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TA: Donna Hammond

City Bargaining Package Proposal to DCTU

November 3, 2017

Summary Sheet

All Proposals Refer to City 11/01/2017 Package

Article	Summary
1.4 Recruitment Incentive	City Proposal <u>Current Language</u>
6 Contracting Out	City Proposal
11 Working Out of Classification	Current Language + LOA for Citywide Work Group
8 Shifts	Current Contract Language
9 Comp Time	City Updated Proposal – Rolling 80, remove 'Advanced Notice' proposal
9.3 16 Hour Clause	City Language
9.7 Essential Employee	City Language
10.4.1 Stand By	City Proposal on Pay Practice
13 Promotions	City Proposal removing Rule of 2
15.2 Deferred Holidays for Essential Employees	City Proposal increasing Deferred Holiday Bank
17 Health and Life Insurance	Updated City Proposal – <u>Edited language per Union's request</u>
22.17 Reasonable Suspicion	City Proposal, No BOEC attachment
28 Overpayment/Underpayment	City Proposal
29 Tools	Updated City Proposal - \$1,000
38 Effective Date and Duration	3 Years
Article XXX Professional Development	Updated City Proposal – \$200,000
Parking Enforcement LOA	City Proposal – Remove partial language
Water Bureau LOA	City Proposal – Remove most language
Schedule A COLA	City Proposal – 1% to 5%
Schedule A Wage Adjustment	Updated City Proposal – <u>Removed erroneous asterisk, edited implementation language for Police Administrative Classifications. Police Administrative Classifications retro to July 1, 2015. Add Chief Electrical and Chief Plumbing Inspector to Schedule A. Change Parking Enforcement from 8% to 9.65%.</u>

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Schedule A Premiums	City Proposal – Included Electrical Inspector to Premium 6b
Schedule A – Across the Board Options <u>Other</u>	City Proposes Three Options – Union chooses one <u>1.65% Across the Board increase to classifications not receiving a targeted wage increase.</u>

City Counter to DCTU Proposal

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Rolling 80 Comp Bank

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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 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.

Note: Implementation Date/Time TBD

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~~5,001 and \$100,000 and Goods and Services projects with an estimated value between \$~~10,001~~5,001 and \$150,000.

8 Shifts

8.1 Shifts shall be defined by the following starting times:

Shift	Starting no earlier than:	and no later than:
Day	6:00 AM	9:29 AM
Second/Swing	9:30 AM	6:59 PM
Third/Nights	7:00 PM	5:59 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. Notwithstanding the above, the day shift for the Bureau of General Services Distribution Technician and P&D Customer Service Representatives shall begin within the hours of 6:00 A.M. to 10:00 A.M. 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	Eff. July 1, 1997
Second/Swing	\$.84
Third/Graveyard	\$1.16
Relief	\$1.16

8.2.1 The swing shift differential does not apply to part-time employees whose shift may begin after noon but ends by 5:00 p.m.

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.

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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.

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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~~ deferred holiday for every full shift they work during ~~an inclement weather such an~~ event. The deferred holiday will be equal to the number of hours the essential employee was regularly scheduled to work on the day of the event.

Employees whose deferred holiday bank is full, will be given the equivalent time in ~~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.

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10.4.1 If the City has not worked out a “stand-by” agreement with the Union and requests an employee to “stand-by”, the employee shall receive ~~two .25 (2)~~ hours pay at the straight time rate for each ~~eightone (81)~~ hours of “stand-by” time. For the purposes of this section, “stand-by” shall be defined as a requirement that an employee remain available and fit for duty during non-working time, with City communication device(s) and/or at a phone number left with the bureau such that the employee can report for work within a period of one-half (1/2) hour, absent unusual circumstances.

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.~~

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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.

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.

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) ~~fourteen (14)~~ 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), ~~and~~ 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) ~~seven (7)~~ members shall be appointed by the City.
- 17.1.2 A quorum of fourteen (14) ~~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 fourteen (14) ~~twelve (12)~~ committee members must vote in favor of the recommendation. The committee shall be responsible for establishing internal committee voting and decision-making processes.
- 17.1.5 Members of the committee shall be allowed to attend committee meetings on-duty time. In the event meetings are scheduled outside the regular shift hours of a committee member, the City shall make every effort to adjust the shift of the member to allow the member to attend while on duty.
- 17.1.6 The committee shall meet at least quarterly, and shall make written recommendations regarding plan design changes in the employee benefits program to the City Council no later than April 1st of each year.
- 17.1.7 The City Council shall retain the discretion to implement or reject any of the committee's recommendations. In the event the committee makes a recommendation that is consistent with the committee's authority, is actuarially sound and meets all the requirements of federal, state and local laws, and Council rejects the recommendation, any reductions in plan costs that may have occurred due to the change in plan design, will be treated as having occurred for the purposes of calculating the maximum City contribution under this agreement. These costs will be calculated by evaluating the premiums and/or rates as if the changes had occurred, the rates and/or premiums

absent the changes, and the number of participants under the plan(s) involved. For example, if the self-insured plan two party rate would be \$298 per employee per month with the addition of a benefit design change "X", but Council rejects the design change and therefore the two party rate is \$350 per month per employee, the City contribution will be increased \$52 per month per employee on the self-insured plan to give credit for the change.

17.2 **Benefits Eligibility**

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

17.2.1 ~~**Permanent Regular Full-Time Employees.** 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 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 **Permanent-Regular Part-Time Employees.** ~~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 their separation from active employment. 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 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.Part-Time Employee City Contribution. The amount of contributions which the City will make on behalf of ~~permanent part-time~~ regularly appointed employees for medical, dental, vision and life insurance benefits shall be as follows:

Standard <u>Regularly Scheduled</u> Hours Per Pay Period	Percentage of Employer <u>Full-Time Employee</u> 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 is in paid status. 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.~~

17.3 **City/Employee Contributions**

17.3.1 ~~Effective July 1, 2013 through June 30, 2017, the City shall contribute ninety five percent (95.0%) of the combined total 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 or Kaiser) provided herein. Each employee shall contribute five percent (5.0%) of the combined total rates adopted by the City Council for the one party, two party or family enrollees (whichever applies). Contributions for part-time employees are governed by Clause 17.2.2. Once plan rates for each benefit year have been adopted by the City Council, the respective City and Employee contribution amounts shall be computed and the DCTU shall be provided written notice of the amounts.~~

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 rates and ninety-five percent (95.0%) of the dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council, for regular full-time employees who elect the HDHP. Each regular full-time employee who elects the HDHP shall contribute five percent (5.0%) of the

dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council.

17.3.3 Self-Insured Medical Plan or Kaiser Plan effective Plan Year July 1, 2018.

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

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

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

17.3.6 Confirmation of meeting the preventative exam criteria will be sent from the provider to a third-party administrator. The third-party administrator will send the employee's name, birth date, and last four digits of the social security number to the City. No other information will be provided. The parties acknowledge that Kaiser requires a release of information to be signed allowing Kaiser to release the information described above.

17.3.7 The City shall share all cost, savings, and participation data from the healthcare plan with the Labor Management Benefits Committee.

~~17.3.6~~**17.3.2—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~~**17.3.2.1**—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	One Party	\$117.26 per payday
	Two Party	\$93.59 per payday
	Family	\$72.86 per payday

~~17.3.8~~**17.3.2.2**—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~~**17.3.2.3**— The City shall pro-rate the cash payment and City contribution in 17.3.2 and 17.3.2.1 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. ~~the standard hours schedule.~~

17.3.3 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.

17.4 **Health Fund Reserves**

17.4.1 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.~~

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

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

17.5 **Retiree and Survivor Benefits**

17.5.1 The City shall make available to a retired employee and their eligible dependents, spouse (or domestic partner) and eligible children, or to the surviving spouse (or domestic partner) and eligible 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) 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 **Life Insurance**

17.6.1 The City shall provide each employee with a 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 the lesser of one time annual salary rounded to the next higher multiple of \$1,000 or \$50,000 ~~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.

