

Exhibit 1

City Package Supposal
7/17/17

TA: TC 7/17/17
TA: JKU 7/17/17

Note: SCHEDULE A increases will be retroactive to July 1, 2017 if settlement is reached by July 28, 2017.

Management Proposals:

Recreation Support Person –

- **Eliminate 1.1.5 and replace with -**
- **1.1.5 Recreation Support Person: Both Represented and Non-Represented Recreation Support Persons may work up to 1600 hours per calendar year.**
- **Recruitment Incentives—**
- **Schedule A - 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 14 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 Bureaus decision. If the Bureau does not hear back from the Union, the Bureau may proceed with the recruitment incentive(s).
- **Article 15 – Health and Life Insurance**
- **Article 25 – Wage Scales – Attach Accelerated Wage Scale Document**
 - **Current employees with wage rates above those outlined in the 'Accelerated Wage Scale' Document shall be red circled until the wage rates catch up with their current rate.**
- **New Article - Recoupment of Overpayments/Underpayments (Number and format under Article 22):**

28. Recoupment of Overpayment/Underpayments

28.1 Overpayments

- 28.1.1 In the event that an employee receives wages or benefits from the City to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, and regardless of when the overpayment occurred, the employee will repay the City. The City will provide the employee with written notification of the overpayment, including information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid.
- 28.1.2 Overpayment amounts may be recovered by payroll deduction. For purposes of recovering overpayments by payroll deduction, the following shall apply:
- 28.1.2.1 The City may, at its discretion, use the payroll deduction process to correct any overpayment.
- 28.1.2.2 Where the payroll deduction process is utilized, the employee and City, and the Union if requested by the employee, shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.
- 28.1.2.3 If there is no mutual agreement at the end of the thirty (30) calendar day period, the City shall implement the repayment schedule stated in 28.1.4 below.
- 28.1.3 The employee may elect to repay the City for the total amount owed via cash or check in one payment.
- 28.1.4 If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves City service before the City fully recovers the overpayment, the remaining amount may be deducted from the employee's final paycheck. Alternate repayment plans may be allowed under this section pending approval by the Human Resources Director.
- 28.1.5 An employee who disagrees with the City's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure. In the event a grievance is filed over the City's determination that an

overpayment has been made, recoupment deductions will be held in abeyance pending resolution of the grievance.

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

28.2 Underpayments

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

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

- **New Article – Reasonable Suspicion of Drugs/Alcohol (To be numbered appropriately later):**

22.17 Reasonable Suspicion of Drug or Alcohol Use. (Format and Number under Article 20)

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

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.

- 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;
- 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.

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

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.

UNION PROPOSALS:

- **Union Leave Union Paid Proposal** - maximum of three in 18.2.2 and a maximum of one in 18.2.2.1.
- **Employee in Charge Premium of 5% for Recreation Leaders**
- **Shift Differential "Me, Too" for any increases received in PCL contract**
- **Parental Leave, but with City Counter (18.3):**

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 Unions will meet to negotiate over the impact of the change(s).

- **21.7 Union Orientation, but City only agrees to:**

New Employee Orientation. A steward or union representative and newly hired employee each shall be granted thirty (30) minutes of City-paid Union leave and access to the worksite, during the new employee's first ~~six (6)~~ four (4) months of employment to discuss new member orientation and union issues. If at any time during the term of this contract, the City should hold an orientation for new employees, the affiliated union representative(s) will be invited to attend and given an opportunity to address new employees.

Note: PP&R Workforce Development will send notice to Union of new hires.

- **28.1 Professional Development Committee**
 - City counters with an amount of \$20,000 per fiscal year
 - City agrees to add 'E' to 28.1.5
 - City agrees to a total of eight (8) members on the committee, four appointed by the Union and four appointed by management

Additional Management Supposals:

Schedule "A" COLA

CPI-W no less than 1% and no greater than 5%

Note: Table to be updated by Bureau of Human Resources Classification and Compensation at a later date.

Job Class	Title	Entry	6 Months	1 Year	2 Year	3 Year
4322	Recreation Leader F.T.					
4325	Recreation Coordinator I					
4326	Recreation Coordinator II					

Recreation Coordinator I Generalist and Specialties will receive a 1% increase to each step on July 1, 2017, an additional 1% increase to each step on July 1, 2018, and an additional 1% increase to each step on July 1, 2019.

Recreation Coordinator II Generalist and Specialties will receive a 1% increase to each step on July 1, 2017, an additional 1% increase to each step on July 1, 2018, an additional 1.5% increase to each step on July 1, 2019, and an additional 1.5% increase to each step on July 1, 2020.

