

Exhibit A

1. Recognition

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- 1.1.1 **Probationary Period:** For the purpose of this labor agreement, probation is defined as a ~~180-day~~ six (6) month period from the date of hire, excluding any period of time off exceeding one (1) week in duration. For example, an employee hired on January 7 would complete his or her probationary period at the end of his or her shift on July 7. Notwithstanding the above, the probationary period for Police Records Specialist Trainee and Police Identification Technician Trainee shall be ~~270 days~~ nine (9) months from the date of hire. The probationary period may be extended for a period not to exceed ~~ninety (90) days~~ three (3) months by mutual agreement between the City, the Union and the affected employee.

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- 1.1.1.2 All employees upon hire will receive an offer letter specifying the official start date and end date of their probation. ~~during~~ During their probationary period employees will be given a minimum of three written evaluations with a copy to the employee and the Union at appropriate intervals 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.

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- 1.1.3 **Permanent Part-Time Employee:** Any employee whose employment is for less than full-time in a job classification contained in Schedule A. Permanent part-time employees will be hired from the Civil Service register and will be given the first opportunity according to their standing on such register to become permanent employees. The probationary period of permanent part-time employees will be ~~one hundred forty (140) working days~~ 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 ~~Welfare~~ 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 ~~Welfare~~ Life Insurance coverage as provided in section ~~16.2.2~~ 17.2.2.

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

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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.

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6. Job Security and Outside Contracting

- 6.1 Any work which is performed by bargaining unit employees shall not be contracted out until the City indicates that the contracting out will result in reduced costs. This does not restrict the City from contracting out work previously contracted.

When contracting of work is being considered, the City shall withhold taking such action to provide the Union a reasonable opportunity for discussion of the matter, including alternate methods of performing the work. The City will provide all available cost comparison data to the Union(s) concerned based on uniform specifications. However, except for union contractors, available cost comparisons must include wage, health, welfare and pension costs comparable to those contained in this Agreement. The foregoing cost comparisons shall not apply to existing contracts and practices including those that may be renewed. **In addition to cost, other criteria appropriate for consideration are efficiencies, liability, and risk.**

6.1.1 The following work shall be excluded from the requirements of Paragraph 6.1:

6.1.1.1 Statutory Requirement: Work that is required to be contracted out by federal or state statute.

6.1.1.2 Capital Improvement Projects: Work that is funded with CIP funds, warranted upon completion, or awarded through Guaranteed Maximum Price.

6.1.1.3 Warranted or Acknowledged Product Defect: Work provided by the vendor or manufacturer at no additional cost.

6.1.1.4 Proprietary: Work required to be performed by the vendor or manufacturer due to the proprietary nature of the product involved.

6.1.1.5 Emergency: Work required by circumstances beyond the control of the City for which the City could not pre-plan.

6.1.1.6 Urgent: Work that is extremely time sensitive and requires immediate response, which existing staffing level is unable to respond to without substantial disruption of workload assignment.

6.1.1.7 Limited: Work that requires no bidding under City Code (less than \$5,000 per job).

6.1.1.8 Peak Load: Work during peak load, which existing staffing level is unable to cover without substantial disruption of workload assignment.

6.1.1.9 Extreme Risk: Work that is subject to extraordinary risk, which the City has historically contracted out.

6.1.2 Work under 6.1.1. shall only be excluded from Paragraph 6.1 if the Union is provided notice as follows:

6.1.2.1 Prior Notice - Statutory Requirement, Capital Improvement Projects, Warranted or Acknowledged Product Defect, and Proprietary. Notice shall be provided and

reasonable opportunity for discussion provided not less than then (10) days beginning the date of receipt of written notice by the Union. Such written notice shall contain the documentation available.

6.1.2.2 Notice After-The-Fact - Emergency, Urgent, Limited, Peak Load, Extreme Risk:
Notice shall be provided and opportunity for discussion concerning future contracting of the work at least quarterly.

6.1.13 When computation of cost is required, ~~If~~ For the purposes of calculating cost comparison data contained in Article 6, Health, Welfare and Pension shall include the following:
1. Medical Program
2. Dental Program
3. Vision Program
4. Life Insurance
5. PERS

The use of the word union refers to AFL-CIO affiliates, Teamsters, or other well recognized international labor organizations.

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~~6.2 Except in case of emergencies, a "reasonable opportunity" for Union discussion shall mean a period of not less than ten (10) working days beginning the date of receipt of certified written notice by the Union. Such written notice shall contain the documentation available.~~

~~6.3 Emergencies shall be defined as situations beyond the control of the City for which the City could not pre-plan.~~

6.3.12 Emergencies ~~Emergency and Urgent~~ shall not include those day-to-day situations which require immediate action which have been normally performed by bargaining unit employees, unless bargaining unit employees are not available to perform emergency work in an efficient and timely manner.

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7. Standard Day Shift Hours

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- 7.1.1 Notwithstanding the workweek set forth in 7.1 above, the City and the Union(s) involved may, by mutual agreement, initiate a workweek consisting of four (4) consecutive ten (10) hour days with three (3) consecutive days off. Overtime rates will be paid for all hours over ten (10) hours worked in any one day, for any work performed on the employee's three (3) scheduled days off, and holidays in accordance with Article 9 of this Agreement.
- 7.1.2 It is further agreed, the City and the Union(s) involved may by mutual agreement, initiate an altered bi-weekly work schedule consisting of four (4) consecutive nine (9) hour days, with three (3) consecutive days off and five (5) consecutive work days consisting of four (4) consecutive nine (9) hour days, and one (1) eight (8) hour day with two (2) days off. Overtime rates will be paid for all hours worked beyond the employee's regular scheduled work days in the altered bi-weekly work schedule and for any work performed on the employee's scheduled days off and on holidays in accordance with Article 9 of this Agreement.
- 7.1.3 The City and the Union(s) involved agree that either party may terminate a schedule created under 7.1.1 or 7.1.2 at any time for any reason upon thirty (30) days written notice to the other party. The employee(s) will then revert to a shift schedule established by the bureau under Article 7.1.

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

For example: The workweek for the bi-weekly work schedule described in Article 7.1.2 consisting of four (4) consecutive nine (9) hour days, with three (3) consecutive days off and five (5) consecutive work days consisting of four (4) consecutive nine (9) hour days, and one (1) eight (8) hour day with two (2) days off would cut the eight hour day in half, so that four hours go into each workweek for a total of 40 per week. [Moved from Article 9.8.]

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8. Shifts

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- 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, 1996	Eff. July 1, 1997
Second/Swing	\$.84	\$.84
Third/Graveyard	\$1.13	\$1.16
Relief	\$1.13	\$1.16

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- 8.7 **Lunch Periods.** Lunch Periods shall be scheduled by the City, and will allow the employee either thirty (30) minutes or one (1) hour time off without pay to eat lunch. The current length of lunch periods may be extended or reduced by mutual agreement between the City and the Unions. However, where the City now allows thirty (30) minutes off, the City will continue to do so for the life of this Agreement; and where the City now allows one (1) hour off, the City will continue to do so for the life of this Agreement.