~~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.~~

17.9 **Domestic Partners**

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

Intent: Edit to reflect City Wide Health and Benefits package

Intent: Edit to include Portland City Laborers in the LMBC effective July 1, 2017

22.17 **Reasonable Suspicion of Drug or Alcohol Use.**

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

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

- a. Reasonable suspicion: a legal standard of proof that is less than probable cause, but more than a “hunch.” It must be based on specific, contemporaneous, articulable observations by a trained manager or supervisor concerning the appearance, behavior, speech, or body odors of an employee.
- b. Alcohol: colorless, volatile and flammable liquid that is the intoxicating agent in fermented and distilled liquors. Includes, but is not limited to, beer, wine, and liquor.
- c. Drugs: any controlled substance included in ORS ~~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. The parties recognize that urinalysis testing for marijuana metabolites and THCA does not provide conclusive evidence of employee intoxication at the time of the test.

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.

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 meeting held or otherwise a mutual agreement on repayment 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. The parties may extend the thirty (30) calendar day period by a mutual written agreement.

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.

~~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.

29. Tools

29.1 ~~The City Employees~~ 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.~~ The City will continue to provide replacement in accordance with past practices for tools that are stolen, provided the employee files a police report. Employee 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~~ 7501,000 per fiscal 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. Such payment will be made on the second paycheck in the fiscal year or the second paycheck following ninety (90) days of service.~~

This process is in effect for the life of this agreement. The parties agree to reopen this Article for discussion the next time the agreement is bargained.

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

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are responsible for adding new tools to the tool inventory. Management ~~shall~~may review each employee's tool inventory at the City's discretion~~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~~replacement, stolen ~~or broken~~ tools must be permanently marked (engraved or etched) with the employee's information, inventoried, and photographed.

INTENT:

29.1: from Union proposal

29.2: \$1,000~~750~~ allowance. Added language identical to boot allowance re when it is paid

Sunset clause to allow both union and City to determine whether this process is effective.

30.2 For the period of July 1, 2017 to June 30, 2018 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 reimbursed, upon proof of purchase, up to \$150.00 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. 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 for safety shoes under this Article after 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.

Beginning July 1, 2018 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 \$1250.00 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

38. Effective Date and Duration of Agreement

This Agreement, effective ~~July 1, 2017 or upon~~ ratification by both parties, shall remain in full force and effect through June 30, ~~2017~~.

In the event that City revenue sources should be decreased by the passage or impact of a tax limitation measure, legislatively mandated change, cut back in Federal and/or State revenue sharing, or any other conditions causing a worsening of the City's financial position, the City Council and the DCTU 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.

ARTICLE XX
PROFESSIONAL DEVELOPMENT

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

1. The City shall fund a Professional Development account in the amount of \$200,000~~180,000~~ per fiscal year.
2. At the end of each fiscal year any unexpended account monies up to \$25,000 shall be carried over and added to the next fiscal year's fund. If, at the end of a fiscal year more than \$25,000 remains in the fund, the entire unexpended account monies shall be returned to the City.
3. Professional Development training must commence by the termination of this agreement.
4. Administrative assistance for administering the fund up to 40,000 of the fund annually may be deducted from the fund to cover those costs provided. In addition, the City will confer with the DCTU about measures to reduce these administrative costs and implement measures as agreed.
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. 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.
 - C. Licenses, certifications and professional dues not paid by the employee's bureau.
6. Up to \$40,000 from this fund, per fiscal year, may be utilized to hire consultants or coaches to work one-on-one with employees on career development activities.
7. The account shall be administered by a four (4) member Professional Development Committee. Two (2) members of the Professional Development Committee shall be appointed by the DCTU and two (2) members by the Director of the Bureau of Human Resources.
8. The Bureau of Human Resources will establish accounting procedures for the fund in accordance with all applicable Federal, State, and Municipal Laws.
9. Professional Development Committee decisions shall be made by consensus. The Committee shall establish committee decision-making processes and criteria for approval of

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Professional Development requests.

10. Release time to attend professional development seminars, classes, workshops and conferences shall be subject to approval by the City, which shall not be unreasonably denied when the training is directly related to the employee's City job or internal promotional opportunity.

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

Article XX shall sunset upon expiration of the contract.

**Citywide/District Council of Trade Unions
Labor Management Workgroup - Working Out of Classification**

The parties to this agreement are the City of Portland (City) and the District Council of Trade Unions (DCTU).

Background

1. The City and the Unions 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.

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 DCTU and four appointed by the Director of Human Resources or their designee.
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 other current City employees not covered under the DCTU Collective Bargaining Agreement
 - b. Individuals on appropriate eligible list (11.2.2) or qualified under 11.2.2 being at a reporting location different from where the working out of classification opportunity 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.
 - g. Safety issues.
6. The City and Union agree on already established pay practices and agreements for Working Out of Classification.

October 3, 1996

Transportation

**LETTER OF UNDERSTANDING
AFSCME, Local 189, and the City of Portland**

The parties agree to the following:

1. The following letters are eliminated and have no further effect:
 - The November 1, 1992 letter on page 110 of the 1992-95 DCTU contract concerning postponed holidays.
 - The November 1, 1992 letter on page 112 of the 1992-95 DCTU contract which documented and clarified certain practices within the Parking Patrol Division (e.g. the four/ten shift, "Leave No Pay").
 - The July 19, 1994 letter which replaced the November 1, 1992 on page 112 of the 1992-95 DCTU contract.
- ~~2.~~ ~~The Parking Patrol Division shall continue the current practice of allowing Parking Patrol Deputies two paid 30 minute breaks per day, regardless of length of scheduled shift. Excluded are employees working shifts of less than eight (8) hours. (NOTE: Parking Patrol currently has one employee working five hour shifts.)~~
- ~~1.~~ ~~The Parking Patrol Division agrees that when an employee has exhausted all sick leave and the illness is documented by a physician, the employee may take "Leave No Pay" (LNP) for a full day sick, in lieu of using vacation pay.~~
- ~~2.1.~~ All "travel time" in connection with employee lunches and breaks is eliminated, ~~with the exception that walking deputies will be allowed "travel time" (the amount specified by management for each route) if they take their lunch in the Parking Patrol Office.~~ The union agrees that no grievance will be filed regarding this change.
- ~~3.2.~~ The Parking Patrol Division will consider employee requests to postpone holidays based on staffing levels.

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February 18, 1986

Water

**LETTER OF UNDERSTANDING
AFSCME, Local 189 and the City of Portland**

~~SUBJECT: Water Bureau Operations Division AEO II Policy~~

The parties agree that a Utility Worker may be assigned to operate the concrete saw.

~~A.E.O. II EQUIPMENT OPERATORS' SENIORITY~~

~~Assignment of all equipment operated by the AEO II classification will be by bureau seniority bid. The more senior employee will have the right to select the type of equipment he or she will operate. Operators will bid on the following equipment:~~

- ~~1. Dump trucks (with scoop and/or trailer);~~
- ~~2. Concrete Truck;~~
- ~~3. Crane Truck; and~~
- ~~4. Dump truck and scoop on construction site.~~

~~Once each year during December, every AEO II shall have the opportunity to list the equipment he or she prefers to operate in the order of preference. Effective January 1st equipment will be assigned in accordance with the seniority bid. If no one bids on a piece of equipment, then the least senior employee will be assigned to operate that equipment.~~

~~Any dump truck operator may be required to tow and operate a scoop or a trailer. Once assigned to a job, the project foreman and crew leader are responsible for directing the work of all personnel assigned to them. If more than one AEO II is assigned to one job, the least senior AEO II may be required to operate less desirable AEO II equipment.~~

~~Management will attempt to assign equipment to individuals by seniority whenever possible, but it is recognized that the work may require shifting personnel among similar equipment. When upgrades occur from other positions to AEO II on a temporary basis, it is recognized that those persons upgraded may have limited skills until they gain experience in operating all AEO II equipment. When the needs of the job require the skills of an experienced AEO II, the foreman or crew leader may require the least senior AEO II to operate the equipment, even though a temporary AEO II is present on the job. Wherever possible, the upgraded person will be requested to run less desirable pieces of equipment, provided that the needs of the operation can accommodate this.~~

~~Nothing in this Agreement is intended to modify any conditions of the current Labor Agreement.~~

~~C.E.O. EQUIPMENT OPERATORS' SENIORITY~~

~~Assignment of 690 Excavator and Construction Backhoe for the CEO classification will be by bureau seniority bid. The more senior employee will have the right to select the type of equipment he or she will operate. Operators will bid on the following equipment:~~

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- ~~1.—690 Excavator~~
- ~~2.—Construction Backhoe~~
- ~~3.—Pool (All other equipment)~~

~~Once each year during December, every CEO shall have the opportunity to list the equipment he or she prefers to operate in the order of preference. Effective January 1st equipment will be assigned in accordance with the seniority bid. If no one bids on a piece of equipment, then the least senior employee will be assigned to operate that equipment.~~

~~The CEO assigned to operate the backhoe on construction may be required to operate the 690 when that operator is not available. It may also be required to temporarily reassign the construction backhoe operator to another job when job priorities require it.~~

~~Management will attempt to assign equipment to individuals by seniority whenever possible, but it is recognized that the work may require shifting personnel among similar equipment.~~

~~Nothing in this Agreement is intended to modify any conditions of the current Labor Agreement.~~

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Schedule "A"

Effective July 1, 2017 a 1.65% Across the Board Increase will be given to all classifications not receiving a targeted wage adjustment as described in 'Schedule 'A' Other Wage Increases'.