SPECIALITY PREMIUMS

Increased wage rates will be paid as a premium on hours paid for individuals appointed to the Specialty Classifications listed below. ~~See attached spreadsheet for breakdown.~~ Specialty Premiums will be adjusted based on the CPI-W in Schedule A. ~~Premiums will be paid to Recreation Coordinator and Leader Generalists and specialties other than those listed below for hours spent performing the same work as classifications listed~~

Specialty	Proposed Premium
Recreation Leader - Fitness	\$4.50
Recreation Coordinator I - Fitness	\$1.50
Recreation Leader - AIR	\$1.00
Recreation Coordinator I - AIR	\$1.25
Recreation Leader - Music/Arts	\$5.00

Recreation Coordinator – Music/Arts	\$1.50
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YEAR ONE — Effective July 1, 2017 ~~August 29, 2013~~, Schedule "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 2017, ~~August 29, 2013~~, to June 30, 2018~~4~~ are to be increased by 100 percent (100%) ~~fifty percent (50%)~~ of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index between the 2nd Half 2015~~4~~ and the 2nd Half 2016~~2~~) for the Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. ~~Salary rates for classifications in Schedule "A" shall be increased by 0.9% effective August 29, 2013.~~

YEAR TWO - Effective July 1, 2018~~4~~, Schedule "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 2018~~4~~ to June 30, 2019~~5~~ 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~~2~~ and the 2nd Half 2017~~3~~) 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%). ~~Salary rates for classifications in Schedule "A" shall be increased by 2.7% effective July 1, 2014.~~

YEAR THREE - Effective July 1, 2019~~5~~, Schedule "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 2019~~5~~ to June 30, 2020~~4~~ 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~~3~~ and the 2nd Half 2018~~4~~) for the Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

YEAR FOUR - Effective July 1, 2020, Schedule "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 2020 to June 30, 2021 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index between the 2nd Half 2018 and the 2nd Half 2019) for the Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

SCHEDULE C – Represented Recreation Support Persons

Effective October 5th, 2017

SCHEDULE C applies to:

- Recreation Support Customer Service
- Recreation Support Attendants
- Recreation Support Counselors
- Recreation Support Dual Certified/Scheduled Lifeguard/Swim Instructor

PREAMBLE – Applies

1. **RECOGNITION** - Applies
2. **UNION SECURITY** – Applies
3. **DUES CHECKOFF** – Applies
4. **MANAGEMENT RIGHTS** – Applies
5. **PRODUCTIVITY** – Applies
6. **JOB SECURITY AND OUTSIDE CONTRACTING** – Applies
7. **STANDARD DAY SHIFT HOURS** – Does not apply, instead:

The City will comply with all applicable laws regarding schedules, lunches and breaks.

8. **SHIFTS** – Does not apply
9. **OVERTIME** – Does not apply, instead:

Recreation Assistants shall be paid the overtime rate after working more than 40 (forty) hours in the City's FLSA workweek (Thursday – Wednesday).

10. **REPORTING PAY & MINIMUM PAY** – Does not apply, instead:

The City shall endeavor to establish work schedules for Represented Recreation Support Persons at least one week ahead of time. The City will work to inform employees if work hours become unavailable. ~~It is the responsibility of the Represented Seasonal Support Persons to keep in regular communication through email, phone or other messaging systems that are utilized by the City to communicate schedule changes.~~

11. **WORKING OUT OF CLASSIFICATION** – Applies
12. **SENIORITY** – Does not apply: Seasonal/Casual employees do not accrue seniority.
13. **HOLIDAYS** – Does not apply: Seasonal/Casual employees shall not be eligible for holiday pay or holiday pay differentials.
14. **VACATIONS** – Does not apply: Seasonal/Casual employees shall not accrue vacation leave.

15. HEALTH & LIFE INSURANCE – Does not apply, instead:

The City complies with the Affordable Care Act in determining coverage for employees otherwise not covered by the City's benefit plans.

For initial eligibility to the CityBasic Health Plan:

- You must average 30 working hours per week during a 6-month initial measurement period beginning on date of hire. Benefits begin on the first day of the month following *60 days from the end of the initial measurement period.

*60-days is determined to be an Administrative Period.

For on-going employees:

- You must average 30 working hours per week during a 6-month standard measurement period
- Standard measurement period examples:
 - October 8, 2015 to April 6, 2016 – Benefits Begin July 1, 2016
 - April 7, 2016 to October 5, 2016 – Benefits Begin January 1, 2017

16. SICK LEAVE – Does not apply, the City will apply and follow all Federal, State and City Sick Leave laws.

17. FAMILY LEAVE – Does not apply, instead:

Family Medical Leave shall be provided in accordance with State and Federal Law.

18. LEAVES – Does not apply, instead:

Funeral Leave:

An employee absent from duty by reason of the death of his or her spouse, domestic partner, parents, children, sisters, brothers, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents-in-law, step-children, step-brothers, step-sisters, step-parents, step-grandparents, step-grandchildren and the equivalent relatives of an employee with a domestic partner, shall be allowed no more than two (2) days' time off duty without pay on account of such absence.

An additional two (2) days' leave without pay shall be allowed an employee for necessary funeral travel time in the event of a death in his/her immediate family. Approval for such travel time shall be made by the Division Head (or his/her designee).

An employee may use any accrued paid leave while on funeral leave as provided by the Oregon Family Leave Act.

Military Leave:

Military leave shall be provided in accordance with State and Federal Law.

19. JURY DUTY – Does not apply, instead:

For Represented Recreation Support Persons with an established work schedule, scheduled at least four weeks in advance, the City will compensate them for loss time equivalent to their scheduled hours missed due to Jury Duty service.