No employee shall be required to begin his/her lunch period sooner than one (1) hour before nor later than one (1) hour after the middle of the employee's scheduled shift. In the event it is not possible to begin a lunch period during such two (2) hour period, the employee shall receive time and one half (1-1/2) for the employee's lunch period and shall also be allowed a reasonable opportunity to eat his/her lunch on the City's time. Lunch periods other than those listed above may be arranged by mutual agreement between the City and the Union. [Moved from Article 9.5.]

Notwithstanding the above, when disparate lunch periods exist in the same unit, the parties shall meet upon the request of either party to seek a mutually agreeable uniform length lunch period for that unit. If the parties are unable to arrive at agreement, the City may implement its last proposal. The Unions may grieve that the implemented lunch period does not meet the reasonable needs of City operations.

Where needs of multiple shift operations dictate that employees remain on the work site and be on call for duty during their lunch period, the employees will be provided a twenty (20) minute lunch period on the City's time.

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9. Overtime

9.1 **Overtime Rate:** Overtime shall be paid at the rate of one and one-half (1-1/2) times an employee's established hourly rate as set forth in Schedule A. Overtime rates shall apply to work performed by an employee outside of or in excess of his or her established shift hours.

Notwithstanding the above, the following applies during a FLSA workweek in which an employee uses a full shift of non-protected sick leave, or a full shift of other leaves in lieu of sick leave:

1. If overtime is worked with less than 24 hours notice from the initial notification, overtime will be paid at the regular overtime rate.
2. If overtime is worked with more than 24 hours notice from the initial notification, overtime will be paid as straight time until s/he has worked 40 hours in the FLSA workweek.
3. The employee will be eligible for the overtime rate for all hours worked after s/he has worked 40 hours within the FLSA workweek.

For the purpose of this article, officially recognized holidays for which the employee is paid, vacation and compensatory leaves and protected sick leave will be counted as time worked.

Overtime at the rate of one and one-half (1-1/2) times an employee's established hourly rate as set forth in Schedule A shall be paid for all work performed outside of or in excess of an employee's established shift hours except as stated in section 8.2, and on the employee's sixth and seventh day of work in any week and on holidays other than those falling on Saturday, except where this language conflicts with the provisions of Article 14. Shift premiums will be included in overtime computations as required by Federal Law.

9.2 **Overtime Equalization:** Overtime work shall be offered equally among employees within the same job classification within each work unit, provided the employee is available and qualified to perform the work required.

It is further provided that the City shall schedule known weekend overtime by the end of the fourth (4th) day of an employee's workweek. Except where conditions beyond the City's control require the cancellation of scheduled weekend overtime, scheduled weekend overtime shall be canceled prior to the end of the fifth (5th) day of an employee's workweek. Notification and cancellation times for scheduled overtime will be adjusted appropriately for employees working an alternate schedule.

9.2.1 A record of overtime hours worked or offered to each employee shall be maintained in each work unit for each month and available upon request. In work units consisting of five (5) or more employees within the same classification, such information shall be posted. The equalization of overtime shall be reviewed no less than each three (3) month period starting July 1, of any year. For the purpose of equalization, overtime offered shall be counted the same as overtime worked. By mutual agreement the City and Union may meet to discuss perceived systematic inequities that may be occurring.

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Remedy. An employee who believes that s/he has not received a fair share of available overtime **offers** has an assertive duty to address the matter with his/her immediate supervisor and union representative for the purposes of review and consideration. Corrective action will be taken through future assignments of overtime if a bona fide inequity exists in the employee's opportunity to receive a fair share of the overtime **offers** available in the employee's work unit.

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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.

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. Any compensatory time remaining at the end of the fiscal year will be paid in cash or, by mutual agreement, may be carried over into the next fiscal year.

The employee has the responsibility to initiate the carry over request.

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.

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- 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.**

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- 9.5 No employee shall be required to begin his/her lunch period sooner than one (1) hour before nor later than one (1) hour after the middle of the employee's scheduled shift. In the event it is not possible to begin a lunch period during such two (2) hour period, the employee shall receive time and one half (1-1/2) for the employee's lunch period and shall also be allowed a reasonable opportunity to eat his/her lunch on the City's time. Lunch periods other than those listed above may be arranged by mutual agreement between the City and the Union. [Moved to Article 8.7.]

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

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For example: The workweek for the bi-weekly work schedule described in Article 7.1.2 consisting of four (4) consecutive nine (9) hour days, with three (3) consecutive days off and five (5) consecutive work days consisting of four (4) consecutive nine (9) hour days, and one (1) eight (8) hour day with two (2) days off would cut the eight hour day in half, so that four hours go into each workweek for a total of 40 per week. [Moved to Article 7.1.3.]

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10. Reporting Pay and Minimum Pay

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- 10.2 Any employee called to return to work before the employee's next work shift, and such call is after the employee has left the City's premises at the end of his/her last shift, shall be paid for a minimum of three (3) hours at the rate of one and one-half (1-1/2) times his/her regular rate. The "return to work" will commence at the time the employee receives the call and agrees to return to work. The "return to work" shall end when the employee leaves the last designated reporting location at the conclusion of the work.

- 10.2.1 If an employee is called back to work, either under a call to return to work, a stand-by agreement or otherwise, and works less than three (3) hours and is called out again within the three (3) hours, s/he will not receive a second minimum. If an employee is subsequently called back to work after the initial (3) three hours has elapsed, s/he would then be eligible for an additional (3) three hour minimum.

- 10.2.2 However, when any employee is required to work in excess of eight (8) hours in any workday, and the excess time is adjacent to the employee's regular work schedule, the employee will be paid time and one-half (1-1/2) only for the time worked in excess of eight (8) hours. An employee who has been asked to work overtime at the end of his/her shift shall receive overtime pay but not call back pay.

- 10.2.3 When the employee is called back and is required to work eight (8) or more consecutive hours outside of his or her normal working shift, the employee shall be paid a shift differential that corresponds with the time of the call to return to work.

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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 (2) hours pay at the straight time rate for each eight (8) 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 call out duty during non-working time, with a City supplied beeper 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.

- 10.5 If an employee is called back on an emergency during ice or snow conditions, his/her overtime will commence at the time s/he receives the call ~~leaves home~~, with a maximum of one (1) hour's travel time permitted. The end of the call back shall be when the employee leaves the designated reporting location at the end of the call back.

- 10.6 Employees are authorized special mileage allowances under the following conditions: All mileage allowances must be pre-authorized. When such employees use their own transportation to report directly to a work site other than their normal reporting place, they will file a mileage pay request for any miles that are in excess from their current home address to their normal reporting place. Mileage payments will be at the applicable IRS rate for using personal vehicles on City business. Payment will be made for the excess

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distance both going to work and returning home. Employees will be obliged **are required** to keep their supervisors advised of their current home address and number of miles from their home to their regular reporting place.