Schedule "A" COLA

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, 201~~84~~ 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 201~~51~~ and the 2nd Half 201~~62~~) 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, 20184~~, Schedule "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 201~~84~~ to June 30, 201~~95~~ 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 201~~62~~ and the 2nd Half 201~~73~~) 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, 20195~~, Schedule "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 201~~95~~ to June 30, 202~~016~~ 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 201~~73~~ and the 2nd Half 201~~84~~) 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, 2016~~, Schedule "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 2016 to June 30, 2017 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 2014 and the 2nd Half 2015) for the Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).~~

Schedule "A" Premiums

Effective ~~April 30, 2014~~ July 1, 2017 through June 30, ~~2017~~ 2020

1. Premiums described in paragraphs ~~2 a-d, 3 a-d, 4 a-b, 5, and 6~~ 2 through 8 shall not be pyramided.
2. The following named classes and work situations will be paid a premium of ~~eighty cents~~ four percent (\$0.80) (4%) of the employee's base wage for actual time performing such work per hour for all hours worked rounded up to the next whole hour:
 - ~~a. Utility Worker I's and II's assigned to sewer main and lateral repair crews (not emergency crews);~~
 - ~~b. Automotive Equipment Operator Is, Utility Worker Is, and Utility Worker IIs assigned to operate a mounted or trailed compressor together with hydraulic or pneumatic jackhammer.~~
 - ~~e.a.~~ Employees operating a ~~hydraulic or pneumatic handheld~~ jackhammer.
 - ~~e.b.~~ Employees who are assigned to drive a fuel truck in order to perform fueling operations and to transport fuel.
- ~~3. Under the following work situations, a premium of eighty cents (\$0.80) per hour will be paid for a minimum of four (4) hours:~~
 - ~~3.a.~~ To a Any employee other than a ~~High Climber,~~ Painter, Facilities Maintenance Technician, Facilities Maintenance Technician Apprentice, and Facilities Maintenance Technician Lead while working from a temporary scaffolding, portable ladder, or boom, which is fifteen (15) feet above ground or working from any suspended device will receive a premium of four percent (4%) of the employee's base wage, for a minimum of four (4) hours.
4. Any employee who is required to work over ~~ninety-fourty-five (9045)~~ feet above the ground on bridges and structures while working from a temporary scaffolding, portable ladder or boom shall be paid 1.5 times the employee's base rate of pay, for a minimum of four hours. Any employee who is required to work over ~~ninety-fourty-five (9045)~~ feet above the ground on a fixed structure and required to wear fall protection equipment shall be paid at 1.5 times the employee's base rate of pay, for a minimum of four hours. The appropriate pay for employees working over ~~90-fourty-five (45)~~ feet on overtime is 1.5 times the employee's base rate plus .5 time the employee's base rate for a total of 2 times the employee's base rate;

~~b. 5. To a~~ Any employee other than an Inspector, Facilities Maintenance Technician, Facilities Maintenance Technician Apprentice, and Facilities Maintenance Technician Lead who is instructed to work underground or in a shored excavation will receive a premium of four percent (4%) of the employee's base wage, for a minimum of four hours.

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

~~d. Any employee operating a 90 pound or larger jackhammer.~~

46. The City will pay a premium of ~~two dollars (\$2.00)~~ eight percent (8%) of the employee's base wage, per hour, for actual time worked, rounded up to the nearest whole hour, under the following conditions:

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

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

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

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

iv) receiving bulk shipments of chemicals; or

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

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

57. Vehicle Service employees when assigned emergency repair work on automotive or construction equipment that has broken down alongside the road shall be paid a premium of five percent (5%) of the employee's base wage for all time so assigned. This premium does not apply to repair work performed on City-owned or leased property or any off-road locations. ~~The above~~ This premium will also apply to Vehicle and Equipment Mechanics.

68. In the event the City places the responsibility for a crew of two (2) or more employees upon a member of that crew, to the extent that such member is held responsible for the work performance of the other members of that crew, it will pay such employee ~~the lead rate~~

premium of five percent (5%) of the employee's base wage. This shall not be deemed a requirement that the City designate a lead in charge of every crew.

- a. An employee assigned lead duties in a work day will receive the lead rate of pay premium for a minimum of four (4) hours half a shift, or for a full shift eight (8) hours if the employee is assigned to such duties over four (4) hours in a work day for more than half their shift.
- b. Assignment to lead duties is temporary and employees do not acquire status or rights to such assignment.

~~79.~~ ~~The premium rate paid~~ Building Inspector IIs, Electrical Inspectors, and Plumbing Inspectors shall receive a premium of two percent (2%) added to the employee's base wage for all hours worked for each additional one and two family inspection certifications they obtain and to begin to use in the Residential Inspections Section in the Bureau of Development Services ~~shall be \$0.40 added to the base wage.~~

~~810.~~ ~~The premium rate paid~~ Building Inspector IIs shall receive a premium of two percent (2%) added to the employee's base wage for all hours worked for each additional one and two family inspection certifications they obtain and begin to use in the "Work without Permit Program" in the Compliance Services/Neighborhood Inspection Section of the Bureau of Development Services ~~shall be \$0.40 added to the base wage.~~

~~911.~~ ~~The premium rate paid~~ Building Inspector IIs and Structural Inspectors who obtain and begin to use both commercial Structural and commercial Mechanical certifications in the Commercial Structural/Mechanical Inspections Section in Bureau of Development Services shall receive a premium of three percent (3%) added to the employee's base wage for all hours worked ~~shall be \$0.80 added to the base wage.~~

~~1012.~~ Water Treatment Certifications:

- ~~a.~~ ~~Employees in the classification of Water Treatment Operator II are required to have and maintain certification as a Water Treatment Level 2 Operator. Certification pay for Water Treatment Level 3 Operator shall be \$0.50 per hour for all hours worked.~~
- ~~b.~~ ~~Employees in the classification of Water Treatment Operator II are required to have and maintain certification as a Water Treatment Level 2 Operator. Certification pay for Water Treatment Level 4 Operator shall be \$0.75 per hour for all hours worked.~~
- ~~c.~~ ~~Employees in the classification of Water Treatment Operator Lead are required to have and maintain certification as a Water Treatment Level 3 Operator. Certification pay for Water Treatment Level 4 Operator shall be \$0.75 per hour for all hours worked.~~
- ~~da.~~ Employees in the Water Treatment Operator II classification are required to have and maintain certification as a Water Treatment Level 2 Operator. Certification pay for Water Treatment Level 3 Operator shall be three percent (3%) added to the employee's base wage for all hours worked. Certification pay for Water Treatment Level 4 Operator shall be four percent (4%) added to the employee's base wage for all hours worked.

b. Employees in the Water Treatment Operator, Lead classification are required to have and maintain certification as a Water Treatment Level 3 Operator. Certification pay for Water Treatment Level 4 Operator shall be four percent (4%) added to the employee's base wage for all hours worked.

c. Employees are responsible for completing the required Continuing Education Units (CEUs) to maintain their certifications.