For Represented Recreation Support Persons without an established schedule the City will work with the employee to schedule hours around Jury service.

20. SAFETY – SANITATION – Applies

21. UNION REPRESENTATION – Applies, except: 21.4.1 & 21.4.3

For the purposes of 21.2.1 see Article 30 and 31 outlined in Schedule C below.

22. PAY DAY – Applies

23. STRIKES AND LOCKOUTS BARRED – Applies

24. MAINTENANCE OF STANDARDS – Applies

25. WAGE SCALES – Applies

City of Portland Minimum Wage for Represented Seasonal Recreation Employees:

Effective Date	Minimum Wage
10/5/2017	12.00
7/1/2018	12.80
7/1/2019	13.33
7/1/2020	15.00

26. EVALUATIONS/COUNSELING – Only 26.1, 26.1.3, and 26.1.4 applies.

27. UNEMPLOYMENT – Applies

28. TRAININGS SCHOOLS AND CONVENTIONS – Applies

29. UNION BULLETIN BOARDS – Applies

30. DISCIPLINE AND DISCHARGE – Does not apply except: ☐ ☐

Recreation Assistants who have worked more than ~~two thousand two hundred and~~ fifty three thousand one hundred twenty (2,250 3120) hours over a three (3) year

period are covered by 30.1 - 30.6 and the grievance procedure outlined for regular Recreation employees. A break in service of two years (730 days) or more, shall reset any employee who previously qualified under this standard.

31. GRIEVANCES, COMPLAINTS AND ARBITRATION – Does not apply, instead for those who do not meet the hours standard outlined above (Article 30):

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

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

Procedure:

Time Limits:

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

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

Level One -- Immediate Designated Supervisor:

- a. If a dispute is not resolved at the informal level, the employee or Union shall file the grievance in writing on the appropriate form to the immediate designated supervisor outside the bargaining unit within seven (7) calendar days of the claimed violation.
- b. This statement shall specify the provision or provisions of this Agreement claimed to be violated and the manner in which such provision is claimed to have been violated, all pertinent information, the remedy sought, and shall be signed by the employee and/or by the Union.
- c. The immediate designated supervisor to whom the grievance is directed shall communicate his or her decision, along with the reasons therefore, to the employee and the Union in writing within seven (7) calendar days.

Level Two -- Grievance Review Committee:

- a. The Grievance Review Committee shall be composed of one representative appointed by the Union, one representative appointed by the City, and one representative appointed by the parties. Any costs of the jointly appointed representative shall be equally divided by the Union and the City.
- b. If the employee or the Union is not satisfied with the disposition at Level One the employee or the Union may appeal the grievance to the Grievance Review Committee within fourteen (14) calendar days after receiving notice of the decision.
- c. The appeal shall include a copy of the original grievance and the Level One decision.
- d. Upon timely filing, the written grievance will be discussed between the employee, the Union involved and the Grievance Review Committee within fourteen (14) calendar days after filing, unless extended by mutual consent of the Union and the City.
- e. The Grievance Review Committee shall submit a written decision to the Director of the Bureau of Human Resources, or designee, for review and approval within fourteen (14) calendar days of the meeting. If the decision is not unanimous, the dissenting party may submit a written explanation of the reasons for her/his disagreement with the decision.

Level Three – Director of Human Resources

a. The Director of the Bureau of Human Resources, or designee, shall review the written decision of the Grievance Review Committee as well as any written disagreement and either concur or disagree with the decision within fourteen (14) days of receipt. If the Director, or designee, disagrees with the written decision, she/he shall provide a written explanation therefore.

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

32. WARRANT OF AUTHORITY – Applies

33. SAVINGS CLAUSE – Applies

34. EFFECTIVE DATE AND DURATION OF AGREEMENT – Applies

Current Tentative Agreements:

- 1.1.1 Probationary Period
- 1.1.3 Permanent Part-Time Employees
- New Article: Rehired Retirees
- Gender Neutral Language
- 11.3 Recreation Coordinator I and II Lead Premium

15. HEALTH AND LIFE INSURANCE

15.1 Labor/Management Benefits Committee.

The parties agree to the continuation of the city-wide Labor/Management Benefits committee. The committee will consist of 16+4 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 Professional and Technical Employees 17 (PT-17) ~~City of Portland Professional Employees Association (COPPEA)~~, AFSCME, Local 189 representing Emergency Communications Operators (BOEC), Municipal Employees, Local 483 representing Recreation Instructors ~~(Recreation)~~, Portland Police Commanding Officers Association (PPCOA), and the AFSCME Council 189 representing the Portland Housing Bureau (PHB), and Laborers Local 483 representing Portland City Laborers. The remaining eight~~seven~~ members shall be appointed by the city.