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~~10.8~~ Where the employee cannot arrange alternative schedules with the Bureau of Human Resources, the employee will be allowed to take Civil Service examinations without loss of regular pay for the duration of the time spent in the examination. [Moved to Article 20.2.4.]

11. Working Out of Classification

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- 11.3.1 If assigned **upgraded** in a workday to a higher classification, an employee will receive the rate applicable to such **the** higher classification for a minimum of **one (1) hour. If upgraded longer than one (1) hour, the employee will receive** four (4) hours; eight (8) hours if assigned to such higher classification over four (4) hours in the workday. **If the employee works an alternate schedule, and performs the upgraded work all hours of the day, he/she will receive the higher rate of pay for all hours worked.**

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- ~~11.5 Promotions: The City agrees that permanent or probationary employees within a bureau shall have an opportunity for a final interview for promotions within that bureau, subject to qualifications through proper Bureau of Human Resources procedures. When two or more such employees are certified, any appointment from the regular certification of eligibles shall be made from among these employees. [Moved to Article 13.]~~

12. Seniority

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~~12.2~~ ~~Vacation Scheduling.~~ Vacation selections shall be by classification on the basis of seniority within the bureau and division thereof in which they are employed. [Moved to Article 16.7.]

~~12.2.1~~ ~~12.2.1~~ Each employee will be entitled to exercise his/her seniority for only one vacation period selection each calendar year. [Moved to Article 16.8.]

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~~12.3.8~~ ~~12.3.8~~ Employees may request a lateral transfer to another Bureau by notifying the Bureau of Human Resources of their desires. [Moved to Article 12.4.2.]

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~~12.4.2~~ ~~12.4.2~~ **Lateral Transfers.** Employees may request a lateral transfer to another Bureau by notifying the Bureau of Human Resources of their desires. [Moved from Article 12.3.8.] Lateral transfers to vacant, budgeted positions, within or between bureaus within a classification at the request of the employee will be limited to one (1) per year. However, in the event that an employee does not pass the evaluation period provided for in Article 12.4.1 of this Agreement, the one (1) year limit on lateral transfers shall be waived.

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~~12.5.1~~ ~~12.5.1~~ Any employee who is promoted and fails to qualify for the new position shall have the right to be returned to his/her former classification and department based on seniority with all the rights and conditions of employment s/he had in his/her former classification. [Moved to Article 13.]

~~12.5.2~~ Within ninety (90) days of promotion, any employee may elect to return to his/her former classification and bureau with no loss of rights and conditions of employment; provided, however, a vacancy exists in the employee's former classification and bureau within six (6) months of the promotion. [Moved to Article 13.]

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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 Promotions: The City agrees that permanent or probationary employees within a bureau shall have an opportunity for a final interview for promotions within that bureau, subject to qualifications through proper Bureau of Human Resources procedures. [Moved from Article 11.5.] "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. [Based on Article 12.3.1.]

13.2.1 When two or more such employees are certified, any appointment from the regular certification certificate of eligibles shall be made from among these employees. [Moved from Article 11.5.]

13.3 Promotional Probationary Period: For the purpose of this labor agreement, probation for promotion is defined as a six (6) month period from date of hire into the job classification, excluding any period of time off exceeding one (1) week in duration. Notwithstanding the above, the promotional probationary period for Police Records Specialist Trainee and Police Identification Technician Trainee shall be nine (9) months from the date of hire into the job classification. The promotional 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. [Based on 1.1.1.]

13.3.1 All employees upon hire promotion will receive an offer letter specifying the official start date and end date of their probation. During their promotional probationary period, employees will be given a minimum of three (3) written evaluations with a copy to the employee and to the Union at approximately one (1) month, mid-term, and one (1) month prior to the end of promotional probation. Nothing in this section shall limit management's right to terminate the promotional probationary period. [Based on 1.1.1.2.]

13.4 Any employee who is promoted and fails to qualify for the new position shall have the right to be returned to his/her former classification and department bureau based on seniority with all the rights and conditions of employment s/he had in his/her former classification. [Moved from Article 12.5.1.]

13.5 Within ninety (90) days three (3) months of promotion, any employee may elect to return to his/her former classification and bureau with no loss of rights and conditions of employment; provided, however, a vacancy exists in the employee's former classification and bureau within six (6) months of the promotion. [Moved from Article 12.5.2.]

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~~13.14.~~ Layoff/Recall

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~~13.1~~ **14.1 Seniority within Classification.** Seniority for purposes of layoff and recall shall be determined as the length of continuous service, from the date of permanent appointment to the classification listed in Schedule A. An employee will not lose classification seniority in previously held classifications as a result of accepting permanent or temporary appointment to another classification.

Continuous service shall be broken and accrued seniority canceled, by resignation, dismissal, retirement, or voluntary demotion, or movement to a classification not listed in Schedule A, except as otherwise provided in the Personnel Rules. However, seniority shall continue to accrue during layoff, disability retirement and approved leaves of absence.

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~~13.5.3~~ **14.5.3** Employees shall be placed on a layoff recall list for the classification from which layoff occurred, for a period equal to the length of their total City seniority, or until recall to the classification from which layoff occurred, but in no event less than three years or more than five years, or removal as defined in ~~13.5.6~~ **14.5.6** below, whichever occurs earlier.

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14.15. Holidays

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~~14.1.1~~ **15.1.1** New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and every day appointed by the President or the Governor of the State of Oregon as a universal holiday for all citizens.

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15.1.3 When a holiday is observed on an employee's regularly scheduled solitary day off, s/he will be permitted to defer the holiday with pay until a later date as described in section 15.2 below.

When a holiday falls on an employee's first regularly scheduled day off, the day before the holiday shall be considered the holiday and paid as such. If the holiday falls on his/her second or more contiguous days off, the first scheduled work day following the holiday shall be considered the holiday and paid as such.

15.1.4 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, and Independence Day (the Fourth of July) on July 4. ~~It is further provided whenever a holiday falls on an employee's regular scheduled day off, i.e., if the holiday falls on his/her first day off, the day before such holiday shall be considered as a holiday and paid for as such. If the holiday falls on his/her last regular scheduled day off, then the following day shall be considered as a holiday and paid for as such.~~

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~~14.2~~ **15.2** **Holiday Pay.** Eligible employees shall receive eight (8) hours 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) 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.**

~~14.2.1~~ For an employee who is on the altered bi-weekly work schedule described in Article 7.1.2 of this contract, the first holiday in a pay period which the employee receives under Article 14.1.1, excluding personal holidays, will be considered to be the one eight (8) hour day in his/her bi-weekly schedule.

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~~These employees may elect, in writing before the holiday, to use either earned compensatory time or leave without pay instead of vacation for the difference between the eight hours holiday pay they receive under this Article and their regular shift hours.~~

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~~14.2.5~~ **15.2.4** If a holiday is observed during an employee's vacation period, ~~s/he may have his/her vacation lengthened (either before or after) for one (1) day with pay or s/he may choose a deferred holiday with pay~~ the employee shall be paid for such holiday and it shall not count against the employee's accumulated vacation leave.