~~113~~. Water Distribution Certifications:

a. Employees in the Water Operations Mechanic classification are required to have and maintain certification as a Water Distribution Level 1 Operator. Certification pay for Water Distribution Level 2 Operator shall be ~~\$0.25 per hour~~two percent (2%) added to the employee's base wage for all hours worked. Certification pay for Water Distribution Level 3 Operator shall be ~~\$0.50 per hour~~three percent (3%) added to the employee's base wage for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be ~~\$0.75 per hour~~four percent (4%) added to the employee's base wage for all hours worked.

b. Employees in the Water Quality Inspector and Water Meter Technician classifications are required to have and maintain certification as a Water Distribution Level 1 Operator (except for those employees grandfathered in 2010). Certification pay for Water Distribution Level 2 Operator shall be ~~\$0.25 per hour~~two percent (2%) added to the employee's base wage for all hours worked. Certification pay for Water Distribution Level 3 Operator shall be ~~\$0.50 per hour~~three percent (3%) added to the employee's base wage for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be ~~\$0.75 per hour~~four percent (4%) added to the employee's base wage for all hours worked.

c. Employees in the Watershed Specialist III classification are required to have and maintain certification as a Water Distribution Level 2 Operator. Certification pay for Water Distribution Level 3 Operator shall be ~~\$0.50 per hour~~three percent (3%) added to the employee's base wage for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be ~~\$0.75 per hour~~four percent (4%) added to the employee's base wage for all hours worked.

d. Employees are responsible for completing the required Continuing Education Units (CEUs) to maintain their certifications.

~~1215~~14. Water Treatment and Water Distribution Certification:

a. Employees in the Operating Engineer II classification are required to have and maintain certification as both a Water Distribution Level 2 Operator and Water Treatment Level 1 Operator. Certification pay for Water Distribution Level 3 Operator shall be ~~\$0.50 per hour~~three percent (3%) added to the employee's base wage for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be ~~\$0.75 per hour~~four percent (4%) added to the employee's base wage for all hours worked. Certification pay for Water Treatment Level 2 Operator shall be ~~\$0.25 per hour~~two percent (2%) added to the employee's base wage for all hours worked. Certification pay for Water Treatment Level 3 Operator shall be ~~\$0.50 per hour~~three percent (3%) added to the employee's base

wage for all hours worked. Certification pay for Water Treatment Level 4 Operator shall be \$0.75 per hour four percent (4%) added to the employee's base wage for all hours worked.

- b. Employees in the Operating Engineer III classification are required to have and maintain certification as both a Water Distribution Level 2 Operator and Water Treatment Level 2 Operator. Certification pay for Water Distribution Level 3 Operator shall be \$0.50 per hour three percent (3%) added to the employee's base wage for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be \$0.75 per hour four percent (4%) added to the employee's base wage for all hours worked. Certification pay for Water Treatment Level 3 Operator shall be \$0.50 per hour three percent (3%) added to the employee's base wage for all hours worked. Certification pay for Water Treatment Level 4 Operator shall be \$0.75 per hour four percent (4%) added to the employee's base wage for all hours worked.
- c. Employees holding both Water Distribution Operator and Water Treatment Operator certifications will only be compensated for one certification at a time with the higher hourly premium being worked.
- d. Employees are responsible for completing the required Continuing Education Units (CEUs) to maintain their certifications.

~~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.~~

~~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 his or her certification and the renewal costs.~~

~~e. 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.)~~

~~e. 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.~~

~~15. Utility Worker IIs in the Portland Bureau of Transportation Street Maintenance Division who operate the side-mounted depth-of-cut controls on cold-milling machines shall be paid a premium of \$0.94 per hour for all hours worked rounded up to the next whole hour.~~

~~1615.~~ Inspectors in the Bureau of Development Services Residential Inspection program who possess and are regularly assigned to work that requires manufactured home certification shall be paid \$15.00 per trip per unit when it includes a mobile home inspection.

~~1716.~~ National Institute for Automotive Service Excellence (NIASE) Certification:

a. Employees in the Classification of Auto Body Restorer who possess a valid Master Collision Repair/Refinishing Technician Certification, issued by the NIASE, shall receive \$36.92 per FLSA workweek.

b. Employees in the Classification of Vehicle and Equipment Mechanic or the Premium Assignment of Vehicle and Equipment Mechanic, Lead and who are assigned to work on fire apparatus, who possess a valid Master Medium/Heavy Duty Truck Technician Certification issued by the NIASE and possess a valid Emergency Vehicle Test F-1 through F-2 certification shall receive \$36.92 per FLSA workweek; those who possess a valid F-3 through F-4 certification shall receive \$48.46 per FLSA workweek; those who possess a valid F-5 through F-6 certificate shall receive \$60.00 per FLSA workweek. All EVT certifications must be issued by the EVT Certification Commission, Inc.

c. Employees in the Classification of Vehicle and Equipment Mechanic or the Premium Assignment of Vehicle and Equipment Mechanic, Lead and who possess a valid Master Heavy Duty Truck Technician Certificate or who possess a valid Master Automobile Technician Certificate, issued by the NIASE, shall receive \$36.92 per FLSA workweek.

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

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

- ~~1817.~~ The City shall pay employees in the Senior Electrical Inspector and Senior Plumbing Inspector classifications who are assigned the duties of the Chief Electrical Inspector or Chief Plumbing Inspector a premium of \$1.95 per hour for all hours worked.
- ~~1918.~~ ~~The City shall pay employees~~ Employees who work for the Bureau of Development Services in the classifications of Building Inspector IIs, Electrical Inspectors, Plumbing Inspectors, and Combination Inspectors ~~classifications~~ a shall receive a certification premium of ~~\$0.80 per hour~~ two percent (2%) added to the base wage for all hours worked, rounded up to the next fifteen (15) minute increment, when they successfully complete the Specialized Solar Photo-Voltaic (SSPVI), Specialized Plumbing Inspector (SPI), Specialized Electrical Inspector (SEI), and Specialized Systems/Final Inspector (SFI) certifications and perform inspection duties related to these certifications.
- ~~2019.~~ Employees appointed to the Housing Inspector and Senior Housing Inspector classification are required, within one year of appointment to the classification, to obtain and maintain one (1) of the following Inspector certifications: Residential Structural Inspector, Residential Electrical Inspector, Residential Plumbing Inspector, or Residential Mechanical Inspector. The City shall pay employees in the Housing Inspector classification who work in the Bureau of Development Services a certification premium of ~~\$0.40 per hour~~ two percent (2%) added to the base wage for all hours worked ~~when they obtain and begin to use for~~ each additional Residential Structural Inspector, Residential Electrical Inspector, Residential Plumbing Inspector, or Residential Mechanical Inspector certifications they obtain and begin to use.
- ~~2120.~~ Police Identification Technicians who acquire and maintain a Tenprint Fingerprint Certification from the International Association of Identification will receive certification pay of five percent (5%) added to the employee's base wage for all hours worked.
- ~~2221.~~ Members in the classifications of Police Records Specialist and Police Records Training Coordinator who have successfully completed Records Finish training will receive a premium of three percent (3%) added to the employee's base wage for all hours worked.
- ~~2322.~~ Employees appointed to the classification of Accountant III or Accountant IV who acquire and maintain a CPA license shall receive a premium of five percent (5%) added to their base wage for all hours worked.

Schedule "A" Other Wage Increases

Effective July 1, 2017

Rates listed below are based on 2016/17 wages and will be adjusted by any agreed upon Cost of Living Adjustment prior to implementation except for the Facilities Maintenance Dispatch Scheduler. (See note below)

Accountant I

	Entry	6 Mos	1 yr	2 yr	3 yr	4 yr
Current	\$20.19	\$21.99	\$24.45	\$26.15	\$28.19	\$29.03
Proposed	<u>\$23.79</u>	<u>\$25.12</u>	<u>\$26.41</u>	<u>\$28.16</u>	<u>\$29.01</u>	<u>31.25</u>
Increase	<u>~18.5%</u>	<u>~14.5%</u>	<u>~8%</u>	<u>~7.5%</u>	<u>~3%</u>	<u>~7.5%</u>

Accountant II

Note: Eliminate 0.5% market adjustment. Include Accountant II in group of classifications receiving a 1.65% increase.

Building Inspector I

	Entry	6 Mos	1 yr	2 yr
Current	\$29.03	\$30.49	\$32.00	\$33.59
Proposed	<u>\$29.90</u>	<u>\$31.40</u>	<u>\$32.96</u>	<u>\$34.60</u>
Increase	<u>3%</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>

Building Inspector II

	Entry	6 Mos	1 yr	2 yr
Current	\$33.20	\$34.86	\$36.55	\$38.40
Proposed	<u>\$34.20</u>	<u>\$35.91</u>	<u>\$37.65</u>	<u>\$39.55</u>
Increase	<u>3%</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>

Building Inspector, Senior

	Entry	6 Mos	1 yr	2 yr
Current	\$37.26	\$39.14	\$41.10	\$43.12
Proposed	<u>\$38.38</u>	<u>\$40.31</u>	<u>\$42.33</u>	<u>\$44.41</u>
Increase	<u>3%</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>

Carpenter

Note: Eliminate 1.5% market adjustment. Include Carpenter in group of classifications receiving a 1.65% increase.