- 15.1.1 A quorum of 12 voting members is required for the committee to take action. An absent committee member may designate a substitute with full voting authority 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.
- 15.1.2 The committee shall select its chairperson, who shall serve at the will of the committee.
- 15.1.3 In order to make a recommendation to the City Council, at least 12 committee members must vote in favor of the recommendation. The committee shall be responsible for establishing internal committee voting and decision-making processes.
- 15.1.4 Members of the committee shall be allowed to attend committee meetings on-duty time. In the event meetings are scheduled outside the regular shift hours of a committee member, the city shall make every effort to adjust the shift of the member to allow the member to attend while on duty.
- 15.1.5 The committee shall meet at least quarterly, and shall make written recommendations regarding plan design changes in the employee benefits program to the City Council no later than April 1st of each year.

The City Council shall retain the discretion to implement or reject any of the committee's recommendations. In the event the committee makes a recommendation

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

15.2 **Benefits Eligibility 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.**

15.2.1 **Regular**~~Permanent Full-Time Employees~~, shall be eligible as provided herein for medical, dental, vision and life insurance coverage the first of the month following the date of hire. ~~Permanent full-time employees shall cease to be eligible as provided herein for medical, dental, vision and life insurance coverage as of the last day of the month following the date of unpaid leave status or of their separation from active employment. Medical, dental, vision and life insurance benefits will be paid at 100% of the city contribution for those employees who have a Standard Hours designation of at least seventy-two hours in a pay period in a benefits eligible, budgeted position.~~

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

Regular full-time employees shall be eligible as provided herein for medical, dental, vision and group 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.

15.2.2 **Regular**~~Permanent **Part-Time Employees**~~, will be eligible for medical, dental, vision and life insurance coverage the first of the month following the date of hire. Permanent part-time employees shall cease to be eligible as provided herein for medical, dental, vision and life insurance coverage as of the last day of the month following the date of unpaid leave status or of their separation from active employment. The amount of contributions which the City will make on behalf of permanent part-time employees for medical, dental, vision and life insurance benefits shall be as follows:

Regular part-time employees will be eligible for medical, dental, vision and group 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.

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

<u>Regularly Scheduled</u> Hours Per Pay Period	<u>Standard</u> Percentage of <u>Employer</u> Employee 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. the employee's Standard Hours designation as of May 1 of each year. Changes to that status will only be made in the event that there is a change in position and/or a change in scheduled hours that will exceed six months.

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

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

15.3 City/Employee Contributions

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

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

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.

High Deductible Health Plan (HDHP) effective Plan Year July 1, 2017.

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

TA: TC 7/17/17
TA: JEC 7/17/17

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.

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.

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.

Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, newly hired full-time regular employees who elect the Self-Insured Medical Plan or the Kaiser Plan will have one (1) full calendar year to receive a preventive health

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

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

~~15.3.4~~ 15.3.2 For the term of the Agreement a benefits eligible employee who has alternate group medical coverage may choose to opt out of City provided medical coverage. A full-time employee who chooses to opt out shall not be required to pay the employee contribution, outlined above, in ~~Article 15.3.3, 15.3.6 and 15.3.7~~ and shall receive a cash payment every payday (except for the third payday in a month) as follows:

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

~~15.3.5~~ 15.3.3 Employees may elect to receive the cash payment as cash (subject to withholding) ~~or as a pre-tax contribution into a Flexible Spending Account (MERP or DCAP).~~ In addition to the cash payment to the employee, the City shall contribute for each full-time employee who opts out of medical coverage an additional amount to the Health Fund as follows:

City Contribution as of July 1, 2017	One Party	\$152.72 per payday <u>TBD</u>
	Two Party	\$121.90 per payday <u>TBD</u>
	Family	\$94.90 per payday <u>TBD</u>

Note: See Benefits Handbook for current amounts

~~15.3.6~~ 15.3.4 ~~Effective each year of the Agreement, the City contribution under 15.3.11 shall be adjusted to reflect the full annual percentage in the Portland Medical Care (CPI-W) as measured by the index for the 2nd half of the most recent calendar year and the 2nd half of the second most recent calendar year. However, in no event shall the contribution rate increase be less than two percent (2%) or greater than ten percent (10%).~~ 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%).

~~15.3.7~~ 15.3.5 Benefit coverage for domestic partners will continue. Availability of domestic partner benefit is subject to continuing availability from the City's employee benefit insurance carriers. The Committee will recommend eligibility rules governing domestic partner benefit coverage to the City Council.

15.4 **Health Fund Reserves**

15.4.1 The Health Fund shall be maintained with adequate reserves to meet fund obligations, ~~which include claims, Incurred but Not Reported Claims Reserves, and Large Claim Reserves. The committee shall make recommendations to the City Council on creating other reserves as appropriate.~~

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

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

15.5 Retiree and Survivor Benefits

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

15.5.2 The city shall provide to the spouse (or domestic partner) and dependent children of an employee who is killed on the job, the same medical, dental and vision benefit plans available to active employees. The city agrees to continue the city contribution for the spouse (or domestic partner) and dependent children until the spouse (or domestic partner) reaches age sixty-five or remarries (or establishes a new domestic partnership) and for each dependent child, until the lesser of age 19, 23 if a full-time student or date of the dependent child's marriage.