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~~15.~~ 16. Vacations

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16.7 Vacation Scheduling. Vacation selections shall be by classification on the basis of seniority within the bureau and division thereof in which they are employed.
[Moved from Article 12.2.]

16.8 Each employee will be entitled to exercise his/her seniority for only one (1) vacation period selection each calendar year. [Moved from Article 12.2.1.]

16.9 A bureau and the appropriate union representative(s) may mutually agree to implement an alternative method of approving vacations. The agreement can cover a work unit, a classification, or an entire bureau. Any such agreement will be made in writing and will be copied to the DCTU and the Bureau of Human Resources Director prior to implementation.

16.10 The bureau and the union representative(s) involved agree that either party may terminate a schedule created under 16.9 at any time for any reason upon thirty (30) days written notice to the other party. The bureau will then revert to vacation selections established by the bureau under 16.7 and 16.8.

16.11 The deadline for management to respond to vacation bidding and ad-hoc requests will be two (2) weeks for annual bidding from the end of the bidding process and three (3) working days for ad-hoc vacation requests.

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~~16.17.~~ Health and Life Insurance

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~~16.3.1~~ 17.3.1 Effective July 1, 2006 ~~2010~~ through June 30, 2010, 2013, 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 ~~16.2.2~~ 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.

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~~16.7~~ Deferred Compensation

~~The City shall allow employees under this contract to participate in the Deferred Compensation Program that is currently available to employees. However, if the program is determined not to be allowable as a tax deferral under the Internal Revenue Code, the participating employee shall hold the City and the union harmless against any and all claims, demands, or other forms of liability arising as a result of any invalidation of the terms and conditions of the Program. [Moved to Article 27.7.]~~

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17.18. Sick Leave

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- 17.1.1** ~~Pregnancy shall be considered an illness for the purposes of this Article. If during the first seven (7) months of pregnancy, a pregnant employee presents supporting medical evidence, the City on request will attempt to make reasonable accommodation regarding available work within the employee's classification for a period not to exceed sixty (60) days. [Moved to Article 22.16.]~~

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18. 19. Family and Medical Leave

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18.5 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.**

Exhibit A

~~19.~~ 20. Leaves of Absence~~19.1~~ 20.1 Funeral and Bereavement Leave:

~~19.1.1~~ 20.1.1 An employee absent from duty by reason of the death of his or her spouse, domestic partner, parents, children, sisters, brothers, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents-in-law, step-children, step-brothers, step-sisters, step-parents, step-grandchildren, step-grandparents and the equivalent relatives of an employee with a domestic partner, shall be allowed no more than three (3) days' time off duty without deduction of pay on account of such absence. For the purpose of 20.1 and its subsections, a day is equal to the employee's regularly scheduled work shift.

* * *

20.2.4 Civil Service Board. Where the employee cannot arrange alternative schedules with the Bureau of Human Resources, the employee will be allowed to take Civil Service examinations without loss of regular pay for the duration of the time spent in the examination. [Moved from Article 10.8]

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Exhibit A

~~21.22.~~ 22. Safety - Sanitation

* * *

~~21.2~~ 22.2 **Safety Committees.** The parties will encourage their members to work in a safe manner, will support efforts to change unsafe work habits of employees and recognize that disciplinary action may be imposed for just cause in matters involving violations of safety rules and procedures. To that end safety committees shall be established within the various operations of the City. Each committee shall be composed of five (5) representatives, two (2) representatives designated by the City, two (2) by the Unions, and a fifth picked by the four (4) representatives. The committee shall assist, make recommendations to and cooperate with a safety representative of the City, who shall be an ex-officio member of such committee. The employees designated for this committee shall be employees who have knowledge of practices of the operations and who have worked for the City a minimum of one (1) year. The functions of such committee shall be advisory only. Committees in the City's maintenance and field operations work units shall meet once a month with minutes of meeting prepared by management and a copy thereof furnished to the Unions. Other committees shall meet as necessary. Committee members shall serve a term of one (1) year or until replaced, but may not serve more than ~~two (2)~~ five (5) consecutive years.

* * *

22.14.6 **Loss of CDL Medical Certification: The following sub-articles are intended to apply to temporary disqualification of CDL holders due to the temporary loss or lapse of medical certification caused by a medical condition that is difficult to regulate and the temporary disqualification is beyond the employees' ability to control. When employees are unable to maintain medical certifications under such circumstances, the parties agree to treat the affected CDL employees as follows:**

22.14.7 **Lack of Knowledge/Active Management Initial Thirty (30)-day Accommodation: Where an employee has not been medically diagnosed or otherwise informed of a CDL medical certification-impacting medical condition, or where an employee can establish that he/she is engaged in active and affirmative efforts to manage his/her CDL medical certification-impacting medical condition, and where the employee's medical certification lapses or is otherwise lost for no more than thirty (30) days, the employee will be accommodated by not being assigned CDL-vehicle operation duties for thirty (30) calendar days. In such instances, although a record may be kept of the lapse or loss, there shall be no adverse employment action or other prejudice related to or based on the lapse or loss.**

22.14.8 **Extended Initial Accommodation: If the employee does not have a valid and current medical certification at the end of the thirty (30) day initial accommodation period, and if the bureau can continue to provide placement in an assignment where CDL-vehicle operation duties can be temporarily avoided without adverse impact to the bureau efficiently completing its scheduled work, the employee shall be assigned accordingly. If at any point after thirty (30) days, however, continuation of the same or other accommodation cannot be made without adverse impact, the bureau may transfer the employee to another assignment in the same or lower job**

Exhibit A

classification or may lay the employee off. If transfer is made to an assignment in a lower job classification, the employee shall be temporarily demoted until reassigned in his/her previous classification with no loss of seniority.