Combination Inspector

	Entry	6 Mos	1 yr	2 yr
Current	\$35.40	\$37.20	\$39.02	\$41.02
Proposed	<u>\$37.17</u>	<u>\$39.06</u>	<u>\$40.97</u>	<u>\$43.07</u>
Increase	<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>

Electrical Inspector

	Entry	6 Mos	1 yr	2 yr
Current	\$33.20	\$34.86	\$36.55	\$38.40
Proposed	<u>\$34.86</u>	<u>\$36.60</u>	<u>\$38.38</u>	<u>\$40.32</u>
Increase	<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>

Electrical Inspector, Senior

	Entry	6 Mos	1 yr	2 yr
Current	\$37.26	\$39.14	\$41.10	\$43.12
Proposed	<u>\$39.12</u>	<u>\$41.10</u>	<u>\$43.16</u>	<u>\$45.28</u>
Increase	<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>

Electrician

	Entry	6 Mos
Current	\$34.17	\$36.88
Proposed	<u>\$35.20</u>	<u>\$37.99</u>
Increase	<u>3%</u>	<u>3%</u>

Electrician, Lead

	Entry	6 Mos
Current	\$35.87	\$38.72
Proposed	<u>\$36.95</u>	<u>\$39.88</u>
Increase	<u>3%</u>	<u>3%</u>

Electrician, Senior

	Entry	6 Mos
Current	\$35.87	\$38.72
Proposed	<u>\$36.95</u>	<u>\$39.88</u>
Increase	<u>3%</u>	<u>3%</u>

Electrician, Supervising

	Entry	6 Mos
Current	\$37.67	\$40.66
Proposed	<u>\$38.80</u>	<u>\$41.88</u>
Increase	<u>3%</u>	<u>3%</u>

Code Specialist I

	Entry	6 Mos	1 yr	2 yr	3 yr	4 yr
Current*	\$17.11	\$18.60	\$19.80	\$20.96	\$22.11	\$22.77
Proposed	<u>\$17.62</u>	<u>\$19.16</u>	<u>\$20.39</u>	<u>\$21.59</u>	<u>\$22.77</u>	<u>\$23.45</u>
Increase	<u>3%</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>

Code Specialist II

	Entry	6 Mos	1 yr	2 yr	3 yr	4 yr
Current*	\$22.46	<u>\$24.39</u>	<u>\$25.79</u>	<u>\$27.09</u>	\$28.88	<u>\$29.74</u>
Proposed	<u>\$23.13</u>	<u>\$25.12</u>	<u>\$26.56</u>	<u>\$27.90</u>	<u>\$29.75</u>	<u>\$30.63</u>
Increase	<u>3%</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>

Code Specialist III

	Entry	6 Mos	1 yr	2 yr	3 yr	4 yr
Current*	\$24.21	\$26.31	\$27.72	\$29.17	\$30.83	<u>\$31.75</u>
Proposed	<u>\$24.94</u>	<u>\$27.10</u>	<u>\$28.55</u>	<u>\$30.05</u>	<u>\$31.75</u>	<u>\$32.70</u>
Increase	<u>3%</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>

Code Specialist, Lead

	Entry	6 Mos	1 yr	2 yr	3 yr	4 yr
Current*	\$24.21	\$26.31	\$27.72	\$29.17	\$30.83	<u>\$31.75</u>
Proposed	<u>\$24.94</u>	<u>\$27.10</u>	<u>\$28.55</u>	<u>\$30.05</u>	<u>\$31.75</u>	<u>\$32.70</u>
Increase	<u>3%</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>

Code Specialist, Trainee

	Entry
Current*	16.31
Proposed	<u>\$16.80</u>
Increase	<u>3%</u>

Facilities Maintenance Dispatch Scheduler

	Entry	6 Mos	1 yr	2 yr	3 yr	4 yr
Current*	\$22.77	<u>NEW</u>	<u>NEW</u>	<u>NEW</u>	\$28.91	<u>NEW</u>
Proposed		<u>\$25.05</u>	<u>\$26.93</u>	<u>\$28.95</u>	<u>\$31.85</u>	<u>\$35.04</u>
Increase		<u>10%</u>	<u>7.5%</u>	<u>7.5%</u>	<u>10%</u>	<u>10%</u>

*Current rate for this class already reflects 2.2% COLA effective 7/1/17; COLA was added because this class is still listed as non-rep in the comp system pending an agreement with the Union.

Housing Inspector

	Entry	6 Mos	1 yr	2 yr	3 yr
Current	\$25.27	\$27.50	\$28.87	\$30.35	\$31.99
Proposed	<u>\$26.53</u>	<u>\$28.88</u>	<u>\$30.31</u>	<u>\$31.87</u>	<u>\$33.59</u>
Increase	<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>

Industrial Painter

	Entry	6 Mos	1 yr
Current	\$27.31	\$29.66	\$30.55
Proposed	<u>\$28.64</u>	<u>\$31.13</u>	<u>\$32.07</u>
Increase	<u>5%</u>	<u>5%</u>	<u>5%</u>

Industrial Painter, Lead

	Entry	6 Mos	1 yr
Current	\$28.64	\$31.13	\$32.17
Proposed	<u>\$30.07</u>	<u>\$32.69</u>	<u>\$33.67</u>
Increase	<u>5%</u>	<u>5%</u>	<u>5%</u>

Instrument Technician

	Entry	6 Mos
Current	\$34.17	\$36.88
Proposed	<u>\$35.20</u>	<u>\$37.99</u>
Increase	<u>3%</u>	<u>3%</u>

Instrument Technician, Lead

	Entry	6 Mos
Current	\$35.87	\$38.72
Proposed	<u>\$36.95</u>	<u>\$39.88</u>
Increase	<u>3%</u>	<u>3%</u>

Laboratory Analyst I

	Entry	6 Mos	1 yr	2 yr
Current	\$22.61	\$25.87	\$27.15	\$28.56
Proposed	<u>\$23.06</u>	<u>\$26.39</u>	<u>\$27.69</u>	<u>\$29.13</u>
Increase	<u>2%</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>

Laboratory Analyst II

	Entry	6 Mos	1 yr	2 yr	3 yr
Current	\$24.28	\$27.68	\$29.06	30.53	\$32.05
Proposed	<u>\$24.77</u>	<u>\$28.23</u>	<u>\$29.64</u>	<u>31.14</u>	<u>\$32.69</u>
Increase	<u>2%</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>

Operating Engineer I

	Entry	6 Mos	1 yr
Current	\$24.83	\$26.00	<u>NEW</u>
Proposed	\$24.83	\$26.00	<u>\$27.30</u>
Increase			<u>5%</u>

Operating Engineer II

	Entry	6 Mos	1 yr	2 yr	3 yr
Current	\$25.05	\$27.23	\$28.75	\$30.51	\$32.37
Proposed	<u>\$26.30</u>	<u>\$28.59</u>	<u>\$30.19</u>	<u>\$32.04</u>	<u>\$33.99</u>
Increase	<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>

Operating Engineer III

	Entry	6 Mos	1 yr	2 yr	3 yr
Current	\$26.31	\$28.61	\$30.18	\$32.06	\$34.01
Proposed	<u>\$27.63</u>	<u>\$30.04</u>	<u>\$31.69</u>	<u>\$33.66</u>	<u>\$35.71</u>
Increase	<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>

Parking Code Enforcement Officer

	Entry	6 Mos	1 yr	2 yr	3 yr	4 yr
Current	\$20.28	\$21.93	\$23.26	\$24.47	\$25.88	\$26.64
Proposed	<u>\$22.24</u> 21.90	<u>\$24.05</u> 23.68	<u>\$25.50</u> 25.12	<u>\$26.83</u> 26.43	<u>\$28.38</u> 27.95	<u>\$29.21</u> 28.77
Increase	<u>89.65%</u>	<u>89.65%</u>	<u>89.65%</u>	<u>89.65%</u>	<u>89.65%</u>	<u>89.65%</u>