15.6 Life Insurance

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

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

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

15.7 Deferred Compensation

The city shall allow employees under this contract to participate in the Deferred Compensation Program that is currently available to employees. However, if the program is determined not to be allowable as a tax deferral under the Internal Revenue Code, the participating employee shall hold the city and the union harmless against any

and all claims, demands, or other forms of liability arising as a result of any invalidation of the terms and conditions of the Program.

15.8 Federal and State Health Legislation

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

15.9 Disability Insurance

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

~~The city shall modify the benefits plan to include the addition of disability insurance for employees if recommended by the Labor/Management Benefits Committee and approved by the Portland City Council.~~

15.10 Domestic Partners

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

25. WAGE SCALES

- 25.1 Wages shall be paid in accordance with the provisions of Schedule A & C attached hereto.
- 25.2 Before requesting the reclassification of any position, proposing a new classification and/or casual job description, or abolishing any represented classification and/or casual job description, the Bureau of Human Resources Director, or their designee shall notify the Union of the proposed reclassification (or impacted casual job description), creation or abolition, and discuss the effect thereof.
- 25.2.1 If the City reclassifies any represented bargaining unit position(s), and there is a disagreement over whether the new classification remains in the bargaining unit or over representation of the new classification, the parties will meet, within five (5) working days, to resolve the matter by mutual agreement prior to resorting to the procedures of ORS 243.650 to ORS 243.782. If the City updates any casual job description and there is a disagreement over whether the new job description remains in the bargaining unit or over representation of the new casual job description, the parties will meet, within five (5) working days, to resolve the matter by mutual agreement prior to resorting to the procedures of ORS 243.650 to ORS 243.782.
- 25.3 **Reclassification.**
- 25.3.1 The City shall maintain a procedure for employees to initiate reclassification reviews.
- 25.3.2 Disputes about the appropriateness of reclassification of employees by management or denial of employee-initiated requests for reclassification may be appealed to the Bureau of Human Resources Director and the Civil Service Board in accordance with the Personnel Rules of the City of Portland.
- 25.4 The Union recognizes that the Bureau of Human Resources Director and Civil Service Board have the sole authority to classify or reclassify positions. The above does not preclude the Union from monitoring the City's classification plan.
- 25.5 **Wage Rates for New Classifications.**
- 25.5.1 When any classification not listed in Schedule A is established, or when an existing classification is substantially revised, the City will set a wage range for the classification which is reasonably related to wage ranges for comparable positions in comparable

labor market areas for the classification and to wage ranges for existing classifications in Schedule A.

- 25.5.2 Upon setting a wage range for the new classification, the City shall notify the Union of the range and its effective date. The Union may either accept the established range or within ten (10) working days of receipt of the City's notice, notify the City's designee for labor relations of its desire to bargain under the provisions of state law. The union's demand to bargain shall include their proposed wage for the classification and a brief description of the reasoning supporting the wage rate. The City can establish an interim rate during bargaining.
- 25.6 Upon request, with reasonable notice, the City will provide an accurate amount of the individual employee's accumulated sick leave, holiday and vacation credits.
- 25.7 **PERS Pickup.** The City agrees to maintain its membership in the State of Oregon Public Employees Retirement System (PERS)/Oregon Public Service Retirement Plan (OPSRP). The City shall "pick-up," assume and pay a six percent (6%) average employee contribution to the Public Employees Retirement Fund and the Oregon Public Service Retirement Plan for the employee members then participating in the Public Employees Retirement System. Such "pick-up" or payment of employee member contributions to the system shall continue for the life of this agreement and shall also be applicable to employees who first begin to participate in the system on and after July 1, 1980, to the termination of this agreement.

The full amount of required employee contributions "picked-up" or paid by the City on behalf of employees pursuant to this agreement shall be considered as "salary" within the meaning of ORS 238.005 (21) or ORS 238A.005 (16), as appropriate, for the purposes of computing an employee member's "final average salary" within the meaning of ORS 238.005 (8) or ORS 238A.130, as appropriate, but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 238.200 or ORS 238.330, as appropriate. Such "picked-up" or paid employee contributions shall be credited to employee accounts pursuant to ORS 238.200 (2) or ORS 238A.335, as appropriate, and shall be considered to be employee contributions for the purposes of ORS 238.200 or ORS 238A.330.

8. SHIFTS

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

- 8.1 **Day Shift.** Present practices as to day shift starting times shall be maintained, provided that the City may change such starting times (subject to requirements of Article 7.1)
- 8.2 **Second or swing shift:** The second or swing shift shall be defined as any shift which begins between 12:00 Noon and 6:59 P.M. An employee scheduled on the second shift shall receive a one dollar and fifty cents ~~fifty cents~~ (\$1.50) per hour swing shift differential in addition to his/her regular hourly rate as set forth in Schedule A.
- 8.3 **Third or graveyard shift:** The third or graveyard shift shall be defined as any shift which begins between 7:00 P.M. and 4:59 A.M. Employees scheduled on the third shift shall receive a shift premium of two dollars (\$2.00) ~~seventy cents (\$.70)~~ per hour in addition to their regular hourly rate as set forth in Schedule A.
- 8.4 The shift premium provided for in 8.2 and 8.3 above shall not apply when on vacation, sick leave or any other paid leave of absence. The shift premiums in 8.2 and 8.3 shall be paid to any employee working full overtime shifts; such premiums shall be used in computing the overtime rate, as required by Federal Law.
- 8.48.5 Shift differentials 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.
- 8.58.6 Employees whose eight (8) hour work shift is completed in a period of eight (8) hours shall be allowed a twenty (20) minute period to eat lunch on the City's time.