- 22.14.9 Regaining Certification/Failure to Obtain: Affected employees, who regain their medical certifications before the expiration of ninety (90) days from the date of the lapse or loss, will be reassigned to their regular classification. A record of the lapse or loss may be kept; in instances where the employee is actively seeking to obtain medical certification following lapse or loss, such lapse or loss may not be considered for future discipline, but in instances where the employee has failed to actively seek recertification, the lapse or loss may be referred to and relied on in the event of a subsequent like instance of failure to actively seek recertification occurring within three (3) years of the prior instance. After ninety (90) days without a valid and current medical certification, a laid off employee will be subject to the recall provisions of Article 14 provided they meet the eligibility requirements under the federal regulations.
- 22.14.10 Subsequent Loss or Lapse of CDL Medical Certification: If an employee who has had a lapse or loss of more than thirty (30) days before obtaining valid and current medical certification subsequently obtains medical certification in his/her next certification cycle without lapse or loss, or with a lapse or loss of not more than thirty (30) days, his/her prior lapse or loss of more than thirty days (30) may not subsequently be relied upon as a basis for subsequent adverse employment action. If, however, an employee has a second consecutive lapse or loss of more than thirty (30) days, he/she may be laid off at the bureau's sole discretion.
- 22.14.11 Lack of Proof of Active Management Initial Thirty (30)-day Accommodation: Where an employee has been medically diagnosed or is otherwise aware of a CDL medical certification-impacting medical condition, and where the employee cannot establish that he/she is engaged in active and affirmative efforts to manage his/her CDL medical certification-impacting medical condition, the employee will be accommodated for a medical certification lapse or loss of no more than thirty (30) days by not being assigned CDL-vehicle operation duties for thirty (30) calendar days. In such instance, however, a record of the lapse or loss shall be permanently retained and may be the basis of subsequent adverse employment action.
- 22.14.12 No Extension of Accommodation: At any point after thirty (30) days, the bureau may transfer the employee to another assignment in the same or lower job classification or may lay the employee off, at the bureau's sole discretion. If transfer is made to an assignment in a lower job classification, the employee shall be temporarily demoted until reassigned in his/her previous classification with no loss of seniority.
- 22.14.13 Regaining Certification/Failure to Obtain: Affected employees, who regain their medical certifications before the expiration of ninety (90) days from the date of the lapse or loss, will be reassigned to their regular classification with no loss of seniority. Affected employees who fail to obtain a medical certification after ninety (90) days will be laid off. Employees who are laid off will be subject to the recall provisions of Article 14.

Exhibit A

22.14.14 If, however, an employee has a second lapse or loss within four (4) years where the employee cannot establish that he/she is engaged in active and affirmative efforts to manage his/her CDL medical certification-impacting medical condition, or has a second lapse or loss of more than thirty (30) days within four (4) years, he/she may be laid off at the bureau's sole discretion.

* * *

22.16 Pregnancy Accommodation. Pregnancy shall be considered an illness for the purposes of this Article. If during the first seven (7) months of pregnancy, a pregnant employee presents supporting medical evidence, the City on request will attempt to make reasonable accommodation regarding available work within the employee's classification for a period not to exceed sixty (60) days. [Moved from Article 17.1.1.]

~~22.~~ **23. Union Representation**

* * *

~~22.5~~ **23.5 Labor Management Committee:** The City and the Unions shall each appoint not less than two (2) nor more than four (4) members to a Labor Management Committee. The parties agree to continue their commitment to currently established Labor Management Committees for the duration of this labor agreement.

~~22.5.1~~ **23.5.1** This committee shall meet when requested by either party at a mutually convenient time and place to discuss any matters pertinent to maintaining good City-employee relationships. Each party shall advise the other at least two (2) working days prior to such meeting as to the subject matters to be discussed.

~~22.5.2~~ This section shall apply for the duration of the agreement beginning July 1, 1992.

The committee shall meet within 60 days of the signing of this agreement. The committee shall study alternative selection procedures/processes for promotional and training opportunities for DCTU classifications and how to educate unions and managers about alternatives which are available. The Committee shall also study reducing the use of temporary employees in full-time budgeted positions, and promoting timely hiring and the principals of Affirmative Action and Equal Employment Opportunity. Any recommendation of the committee on these subjects, which is accepted by the Human Resources Director, may be implemented during the term of the agreement.

23.5 New Employee Orientation: A steward and newly hired employee each shall be granted thirty (30) minutes of City-paid Union leave, during the new employee's first thirty (30) days of employment to discuss new member orientation and union issues. The Union Representative shall have access to the worksite to attend as well. If at any time during the term of this contract, the City should hold an orientation for new employees, the affiliated union representative(s) may be invited to attend and given an opportunity to address new employees.

~~32.~~ **23.6 Union Bulletin Boards** [Moved from old Article 32.]

~~32.1~~ **23.6.1** The City shall furnish bulletin boards in places mutually satisfactory to the City and the Unions. Such bulletin boards are to be used by the Unions to post notices of interest to the employees.

~~32.2~~ **23.6.2** Such notices shall be signed and in good taste and shall not reflect on the integrity or motives of any individuals, City Bureaus or activities.

~~32.3~~ **23.6.3** If the City believes that a notice does not meet the criteria specified in Article 23.6.2, it will notify the Union. Upon such notification, the Union will remove the notice. If the City and the Union disagree whether or not a notice meets the criteria specified in Article 23.6.2, they will meet and attempt to resolve their differences. If the City and the union still cannot agree, the union may file a grievance. If the matter is eventually referred to arbitration through the grievance process, the issue before the arbitrator will be whether or not the notice met the criteria specified in

Exhibit A

Article 23.6.2. If the arbitrator determines that the criteria of 23.6.2 have been met, the notice will be re-posted.

* * *

26. 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. [Moved from Article 27.6.]

* * *

27.7 Deferred Compensation. The City shall allow employees under this contract to participate in the Deferred Compensation Program that is currently available to employees. However, if the program is determined not to be allowable as a tax deferral under the Internal Revenue Code, the participating employee shall hold the City and the union harmless against any and all claims, demands, or other forms of liability arising as a result of any invalidation of the terms and conditions of the Program. (Moved from Article 17.7).

28. 29. Tools

* * *

~~28.2~~ **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~~ **\$250.00** per year for tools that the employee normally uses in his/her regular duties with the City:

Auto Body Restorer (JCN1516)
Motorcycle Mechanic (JCN 1530)
Vehicle and Equipment Mechanic Trainee (JCN 1531)
Vehicle and Equipment Mechanic (JCN 1532)
Vehicle and Equipment Mechanic, Lead (JCN 1533)

Request for reimbursement under this provision shall be made in accordance with Clause ~~29.2~~ **30.2** of this *Agreement*. However, in no event shall a request for reimbursement be made from April 1 to the end of the fiscal year.

29.3 Tool Inventory. Employees are responsible for providing and maintaining a basic set of mechanic hand tools. A basic tool inventory list will be provided by the City and reviewed annually with each employee.

Employees are also responsible for providing the City with a current written inventory and digital photographs of all tools brought to the work site. The City will provide the digital camera for this purpose.

Employee-owned tools must be clearly marked with the employee's identifying information. Employee-owned tools must be properly secured when not in use.

~~32. Union Bulletin Boards [Moved to Article 23.6.]~~

~~32.1 The City shall furnish bulletin boards in places mutually satisfactory to the City and the Unions. Such bulletin boards are to be used by the Unions to post notices of interest to the employees.~~

~~32.2 Such notices shall be signed and in good taste and shall not reflect on the integrity or motives of any individuals, City Bureaus or activities.~~

~~32.3 If the City believes that a notice does not meet the criteria specified in Article 32.2, it will notify the Union. Upon such notification, the Union will remove the notice. If the City and the Union disagree whether or not a notice meets the criteria specified in Article 32.2, they will meet and attempt to resolve their differences. If the City and the union still cannot agree, the union may file a grievance. If the matter is eventually referred to arbitration through the grievance process, the issue before the arbitrator will be whether or not the notice met the criteria specified in Article 32.2. If the arbitrator determines that the criteria of 32.2 have been met, the notice will be re-posted.~~

Exhibit A

36. Warrant of Authority

* * *

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

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

38. Effective Date and Duration of Agreement

This Agreement, effective July 1, 2006~~10~~ shall remain in full force and effect until June 30, 2040~~13~~.