Plans Examiner, Commercial

	Entry	6 Mos	1 yr	2 yr	3 yr	4 yr
Current	\$34.74	\$36.46	\$38.28	\$40.22	<u>NEW</u>	<u>NEW</u>
Proposed	<u>\$34.74</u>	<u>\$36.46</u>	<u>\$38.28</u>	<u>\$40.22</u>	<u>\$41.43</u>	<u>\$42.67</u>
Increase					<u>3%</u>	<u>3%</u>

Plans Examiner, Residential

	Entry	6 Mos	1 yr	2 yr	3 yr
Current	\$28.58	\$30.00	\$31.50	\$33.07	<u>NEW</u>
Proposed	<u>\$30.00</u>	<u>\$31.50</u>	<u>\$33.07</u>	<u>\$34.06</u>	<u>\$35.08</u>
Increase	<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>3%</u>	<u>3%</u>

Plans Examiner, Senior

	Entry	6 Mos	1 yr	2 yr	3 yr	4 yr
Current	\$37.75	\$39.62	\$41.65	\$43.70	<u>NEW</u>	<u>NEW</u>
Proposed	<u>\$39.62</u>	<u>Remove step</u>	<u>\$41.65</u>	<u>\$43.70</u>	<u>\$45.01</u>	<u>\$46.36</u>
Increase	<u>5%</u>				<u>3%</u>	<u>3%</u>

Plumber

	Entry	6 Mos	1 yr
Current	\$30.18	\$32.83	\$33.79
Proposed	<u>\$31.69</u>	<u>\$34.47</u>	<u>\$35.48</u>
Increase	<u>5%</u>	<u>5%</u>	<u>5%</u>

Plumbing Inspector

	Entry	6 Mos	1 yr	2 yr
Current	\$33.20	\$34.86	\$36.55	\$38.40
Proposed	<u>\$34.86</u>	<u>\$36.60</u>	<u>\$38.38</u>	<u>\$40.32</u>
Increase	<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>

Plumbing Inspector, Senior

	Entry	6 Mos	1 yr	2 yr
Current	\$37.26	\$39.14	\$41.10	\$43.12
Proposed	<u>\$39.12</u>	<u>\$41.10</u>	<u>\$43.16</u>	<u>\$45.28</u>
Increase	<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>

Procurement Specialist, Assistant

	Entry	6 Mos	1 yr	2 yr	3 yr
Current	\$21.07	\$22.89	\$24.45	\$25.70	\$26.46
Proposed	<u>\$23.92</u>	<u>\$24.91</u>	<u>\$25.96</u>	<u>\$26.88</u>	<u>\$27.70</u>
Increase	<u>~13.5%</u>	<u>~9%</u>	<u>~6%</u>	<u>~4.5%</u>	<u>~4.5%</u>

Procurement Specialist

	Entry	6 Mos	1 yr	2 yr	3 yr	4 yr
Current	\$25.23	\$27.40	\$29.37	\$30.83	\$31.75	<u>NEW</u>
Proposed	<u>\$26.40</u>	<u>\$28.70</u>	<u>\$29.89</u>	<u>\$31.15</u>	<u>\$32.26</u>	<u>\$33.24</u>
Increase	<u>~4.5%</u>	<u>~4.5%</u>	<u>~1.5%</u>	<u>~1.5%</u>	<u>~1.5%</u>	<u>~3%</u>

Procurement Specialist, Senior

	Entry	6 Mos	1 yr	2 yr	3 yr	4 yr
Current	\$29.71	\$32.29	\$34.99	\$37.67	\$38.80	<u>NEW</u>
Proposed	<u>\$31.09</u>	<u>\$33.82</u>	<u>\$35.61</u>	<u>\$38.06</u>	<u>\$39.42</u>	<u>\$40.34</u>
Increase	<u>~4.5%</u>	<u>~4.5%</u>	<u>~4.5%</u>	<u>~1%</u>	<u>~1.5%</u>	<u>~2%</u>

Site Development Inspector I

	Entry	6 Mos	1 yr	2 yr
Current	\$29.03	\$30.49	\$32.00	\$33.59
Proposed	<u>\$29.90</u>	<u>\$31.40</u>	<u>\$32.96</u>	<u>\$34.60</u>
Increase	<u>3%</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>

Site Development Inspector II

	Entry	6 Mos	1 yr	2 yr
Current	\$33.20	\$34.86	\$36.55	\$38.40
Proposed	<u>\$34.01</u>	<u>\$35.91</u>	<u>\$37.64</u>	<u>\$39.55</u>
Increase	<u>3%</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>

Site Development Inspector, Senior

	Entry	6 Mos	1 yr	1 yr
Current	\$37.26	\$39.14	\$41.10	\$43.12
Proposed	<u>\$38.75</u>	<u>\$40.31</u>	<u>\$42.33</u>	<u>\$44.41</u>
Increase	<u>3%</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>

Timekeeping Specialist

	Entry	6 Mos	1 yr	2 yr	3 yr	4 yr
Current*	\$17.98	\$20.58	\$21.58	\$23.10	\$25.08	\$25.84
Proposed	<u>\$18.52</u>	<u>\$21.20</u>	<u>\$22.23</u>	<u>\$23.79</u>	<u>\$25.83</u>	<u>\$26.62</u>
Increase	<u>3%</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>

Water Operations Mechanic

	Entry	6 Mos	1 yr	2 yr
Current	\$27.61	\$30.10	\$30.56	\$31.02
Proposed	<u>\$28.99</u>	<u>\$31.61</u>	<u>\$32.09</u>	<u>\$32.57</u>
Increase	<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>

Water Treatment Operator I

	Entry	6 Mos	1 yr
Current	\$24.83	\$26.00	<u>NEW</u>
Proposed	\$24.83	\$26.00	<u>\$27.30</u>
Increase			<u>5%</u>

Water Treatment Operator II

	Entry	6 Mos	1 yr	2 yr	3 yr
Current	\$26.31	\$28.61	\$30.18	\$32.06	\$34.01
Proposed	<u>\$27.63</u>	<u>\$30.04</u>	<u>\$31.69</u>	<u>\$33.66</u>	<u>\$35.71</u>
Increase	<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>

Water Treatment Operator, Lead

	Entry	6 Mos	1 yr	2 yr	3 yr
Current	\$27.61	\$30.05	\$31.71	\$33.65	\$35.68
Proposed	<u>\$28.99</u>	<u>\$31.55</u>	<u>\$33.30</u>	<u>\$35.33</u>	<u>\$37.46</u>
Increase	<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>

Water Quality Inspector I

	Entry	6 Mos	1 yr	2 yr	3 yr
Current	\$25.05	\$27.23	\$28.75	\$30.51	\$32.37
Proposed	<u>\$26.30</u>	<u>\$28.59</u>	<u>\$30.19</u>	<u>\$32.04</u>	<u>\$33.99</u>
Increase	<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>

Water Quality Inspector II

	Entry	6 Mos	1 yr	2 yr	3 yr
Current	\$26.31	\$28.61	\$30.18	\$32.06	\$34.01
Proposed	<u>\$27.63</u>	<u>\$30.04</u>	<u>\$31.69</u>	<u>\$33.66</u>	<u>\$35.71</u>
Increase	<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>

Water Quality Inspector III

	Entry	6 Mos	1 yr	2 yr	3 yr
Current	\$27.61	\$30.05	\$31.71	\$33.65	\$35.68
Proposed	<u>\$28.99</u>	<u>\$31.55</u>	<u>\$33.30</u>	<u>\$35.33</u>	<u>\$37.46</u>
Increase	<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>

POLICE ADMINISTRATIVE CLASSIFICATIONS

Targeted wage increases for Police Administrative Support Series classifications will be effective 1/1/2016

Police Administrative Support Specialist, Trainee

	Entry	6 Mos
Current	\$15.15	\$15.58
Proposed	<u>\$15.58</u>	<u>\$16.31</u>
Increase	<u>~3%</u>	<u>~4.5%</u>

Police Administrative Support Specialist

	Entry	6 Mos	1 yr	2 yr	3 yr	4 yr
Current	\$16.73	\$19.15	\$20.08	\$21.49	\$23.33	\$24.02
Proposed	<u>\$19.15</u>	<u>\$20.08</u>	<u>\$21.49</u>	<u>\$23.33</u>	<u>\$24.02</u>	<u>\$25.97</u>
Increase	<u>14.5%</u>	<u>~4.5%</u>	<u>7%</u>	<u>8.5%</u>	<u>3%</u>	<u>~8%</u>

Police Administrative Support Specialist, Sr.

