of the Local Unions signatory hereto, hereinafter collectively called the Unions.

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

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

City Proposal
10192016

TA: _____
TA: _____

Proposal:

- 1) The City proposes to remove the following agreements from the Collective Bargaining Agreement since they do not apply to Laborers Local 483 (LL483).

Agreement:

- 1) This proposal (attached) is only to remove Letters of Agreement from the Collective Bargaining Agreement that do not apply to LL483.
- 2) The only thing being proposed is removal of non-applicable Letters of Agreement.
- 3) Nothing in this proposal, if agreed to, would prevent either party from adding or modifying agreements that are not removed.

Notes:

- 1) This proposal is based on the version of the District Council of Trade Unions 2013-2017 CBA currently online at the Bureau of Human Resources website.
- 2) The page numbering of the attachment corresponds to the online version.
- 3)