* * *

SCHEDULE "A"

Effective upon ratification by both parties to June 30, 2013

YEAR ONE - Effective July 1, 2006 ~~2010~~, Schedule "A" wage rates will be revised as follows:

Salary rates for classifications in Schedule "A" for the period July 1, 2006 ~~2010~~ to June 30, 2007 ~~2011~~ 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 2nd Half 2004 and 2nd Half 2005) for Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than two percent (2.0%) or greater than five percent (5.0%) will remain unchanged from those for the period July 1, 2009 to June 30, 2010.

YEAR TWO - Effective July 1, 2007 ~~2011~~, Schedule "A" wage rates will be revised as follows:

Salary rates for classifications in Schedule "A" for the period July 1, 2007 ~~2011~~ to June 30, 2008 ~~2012~~ are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index for between ~~the~~ 2nd Half 2005 ~~2009~~ and ~~the~~ 2nd Half 2006 ~~2010~~) 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 attributable to the CPI be less than two percent (2.0%) one percent (1%) or greater than five percent (5.0%).

YEAR THREE - Effective July 1, 2008 ~~2012~~, Schedule "A" wage rates will be revised as follows:

Salary rates for classifications in Schedule "A" for the period July 1, 2008 ~~2012~~ to June 30, 2009 ~~2013~~ 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 2006 ~~2010~~ and ~~the~~ 2nd Half 2007 ~~2011~~) 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 attributable to the CPI be less than one percent (1%) ~~two percent (2.0%)~~ or greater than five percent (5.0%).

1. Premiums described in paragraphs 3, 4, 5, 6, 7, 8, and 9 2 a-d, 3 a-d, 4 a-b, 5, and 6 shall not be pyramided ~~except for situations in which 3c and 4c apply.~~
2. The following named classes and work situations will be paid a premium of forty eighty cents (-40 \$0.80) per hour for all time while assigned paid as 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 constructions repair crews (not ~~sewer drag or~~ emergency crews);
 - a. ~~Utility Worker I's and II's assigned to sidewalk breakout crew or as "Swinger Operator". The "Swinger Operator" will work with the breakout crew when not operating the "Swinger" on the job site;~~

Exhibit A

- b. Automotive Equipment Operator II's Is, Utility Worker Is, and Utility Worker IIs assigned to operate a mounted or trailed compressor together with hydraulic or pneumatic ~~breaker, drill or spade~~ jackhammer.
- c. Employees operating a hydraulic or pneumatic handheld jackhammer.
- d. Employees who are assigned to drive a fuel truck in order to perform fueling operations and to transport fuel. (Moved from premium #7.)

3. Under the following work situations, a premium of ~~forty eighty~~ cents (.40 \$0.80) per hour will be paid for a minimum of four (4) hours ~~will be paid~~:

- a. ~~To~~ Utility Worker I's and II's, when walking a live sewer;
- b. To any employee other than a High Climber, ~~or 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. Any employee required to work over ninety (90) feet above the ground on bridges and structures under the foregoing conditions shall be paid at the overtime rate. The appropriate pay for employees working over 90 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;
- c. ~~To~~ 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 five (5) foot or deeper ditch; shored excavation.
- d. employees in the Industrial Maintenance Millwright classification series performing vibration testing and/or analysis work that is assigned by the supervisor
- b. ~~To~~ any employee while working as a powderman or powderman helper.
- c. Any employee operating a 90 pound or larger jackhammer.

4. Utility Worker I's and II's operating a pavement breaker, drill spade, or Cobra type spade or drill, receive \$18.61 per hour (for a minimum of four (4) hours). (Effective 07/01/02 the rate will increase to \$19.92 which is the 2.2% increase by the CPI-W used for Schedule "A".)

5. Utility Worker II's operating the compressor and hydraulic or pneumatic pavement breaker of the Sewer emergency truck shall be paid \$19.25 per hour (for a minimum of four (4) hours). (Effective 07/01/02 the rate will increase to \$19.67 which is the 2.2% increase by the CPI-W used for Schedule "A".)

6. ~~4.~~ The City will pay a premium of two dollars (~~\$1.00~~ \$2.00) per hour for actual time worked rounded up to the nearest whole hour ~~to employees who are~~ 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:

- 1) engaged in work inside a permit required confined space as defined by OSHA;
- 2) connecting chlorine rail cars or cylinders or responding to liquid chlorine alarms; or,
- 3) 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.

4) receiving bulk shipments of chemicals.

5) performing maintenance and repair on piping and systems that can contain potentially hazardous water treatment chemicals.

b. Employees in the 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.

~~7. The City will pay a premium of forty cents (.40) per hour for actual time worked, rounded up to the nearest whole hour to employees who are assigned to drive a fuel truck in order to perform fueling operations and to transport fuel. (Moved to premium 2.d.)~~

~~8.5.~~ Vehicle Service employees when assigned emergency repair work on automotive or construction equipment shall be paid a premium of five percent (5%) for all time so assigned. The above premium will also apply to Vehicle and Equipment Mechanics.

~~9.6.~~ In the event the City places the responsibility for a crew of two (2) or more ~~craftsmen~~ 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 (5%). This shall not be deemed a requirement that the City designate a lead in charge of every crew.

~~10. a.~~ An employee assigned lead duties in a work day will receive the lead rate of pay for a minimum of four (4) hours, eight (8) hours if assigned to such duties over four (4) hours in a work day.

~~11. b.~~ Assignment to lead duties is temporary and employees do not acquire status or rights to such assignment.

~~12.7.~~ The premium rate paid Building Inspector IIs, Electrical Inspectors, ~~Mechanical and Plumbing Inspectors~~ for each additional one and two family inspection certifications they obtain and to begin to use in the Combination Inspections Section in the Residential Inspections Section in the Bureau of Developmental Services shall be \$0.40 added to the base wage.

~~13. 8.~~ The premium rate paid Building Inspectors IIs for each additional one and two family inspection certifications they obtain and begin to use ~~in the Dangerous Buildings Program OPD&R in the "Work without Permit Program" in the Compliance Services/Neighborhood~~

Exhibit A

Inspection Section of the Bureau of Developmental Services shall be \$0.40 added to the base wage.

14. ~~9.~~ The premium rate paid ~~Building/Mechanical inspectors~~ Building Inspector IIs and Structural Inspectors in the ~~Commercial Inspections Division~~ who obtain and begin to use both "A" level commercial Structural and "A" level commercial Mechanical certifications in the Commercial Structural/Mechanical Inspections Section in Bureau of Developmental Services shall be \$0.80 added to the base wage.