City Proposal to Recreation
07/17/2017

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

City Proposal to PCL
07/17/2017

TA: TC 7/17/17
TA: JKU 7/17/17

11.5 Employee in Charge (EIC) Premium – A premium of 5% shall be paid to Recreation Leaders for all hours worked when directed to work as Employee in Charge.

Union-Proposal City Counter

2/27/17 07/17/2017

TA: JL 7/17/17

TA: JKU 7/17/17

Union Leave Union Paid

18.2.2 Authorized Union representatives, upon written requests from the Union, shall be given short term leaves of absence (less than thirty (30) days) without pay to transact business for the Union. The Union will cooperate with the City by controlling requests for such short term leaves to a maximum of ~~two (2)~~ five (5) ~~three (3)~~ employees off at any given time and in a manner which will minimize interference with the City's operations. Employees granted such leave will, at the request of the union, 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 15.

- 18.2.2.1 If, however, an employee covered by this Agreement is elected or appointed to an office in the Union requiring long term leave of absence from his/her duties with the City, s/he shall, upon two (2) weeks' written notice, be granted a leave of absence without pay. The duration of the union leave shall be based on the time an employee is elected or appointed to represent Laborers' Local 483 union members. for a period not to exceed four (4) years or 1 term whichever is less. When the employee's aforementioned leave expires, the employee may request to have his/her name placed on the laid off list. Any employee placed on the laid off list is subject to applicable Civil Service regulations. No more than ~~one (1)~~ one (1) ~~two (2)~~ employees from the Union may be on long term leave at any given time. ~~Employees returning from a Union leave under Section 18.2.2.1 must be employed for a period no less than six (6) months prior to requesting another leave.~~

Intent: create ULUP for L483 members in recreation, bring Rec contract language into alignment with the DCTU.

Union Proposal — City Counter

2/27/17 — 07/17/2017

TA:

JL 7/17/17

TA:

JED 7/17/17

Professional Development Committee

28.1 The Union and the City mutually recognize the benefit of professional development for members of the Union. To accomplish this:

28.1.1 The City shall fund a Professional Development account in the amount of \$15,000 ~~\$20,000~~ ~~\$30,000~~ for each fiscal year of this agreement.

28.1.2 At the end of each fiscal year any unexpended monies will be returned to the City.

28.1.3 Professional Development training must be paid for and commence prior to the expiration of this contract.

28.1.4 Portland Parks & Recreation shall provide administrative assistance for the fund.

28.1.5 Monies from this account may be used by an employee for any of the following, provided it pertains to their current position, or for another City position in their classification series or in reasonably related work:

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

E. The fees associated with use of venue facilities for staff development activities such as trainings, speakers, and workshops.

28.1.6 The account shall be administered by a ~~four (4)~~ eight (8) ~~six (6)~~ member Professional Development Committee. ~~Two (2)~~ Four (4) members of the Professional Development

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JKV 7/17/17

Committee shall be appointed by LL483 Recreation and four (4) ~~two (2)~~ members by the Director of Portland Parks & Recreation.

- 28.1.7 Portland Parks & Recreation will establish accounting procedures for the fund in accordance with all applicable Federal, State, and Municipal Laws.
- 28.1.8 Professional Development Committee decisions shall be made by consensus. The Committee shall establish committee decision-making processes and criteria for approval of Professional Development requests.
- 28.1.9 Release time to attend professional development seminars, classes, workshops and conferences shall be subject to the approval by the City, which shall not be unreasonably denied when the training is directly related to the employee's City job.

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

~~Article 28.4 shall sunset upon expiration of this contract.~~

City Proposal to Recreation
07/17/2017

TA: 5C 7/17/17
TA: JEV 7/17/17

34. EFFECTIVE DATE AND DURATION OF AGREEMENT

This Agreement, effective July 1, 2017³, shall remain in full force and effect until June 30, 2021⁴₇. 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.



PORTLAND PARKS & RECREATION

Healthy Parks, Healthy Portland

TC 7/17/17
JKU 7/17/17

REPRESENTED REC SUPPORT – ACCELERATED WAGES

REPRESENTED REC SUPPORT JOBS:

Customer Service

Aquatics Combo - Lifeguard & Cashier

Aquatics Combo - Swim Instructor

Attendant - Level I

Attendant - Level II

Counselor - Level I

Counselor - Level II

Counselor - Level III

Wage Increases: Wages are applied based on years of service and will be increased as noted on the first of the month detailed on the wage schedule.

Training Wages: When attending general trainings and mandatory All Staff meetings, Rec Support Employees are paid a training wage (\$12.00). See the *Rec Support Training Wage Acknowledgement* form for additional details.