	Entry	6 Mos	1 yr	2 yr	3 yr	4 yr
Current	\$21.40	\$23.26	\$24.56	\$25.82	\$27.53	\$28.36
Proposed	<u>\$23.26</u>	<u>\$24.56</u>	<u>\$25.82</u>	<u>\$27.53</u>	<u>\$28.36</u>	<u>\$29.66</u>
Increase	<u>~8.5%</u>	<u>~5.5%</u>	<u>~5%</u>	<u>~6.5%</u>	<u>3%</u>	<u>~4.5%</u>

Police Desk Clerk

	Entry	6 Mos	1 yr	2 yr	3 yr	4 yr
Current	\$15.15	\$17.06	\$18.01	\$19.30	\$20.65	\$21.27
Proposed	<u>\$17.06</u>	<u>\$18.01</u>	<u>\$19.30</u>	<u>\$20.65</u>	<u>\$21.27</u>	<u>\$23.26</u>
Increase	<u>~13%</u>	<u>~6%</u>	<u>~7%</u>	<u>7%</u>	<u>3%</u>	<u>~9%</u>

Police Records Specialist, Trainee

	Entry	6 Mos
Current	\$15.15	\$15.58
Proposed	<u>\$15.58</u>	<u>\$16.31</u>
Increase	<u>~3%</u>	<u>~4.5%</u>

Police Records Specialist

	Entry	6 Mos	1 yr	2 yr	3 yr	4 yr
Current	\$16.73	\$19.15	\$20.08	\$21.49	\$23.33	\$24.02
Proposed	<u>\$19.15</u>	<u>\$20.08</u>	<u>\$21.49</u>	<u>\$23.33</u>	<u>\$24.02</u>	<u>\$25.97</u>
Increase	<u>14.5%</u>	<u>~4.5%</u>	<u>7%</u>	<u>8.5%</u>	<u>3%</u>	<u>~8%</u>

Police Records Training Coordinator

	Entry	6 Mos	1 yr	2 yr	3 yr	4 yr
Current	\$21.40	\$23.26	\$24.56	\$25.82	\$27.53	\$28.36
Proposed	<u>\$23.26</u>	<u>\$24.56</u>	<u>\$25.82</u>	<u>\$27.53</u>	<u>\$28.36</u>	<u>\$29.66</u>
Increase	<u>~8.5%</u>	<u>~5.5%</u>	<u>~5%</u>	<u>~6.5%</u>	<u>3%</u>	<u>~4.5%</u>

1. Effective July 1, 2017, the City shall increase the wages for employees in the above classifications by adding an additional step or by increasing existing steps as described above.
2. Effective July 1, 2017, employees who are currently at the top step of the above classifications to which new steps are being added shall be eligible for the additional step increase on their job classification anniversary date.
3. Effective July 1, 2017, employees in classifications for which steps are being increased will receive the new wage rate for the step they currently occupy.
4. For Police Administrative Support series classifications, the effective dates for the wage increases described in paragraphs ~~s 1 through~~ 3 above will be ~~July~~January 1, 2015~~6~~.

Add Chief Electrical Inspector and Chief Plumbing Inspector to Schedule A. Pay per Schedule A Premium 17.

TA: Jon W. 7/13/17
TA: Greg Hammond 7/13/17

1. Recognition

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

Work traditionally performed by classifications listed in Scheduled A shall be performed by members of the bargaining unit and shall only be employees outside of the bargaining unit on an incidental and insubstantial basis. The City agrees to recognize and honor the jurisdiction of the affiliated unions when assigning work to employees.

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, Residential Plans Examiners, Commercial Plans Examiners, Utility Worker Apprentices and Water Operations Mechanic Apprentices shall be nine (9) months from the date of hire. Utility Worker Apprentices and Water Operations Mechanic Apprentices will not serve a Promotional Probationary Period at the completions of their apprenticeship. 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.

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.

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

Intent: It's the Union's position that agreeing to withdraw our proposal for Article 1.1 does not change the status quo pertaining to bargaining unit work being performed by bargaining unit members.

- 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.

- 1.1.4 ~~**Emergency Employment Employee.** Any employee employed full-time through an emergency public employment program in a job classification in Schedule A. The tenure for an Emergency Employment employee will be no longer than the period for which their employment is funded. Emergency Employment employees shall have seniority only within their own group during their limited term of employment.~~

- 1.1.54 ~~**Seasonal Employee.** Seasonal Casual employees Employees as defined herein shall be excluded from the bargaining unit covered by this Agreement. A seasonal Casual employee Employee shall be defined as an employee who is employed for a limited duration of up to 860 hours in a calendar year.~~

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

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

1.1.6.1.1 ~~Temporary Employee Limited Duration Employee. Temporary Employee.~~ Any employee employed in a full-time budgeted position in a classification contained in Schedule A without permanent status with the City. Recognition under this section shall not detract from any rights or benefits already pertaining to the employee, by virtue of their permanent status in some other classification with the City. Contract rights for ~~Temporary temporary Limited Duration employees Employees~~ are as provided in Schedule "B".

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

1.2 **Rehired Retirees.** ~~The number of hours paid by a PERS covered employer to a PERS Tier One/Two retiree is determined by state law and currently 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 is determined by state law and currently may not total 600 hours or more 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. However, rehired retirees will be subject to the limitations and Pprovisions of HR Administrative Rule 3.06 shall apply. Rehired Retirees are at all times "At-Will" employees and- Tthe only Articles in the Collective Bargaining Agreement that shall apply to rehired retirees shall beare 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.~~

Any retiring employee in good standing who provides the Bureau sixty (60) or more days' notice of their intent to retire shall be offered the opportunity to work as a Rehired Retiree for a period of at least thirty (30) forty-five (45) days commencing immediately after their official retirement date. This opportunity shall not apply to any employee who retires under a Voluntary Retirement Incentive Program. "Good standing" shall be defined as an employee who has no documented discipline in the two (2) years prior to the date of retirement.

The City and 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.

1.3 Prior to any merger or consolidation of any division, bureau or department by the City with any government agency, the City shall notify and consult with the Unions affected. Such notification will be given at least thirty (30) days prior to the merger or consolidation or, in the event that thirty (30) days' advance notice is not available, at such time as the City has knowledge of the impending merger or consolidation.

1.1.3 **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.

12. Seniority

In the matter of selections of jobs or opportunities to work on new jobs, processes or job locations and the selection of work shifts and vacation periods within a given classification, within a bureau, department or division thereof, the City shall prefer those employees who have permanent Civil Service status with the greatest length of service with the City within a given classification subject to the following conditions. In calculating an employee's permanent work unit seniority, it shall be the employee's total uninterrupted time in such unit, including the time spent in unsuccessful probation in another unit. For Permanent Part-Time Employees, work unit seniority will be calculated as described in section 1.1.3 of this agreement.

Intent: Remove duplicative language.

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

Intent: To clarify work unit seniority for permanent part-time employees.

TA: Jon [Signature] 8/3/17 COP

TA: [Signature] 8/3/17 DCTU

TA: _____ DCTU

6 **7. Work Schedules and Workweeks**

7 7.1 Forty (40) hours shall constitute a workweek, eight (8) hours per day, five (5)
8 consecutive days per week. The five (5) consecutive days mentioned herein shall have
9 the same starting and quitting times unless inclement weather conditions dictate
10 otherwise, or by mutual agreement.

11
12 In the event the starting or quitting time of any existing schedule is changed, the
13 Unions will be advised. Notice of change in shift starting times or days off will be
14 given prior to the end of the employee's workweek before the workweek in which the
15 change becomes effective and such change will be effective for not less than one
16 week.

17
18 The basic workweek for non-shift employees shall normally be Monday through
19 Friday. However, it is recognized that City services and operations may require
20 schedules other than Monday through Friday. The City will not utilize such other
21 schedules unnecessarily, and such other schedules may be made subject to the
22 grievance procedure should the Unions consider any such schedule as not required by
23 the reasonable needs of City operations.

24
25 In the event any employee's workdays are changed so that the employee does not have
26 two consecutive days off between schedules, the first day of the changed weekly
27 schedule shall be paid for at time and one-half.