15. 10. Water Treatment Certifications:

- a. Employees in the classification of Water Treatment Operator II are required to have and maintain certification as a Water Treatment Operator Level 2 Operator. Certification pay for Water Treatment Operator 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 Operator Level 4 Operator shall be \$0.75 per hour for all hours worked.
- ~~16.~~c. Employees in the classification of Water Treatment Operator Lead are required to have and maintain certification as a Water Treatment Operator Level 3 Operator. Certification pay for Water Treatment Operator Level 4 Operator shall be \$0.75 per hour for all hours worked.
- d. Employees are responsible for completing the required Continuing Education Units (CEUs) to maintain their certifications.

11. 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 for all hours worked. Certification pay for Water Distribution Level 3 Operator shall be \$0.50 per hour for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be \$0.75 per hour 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 for all hours worked. Certification pay for Water Distribution Level 3 Operator shall be \$0.50 per hour for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be \$0.75 per hour 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 for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be \$0.75 per hour for all hours worked.

Exhibit A

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

12. 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 for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be \$0.75 per hour for all hours paid. Certification pay for Water Treatment Level 2 Operator shall be \$0.25 per hour for all hours worked. Certification pay for Water Treatment Level 3 Operator shall be \$0.50 per hour for all hours worked. Certification pay for Water Treatment Level 4 Operator shall be \$0.75 per hour 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 for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be \$0.75 per hour for all hours worked. Certification pay for Water Treatment Level 3 Operator shall be \$0.50 per hour for all hours worked. Certification pay for Water Treatment Level 4 Operator shall be \$0.75 per hour 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.

Exhibit A

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.
- c. Certification pay will be attached to base pay and applicable for all hours working in the sewer operation and maintenance program. (not applicable when snow plowing or tasks unrelated to the sewer O&M Program).
- d. Employees holding both Wastewater Treatment and Wastewater Collection System certifications will only be compensated for one certification at a time with the higher hourly premium being paid for all hours worked.

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.

16. 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.

17. National Institute for Automotive 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 \$160 per month.
- 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 \$160 per month; those who possess a valid F-3 through F-4 certification shall receive \$210 per month; those who possess a valid F-5 through F-6 certificate shall receive \$260 per month. 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 \$160 per month.
- d. Employees in the Classification of Storekeeper/Acquisition Specialist II: Automotive Parts Specialist, or employees in the Premium Assignment of Storekeeper/Acquisition

Exhibit A

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 \$160 per month.

- e. 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.

Exhibit A

Schedule "A"

Upon ratification by both parties to June 30, 2011

The employer shall have the ability to hire new employees at up to step three (3) for the following classifications: Building Inspector I, Building Inspector II, Senior Building Inspector, Electrical Inspector, Senior Electrical Inspector, Combination Inspector, Housing Inspector, Senior Housing Inspector, Plumbing Inspector, Senior Plumbing Inspector, Structural Inspector, Commercial Plans Examiner, Residential Plans Examiner, and Senior Plans Examiner. Employees hired at up to step three (3) may go to the top step after the successful completion of their probationary periods.

Job Class	Job Class Title	Entry	6 Months	1 Year	2 Year	3 Year	4 Year
30000062	Accountant I	18.08	19.67	21.89	23.41	25.24	
30000063	Accountant II	23.64	25.70	26.76	27.90	28.88	
30000064	Accountant III	26.03	28.27	29.46	30.71	31.78	
30000061	Accounting Technician	14.97	17.14	17.97	19.24	20.88	
30000090	Asphalt Raker	20.82	21.60	22.38			
30000125	Auto Body Restorer	24.69	26.83				
30000096	Auto Servicer	18.26	20.81	22.38			
30000102	Automotive Equip Oper II: Sewer Vacuum	20.59	23.35	24.80			
30000103	Automotive Equip Oper II: Street Sweeper	20.59	23.35	24.80			
30000104	Automotive Equip Oper II: Tractor-Trailr	20.59	23.35	24.80			
30000101	Automotive Equipment Oper I	19.40	22.06	23.51			
30000175	Building Inspector I	25.99	27.29	28.64	30.08		
30000173	Building Inspector II	29.71	31.21	32.73	34.38		
30000174	Building Inspector, Sr	33.36	35.03	36.78	38.60		
30000176	Building Inspector/Plans Examiner Trnee	14.59	15.33	16.09	16.89		
30000110	Carpenter	24.44	26.55				
30000111	Carpenter Lead	25.64	27.88				
30000109	Carpenter, Apprentice	See Note	#2				
30000243	Chemist	23.78	26.37	27.32	28.99	30.72	
30000066	Claims Technician	19.74	21.44	22.73	23.96	25.40	
30000065	Claims Technician, Assistant	15.33	17.60	18.46	19.76	21.45	
30000183	Code Specialist I	15.32	16.65	17.73	18.75	19.79	
30000184	Code Specialist II	20.11	21.83	23.07	24.25	25.85	
30000186	Code Specialist III	21.68	23.55	24.82	26.12	27.59	
30000187	Code Specialist, Lead	21.68	23.55	24.82	26.12	27.59	
30000182	Code Specialist, Trainee	14.59					
30000170	Combination Inspector	31.69	33.30	34.93	36.70		
30000238	Communications Switch Technician	26.60	30.26	32.25			
30000107	Concrete Finisher	24.44	26.55				
30000106	Concrete Finisher, Apprentice	20.78	22.47	22.74			
30000108	Concrete Finisher, Lead	25.64	27.88				
30000105	Construction Equipment Operator	20.65	23.51	25.00	26.37		
30000309	Crime Prevention Program Administrator	21.07	22.96	24.31	25.53	27.43	
30000308	Crime Prevention Rep	19.16	20.85	22.10	23.20	24.92	
30000017	Customer Accounts Specialist I	16.06	17.41	19.36	20.75	22.48	