Working in Multiple Job Roles: Represented Rec Support employees may be scheduled in multiple Represented Rec Support Staff Jobs within the same pay period and will be paid the corresponding wage.

EXAMPLE: The same represented support staff can be scheduled to work as Customer Service from 9-12pm on Monday, Aquatics Combo Lifeguard from 3-6pm on Wednesday, and Aquatics Combo Swim Instructor from 3-4pm on Wednesday.

REPRESENTED REC SUPPORT WAGE SCHEDULES

CUSTOMER SERVICE

Front Desk Staff	Park Host	
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	2017 - Oct	2018 - July	2019 - July	2020 - July
Year 1, Month 1-12, 0+ Hours	\$13.50	\$14.30	\$14.83	\$16.50
Year 2, Month 13-24, 250+ Hours	\$14.00	\$14.80	\$15.33	\$17.00
Year 3, Month 25-36, 500+ Hours	\$14.75	\$15.55	\$16.08	\$17.75
Year 4, Month 37-48, 750+ Hours	\$15.50	\$16.30	\$16.83	\$18.50
Year 5, Month 49-60, 1000+ Hours	\$16.25	\$17.05	\$17.58	\$19.25
Training Wage:	\$12.00	\$12.80	\$13.33	\$15.00

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JFC 7/17/17

AQUATICS COMBO - LIFEGUARD & CASHIER

Lifeguard	Aquatics Cashier	
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Level of Education Required:	STARGUARD Certification			
	2017 - Oct	2018 - July	2019 - July	2020 - July
Year 1, Month 1-12, 0+ Hours	\$12.00	\$12.80	\$13.33	\$15.00
Year 2, Month 13-24, 250+ Hours	\$12.25	\$13.05	\$13.58	\$15.25
Year 3, Month 25-36, 500+ Hours	\$12.50	\$13.30	\$13.83	\$15.50
Year 4, Month 37-48, 750+ Hours	\$13.00	\$13.80	\$14.33	\$16.00
Year 5, Month 49-60, 1000+ Hours	\$13.50	\$14.30	\$14.83	\$16.50
Training Wage:	\$12.00	\$12.80	\$13.33	\$15.00

AQUATICS COMBO - SWIM INSTRUCTOR

Swim Lessons			
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Level of Education Required:	PP&R Swim Instructor Certification			
	2017 - Oct	2018 - July	2019 - July	2020 - July
Year 1, Month 1-12, 0+ Hours	\$12.50	\$13.20	\$13.83	\$15.50
Year 2, Month 13-24, 250+ Hours	\$12.75	\$13.45	\$14.08	\$15.75
Year 3, Month 25-36, 500+ Hours	\$13.00	\$13.70	\$14.33	\$16.00
Year 4, Month 37-48, 750+ Hours	\$13.50	\$14.20	\$14.83	\$16.50
Year 5, Month 49-60, 1000+ Hours	\$14.00	\$14.70	\$15.33	\$17.00
Training Wage:	\$12.00	\$12.80	\$13.33	\$15.00

ATTENDANT - Level I

Facility Attendant	Gym Attendant	Party & Rental Hosts
Special Event Attendant	Summer Free for All Attendant	Art Park Attendant
Roller Rink Attendant	Indoor Park Attendant	Child Care Attendant
Fitness Attendant	Teen Room Attendant	Game Room Attendant

	2017 - Oct	2018 - July	2019 - July	2020 - July
Year 1, Month 1-12, 0+ Hours	\$12.00	\$12.80	\$13.33	\$15.00
Year 2, Month 13-24, 250+ Hours	\$12.25	\$13.05	\$13.58	\$15.25
Year 3, Month 25-36, 500+ Hours	\$12.50	\$13.30	\$13.83	\$15.50
Year 4, Month 37-48, 750+ Hours	\$12.75	\$13.55	\$14.08	\$15.75
Year 5, Month 49-60, 1000+ Hours	\$13.25	\$14.05	\$14.58	\$16.25

ATTENDANT - Level II – minimum of 250 hours of recent attendant experience

Event Host		
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	2017 - Oct	2018 - July	2019 - July	2020 - July
Year 1, Month 1-12, 0+ Hours	\$13.75	\$14.55	\$15.08	\$16.75
Year 2, Month 13-24, 250+ Hours	\$14.00	\$14.80	\$15.33	\$17.00
Year 3, Month 25-36, 500+ Hours	\$14.25	\$15.05	\$15.58	\$17.25
Year 4, Month 37-48, 750+ Hours	\$14.50	\$15.30	\$15.83	\$17.50
Year 5, Month 49-60, 1000+ Hours	\$15.00	\$15.80	\$16.33	\$18.00
Training Wage:	\$12.00	\$12.80	\$13.33	\$15.00

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COUNSELOR - Level I*

Day Camps	Trips	Assistant Preschool Counselor (Aides)
Senior Center Project Programs	After School Programs	Summer Playground

	2017 - Oct	2018 - July	2019 - July	2020 - July
Year 1, Month 1-12, 0+ Hours	\$12.00	\$12.80	\$13.33	\$15.00
Year 2, Month 13-24, +250 Hours	\$12.25	\$13.05	\$13.58	\$15.25
Year 3, Month 25-36, 500+ Hours	\$12.50	\$13.30	\$13.83	\$15.50
Year 4, Month 37-48, 750+ Hours	\$12.75	\$13.55	\$14.08	\$15.75
Year 5, Month 49-60, 1000+ Hours	\$13.25	\$14.05	\$14.58	\$16.25
Training Wage:	\$12.00	\$12.80	\$13.33	\$15.00

* Level I - Counselors are not required to have formal education/training or hold certifications in the program areas above.