28
29 7.1.1 Notwithstanding the workweek set forth in 7.1 above, the City and the Union(s)
30 involved may, by mutual agreement, initiate a workweek consisting of four (4)
31 consecutive ten (10) hour days with three (3) consecutive days off. To address
32 specific needs of the Bureau or employee, the parties may agree to a schedule with
33 two consecutive days off and one non-consecutive day off. Overtime will be paid in
34 accordance with Article 9 of this Agreement.

35
36 7.1.2 It is further agreed, the City and the Union(s) involved may by mutual agreement,
37 initiate an altered bi-weekly work schedule consisting of four (4) consecutive nine (9)
38 hour days, with three (3) consecutive days off and five (5) consecutive work days
39 consisting of four (4) consecutive nine (9) hour days, and one (1) eight (8) hour day
40 with two (2) days off. To address specific needs of the Bureau or employee, the
41 parties may agree to a schedule with two consecutive days off and one non-
42 consecutive day off. Overtime rates will be paid in accordance with Article 9 of this
43 Agreement.

44
45 7.1.3 The City and the Union(s) involved agree that either party may terminate a schedule
46 created under 7.1.1 or 7.1.2 at any time for any reason upon thirty (30) days written
47 notice to the other party. The employee(s) will then revert to a shift schedule
48 established by the bureau under Article 7.1.

1
2 It is agreed that for FLSA purposes, the City may designate a regular workweek for
3 employees that is different than the City's payroll period. Once such a workweek is
4 established for a group of employees, it shall remain fixed, unless changed for
5 legitimate business reasons.
6

7 For example: The workweek for the bi-weekly work schedule described in Article
8 7.1.2 consisting of four (4) consecutive nine (9) hour days, with three (3) consecutive
9 days off and five (5) consecutive work days consisting of four (4) consecutive nine (9)
10 hour days, and one (1) eight (8) hour day with two (2) days-off would cut the eight
11 hour day in half, so that four hours go into each workweek for a total of 40 per week.
12

13 7.2 Employees working a second or third shift shall receive a shift differential in
14 accordance with the provisions of Article 8.
15

16 7.3 Except in case of emergency, all employees' work schedules shall provide for a fifteen
17 (15) minute rest period during each one-half (1/2) shift. Rest periods shall be
18 scheduled at the middle of each one-half (1/2) shift whenever feasible.
19

20 7.4 **Emergency Work Scheduling.** Changes of an employee's scheduled working hours
21 (i.e., shift) which do not affect the employee's working days and days off can be made
22 by the City without the notice required under sub-section 7.1 of this Article, in case of
23 an emergency situation; provided, however, that the first shift on the new schedule
24 shall be paid at the overtime rate. Such change may remain in effect during the
25 duration of the emergency.
26

27 ~~The e~~Employees shall maintain his/~~her~~their right to his/~~her~~their regular shift and may
28 be transferred to his/~~her~~their normal shift at the end of the emergency without
29 penalty, provided s/~~he~~they have at least an eight (8) hour rest period. If the rest
30 period is not provided, then the City shall pay the employee the overtime rate for the
31 first shift of his/~~her~~their regular schedule.
32

33 7.4.1 Emergency shall be defined as a situation beyond the control of the City for which the
34 City could not pre-plan. Emergencies shall not include those day-to-day situations
35 which require immediate action which have been normally performed by bargaining
36 unit employees.

37
38 Any disagreement between the City and the Union on what constitutes an emergency
39 shall be taken up at Level Two (Article 35.3.5) of the grievance procedure.
40
41

7/20/17

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~~ the condition will require more than two (2) days sick leave usage, ~~s/hethe employee~~ will inform ~~his/her~~their supervisor of the approximate time of return.

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

Prior to taking any disciplinary action concerning excessive 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. If the employee does not correct their behavior the City may proceed with progressive discipline.

The City may discipline an employee for misuse of sick leave.




~~Any one or a combination of the following criteria may indicate a pattern of sick leave abuse:~~

- ~~1. Under 100 hours balance with more than two years of service.~~
- ~~2. 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.~~

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

- ~~1. Long term non-occupational illnesses.~~
- ~~2. Non-service connected injuries.~~

DCTU Proposal to COP
03/30/17

TA:  COP 5/18/17
TA:  DCTU
TA:  5/18/17 DCTU

City Counterproposal to DCTU
05/18/2017

19. Family and Medical Leave

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

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

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

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

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

19.4 City Paid Parental Leave. Per HRAR 6.05 Employees covered by this agreement may be eligible for paid parental leave, for up to a maximum of one continuous period not to exceed 6 weeks in a calendar year after 180 consecutive calendar days of employment. The Director of Human Resources may make an exception and allow additional paid parental leave if two qualifying events occur in the same calendar year. 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). If

~~an employee qualifies for FMLA, OFLA leaves, and/or parental leave under a collective bargaining agreement, City Paid Parental Leave under this rule must run concurrently with said leaves and must be used during the approved FMLA and/or OFLA parental leave. The employee's pay while on City Paid Parental Leave shall be their regular rate of pay. No employee may be absent on City Paid Parental Leave for more than 6 calendar weeks, regardless of work schedule or assignment. No employee may receive more pay while on City Paid Parental Leave than they would have received if working. City Paid Parental Leave does not carry over to the next calendar year nor will it be paid out in cash if not used.~~

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

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

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

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

DCTU Proposal to COP
City Counterproposal to DCTU
03/16/17
04/27/2017-
05/11/17

TA: Jon Uth 5/11/17 COP
TA: [Signature] DCTU
TA: [Signature] DCTU

27. Wage Scales

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

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

27.2 **City Initiated Classification Changes.** Before ~~requesting the reclassifying~~ creation of any DCTU represented position, proposing a new classification in a DCTU represented series, or abolishing any DCTU represented classification, the Human Resources Director, or designee, shall notify the Unions affected by the proposed reclassification, creation or abolition, and, discuss the effect thereof.

27.2.1 If the City reclassifies any represented bargaining unit position(s), and there is a disagreement over whether the new classification remains in the bargaining unit or over representation of the new classification, the parties will meet, ~~within five (5) working days~~, within 14 calendar days to attempt to resolve the matter by mutual agreement, prior to resorting to the procedures of ORS 243.650 to ORS 243.782. Any remaining disputes shall be subject to the grievance procedure.

27.3 Reclassification Changes

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

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

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

27.5 Wage Rates for New Classifications

27.5.1 When any classification not listed in Schedule A 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.

TA: _____
TA: _____
TA: _____

30.2 For the period of July 1, 2017 to June 30, 2018 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 reimbursed, upon proof of purchase, up to \$150.00 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. 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 for safety shoes under this Article after 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.

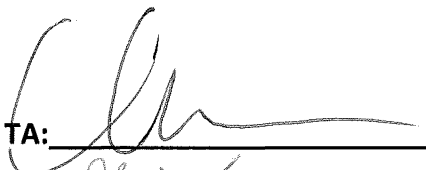
Beginning July 1, 2018 Any employee with ninety (90) days of service or more, working in a position where the City now furnishes rain gear or safety shoes, shall be ~~paid~~ reimbursed, upon proof of purchase, up to ~~\$1250.00~~ per fiscal year annually for the purchase of hearing protection, prescription 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

~~DCTU Proposal to COP~~
~~03/30/17~~

TA:  COP 5/18/17

City Counterproposal to DCTU
05/18/2017

TA:  DCTU
TA:  5/18/17 DCTU

34. Discipline and Discharge

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

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

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

34.1.3 Additionally, Police Bureau employees are provided with following: Prior to being interviewed regarding an Internal Affairs investigation for any reason which could lead to disciplinary action, an employee shall be afforded an opportunity and facilities to contact and, consult privately with an attorney of his choosing and/or a representative of the Union.

July 1, 1980 _____ Police

LETTER OF UNDERSTANDING
~~AFSCME, Local 189 and the City of Portland~~

In addition to the provisions set forth in Article 34 of the current working agreement, the Police Bureau employees are provided with the following:

~~Prior to being interviewed regarding an Internal Affairs investigation for any reason which could lead to disciplinary action, an employee shall be afforded an opportunity and facilities to contact and, consult privately with an attorney of his choosing and/or a representative of the Union.~~

Intent: Move language from LOA to body of CBA.