COUNSELOR - Level II* (minimum of 250 hours of recent instruction experience)

Day Camp	Child Care	Trips
After School Programs	Senior Center Project Programs	Summer Playground

The Level II – Counselor position is accountable to the Recreation Supervisor and receives direction from the represented Recreation Staff. In addition to program delivery, they are responsible to assist with camp/program related trainings, assist with supporting the work of other camp staff and volunteers, enforce camp rules and policies, and respond professionally to participants with questions and/or concerns. Level II – Counselors may also assist with participant paperwork, assist with staff meetings, motivate staff, and lead by example.

	2017 - Oct	2018 - July	2019 - July	2020 - July
Year 1, Month 1-12, 0+ Hours	\$13.25	\$14.05	\$14.58	\$16.25
Year 2, Month 13-24, 250+ Hours	\$13.50	\$14.30	\$14.83	\$16.50
Year 3, Month 25-36, 500+ Hours	\$13.75	\$14.55	\$15.08	\$16.75
Year 4, Month 37-48, 750+ Hours	\$14.00	\$14.80	\$15.33	\$17.00
Year 5, Month 49-60, 1000+ Hours	\$14.50	\$15.30	\$15.83	\$17.50
Training Wage:	\$12.00	\$12.80	\$13.33	\$15.00

* It is preferred for Level II - Counselors to have formal education/training or hold certifications in the program areas above.

COUNSELOR - Level III* (minimum of 1,000 hours of recent instruction experience)

Academic After School Program Instruction	
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	2017 - Oct	2018 - July	2019 - July	2020 - July
Year 1, Month 1-12, 0+ Hours	\$17.25	\$18.05	\$18.58	\$20.25
Year 2, Month 13-24, 250+ Hours	\$17.75	\$18.55	\$19.08	\$20.75
Year 3, Month 25-36, 500+ Hours	\$18.50	\$19.30	\$19.83	\$21.50
Year 4, Month 37-48, 750+ Hours	\$19.25	\$20.05	\$20.58	\$22.25
Year 5, Month 49-60, 1000+ Hours	\$20.00	\$20.80	\$21.33	\$23.00
Training Wage:	\$12.00	\$12.80	\$13.33	\$15.00

* It is required for Level III – Counselors to be certified or licensed teachers when delivering academic content in after school programs.

City Proposal to Recreation
02/27/2017

TA: Tom Galt 2/27/17
TA: Jon Vito 2/27/17

1.1.1 **Probationary Period:** For the purpose of this labor agreement, probation is defined as a 180-day period, excluding any period of time off exceeding one (1) week in duration. The probationary period may be extended for a period not to exceed ninety (90) days by ~~mutual agreement between the City, the Union and the affected employee.~~ In the event of a probationary period extension the City will provide the impacted employee one (1) additional written evaluation at the mid-point of the extension period. The Bureau will provide notice to the Union of a probation extension.

Intent: To reduce administrative burden around extending probations.

TA: ~~Jul 1/17~~ 2/27/17
TA: ~~Jim (left)~~ 2/27/17

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 one hundred forty (140) working days and step pay increases will be computed on the basis of hourly equivalence.

Permanent part-time employees will be paid in accordance with Schedule A and will receive fringe benefits, except Health and 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 shall be eligible as provided herein for Health and Welfare coverage the first of the month following the date of hire.

Part-time employees will accrue seniority on the basis of actual time worked- 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 to Recreation
02/06/2017

TA: Jim (let) 2/27/17
TA: Jon 1/27/17

New Article/Section

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

The City and Portland City Laborers 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: To allow Recreation represented employees the possible opportunity to work as a Rehired Retiree under current rules/laws.

Union Proposal

2/6/2017

TA: Jim Clett 2/6/17

TA: Jim Clett 2/6/17

Gender Neutral Language

Remove gendered language in the contract and replace with gender neutral pronouns and references.

City Counterproposal to Recreation
02/27/2017

TA: Jan (1.1.17) 2/27/17
TA: Jan 1.1.17 2/27/17

11.3 When a Recreation Supervisor in charge of a facility is absent from work (on vacation, sick leave, leave of absence, etc.) for five or more consecutive work days (including holidays but excluding weekends), the City shall designate an employee as the lead person in responsible charge. A Recreation Coordinator I or II will receive a "lead" premium of 5% over their current hourly rate of pay commencing with the first day of the assignment supervisor's absence.

Intent: To extend premium to Recreation Coordinator IIs.
Intent: To clarify start of premium assignment.