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30000018	Customer Accounts Specialist II	19.15	20.82	21.99	23.10	24.65	
30000041	Distribution Technician	18.26	20.81	22.38			
30000042	Distribution Technician, Lead	19.18	21.83	23.50			
30000168	Electrical Inspector	29.71	31.21	32.73	34.38		
30000169	Electrical Inspector, Sr	33.36	35.03	36.78	38.60		
30000116	Electrician	30.58	33.01				
30000117	Electrician, Lead	32.11	34.65				
30000118	Electrician, Sr	32.11	34.65				
30000119	Electrician, Supervising	33.72	36.39				
30000120	Electrician/Instrument Tech, Apprentice	See Note	#6				
30000121	Electrician/Instrument Technician	31.51	34.01				
30000045	Electronic Pre-Press Operator	19.55	21.26	22.67	23.38	24.43	
30000046	Electronic Pre-Press Operator, Lead	22.47	24.43	25.70	26.90	28.14	
30000234	Electronics Technician I: Communications	22.72	25.85	27.58			
30000235	Electronics Technician I: Traffic Signal	22.72	25.85	27.58			
30000236	Electronics Technician II: Commun	26.60	30.26	32.25			
30000237	Electronics Technician II: Traffic Signal	26.60	30.26	32.25			
30000835	Emerg Commun Support Specialist	14.97	17.14	17.97	19.24	20.88	
30000095	Environmental Systems Crew Leader	25.09	27.27				
30000094	Environmental Systems Maintenance Tech	23.33	25.34	26.05			
30000079	Equestrian Trainer	19.17	21.85	23.50			
30000050	Evidence Control Specialist	20.49	23.27	25.05			
30000051	Evidence Control Specialist, Lead	23.14	26.52	27.95	28.77		
30000052	Evidence Control, Supervisor	23.14	26.52	27.95	28.77		
30000070	Facilities Maintenance Tech Apprentice	See Note	#3				
30000071	Facilities Maintenance Technician	26.69	28.83				
30000072	Facilities Maintenance Technician, Lead	26.92	30.15				
30000127	General Mechanic	22.18	25.24	26.83			
30000128	General Mechanic Lead	23.28	26.49	28.15			
30000085	Greenskeeper I	18.77	21.32	22.98			
30000086	Greenskeeper II	21.15	23.57	24.16			
30000087	Greenskeeper III	21.94	24.98	26.55			
30000028	Hearings Clerk	20.73	22.45	23.64	24.77	26.47	
30000248	High Climber	22.14	25.05	26.55			
30000249	High Climber, Lead	23.15	26.31	27.82			
30000247	High Climber, Trainee	19.00	21.86	23.10			
30000252	Horticulturist	20.88	23.82	25.23			
30000251	Horticulturist, Apprentice	18.57	21.08	22.57			
30000253	Horticulturist, Lead	21.92	24.98	26.48			
30000171	Housing Inspector	21.35	23.22	24.38	25.63	27.02	
30000172	Housing Inspector, Sr	28.03	29.44	30.88	32.45		
30000126	Industrial Machinist	24.69	26.83				
30000157	Industrial Maintenance Millwright	24.69	26.83				
30000155	Industrial Maintenance Millwright, Appr	See Note	#4				
30000158	Industrial Maintenance Millwright, Lead	26.52	28.83				
30000156	Industrial Maintenance Millwright, Trnee	17.13	19.26	19.92			
30000114	Industrial Painter	24.44	26.55				
30000115	Industrial Painter, Lead	25.64	27.88				
30000016	Information & Referral Specialist	14.97	17.14	17.97	19.24	20.88	

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30000239	Instrument Technician	30.58	33.01				
30000240	Instrument Technician, Lead	32.11	34.65				
30000241	Laboratory Analyst I	20.24	23.15	24.31	25.57		
30001283	Laboratory Analyst II	21.31	24.29	25.51	26.79	28.13	
30000245	Laboratory Analyst, Sr	24.95	27.67	28.71	30.45	32.26	
30001284	Laboratory Analytical Specialist	24.29	26.96	28.18	30.15	32.26	
30001285	Laboratory Coordinator	25.22	27.99	29.04	31.08	33.26	35.58
30000246	Laboratory Production Specialist	24.95	27.67	28.71	30.45	32.26	
30000244	Laboratory Quality Assurance Specialist	24.95	27.67	28.71	30.45	32.26	
30000166	Lighting & Signal Inspector	31.32	32.90	34.54	36.25		
30000098	Maintenance Mechanic	21.94	23.85	24.53			
30000073	Maintenance Worker	11.25	13.34				
30000242	Microbiologist	23.78	26.37	27.32	28.99	30.72	
30000129	Motorcycle Mechanic	24.69	26.83				
30000011	Office Support Specialist I	13.63	15.52	16.33	17.51	18.92	
30000012	Office Support Specialist II	14.97	17.14	17.97	19.24	20.88	
30000013	Office Support Specialist III	19.15	20.82	21.99	23.10	24.65	
30000014	Office Support Specialist, Lead	19.15	20.82	21.99	23.10	24.65	
30000152	Operating Engineer I	22.22	23.27				
30000153	Operating Engineer II	22.42	24.39	25.74	27.31	28.97	
30000154	Operating Engineer III	23.55	25.61	27.03	28.70	30.43	
30000112	Painter	24.44	26.55				
30000113	Painter, Lead	25.64	27.88				
30000185	Parking Code Enforcement Officer	18.15	19.62	20.82	21.91	23.16	
30001158	Parking Code Enfrcmnt Ofcr-Abandnd Auto	16.24	17.65	18.79	19.88	20.98	
30000188	Parking Collection Technician	12.40	14.16				
30000099	Parking Pay Station Technician	21.93	23.84	25.04	26.48		
30000100	Parking Pay Station Technician, Lead	25.60	27.82				
30000084	Parks Maintenance Crew Leader	21.92	24.98	26.48			
30000081	Parks Technician	20.22	21.97	22.98			
30000082	Parks Technician, Lead	21.25	23.07	24.10			
30000231	Plans Examiner, Commercial	31.10	32.64	34.27	36.00		
30000230	Plans Examiner, Residential	25.59	26.86	28.20	29.60		
30000232	Plans Examiner, Sr	33.79	35.47	37.28	39.12		
30001159	Plumber	27.03	29.38				
30000164	Plumbing Inspector	29.71	31.21	32.73	34.38		
30000165	Plumbing Inspector, Sr	33.36	35.03	36.78	38.60		
30000026	Police Administrative Support Spec, Lead	19.15	20.82	21.99	23.10	24.65	
30000025	Police Administrative Support Spec, Sr	19.15	20.82	21.99	23.10	24.65	
30000023	Police Administrative Support Spec, Trnee	12.83	13.94				
30000024	Police Administrative Support Specialist	14.97	17.14	17.97	19.24	20.88	
30000022	Police Desk Clerk	13.37	15.28	16.12	17.28	18.49	
30000304	Police Identification Technician	24.77	26.92	28.66	30.10	31.64	
30000305	Police Identification Technician, Lead	26.94	29.25	31.19	32.72	34.42	
30000303	Police Identification Technician, Trnee	18.09	26.92				
30000097	Police Impound Technician	19.50	22.18	23.87			
30000027	Police Information & Referral Specialist	19.15	20.82	21.99	23.10	24.65	
30000310	Police Investigative Accountant	35.86	38.96	40.52			
30000306	Police Photographic Reproduction Spec	28.69	31.19	32.72	34.42		
30000020	Police Records Specialist	14.97	17.14	17.97	19.24	20.88	
30000019	Police Records Specialist, Trainee	12.83	13.94				

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30000021	Police Records Training Coordinator	19.15	20.82	21.99	23.10	24.65	
30000044	Printing & Distrib Custmr Svc Rep, Lead	22.47	24.43	25.70	26.90	28.14	
30000043	Printing & Distrib Customer Svc Rep	19.55	21.26	22.67	23.38	24.43	
30000040	Printing & Distrib Technician, Asst	11.36	13.21	14.03			
30000059	Procurement Specialist	22.60	24.53	26.28	27.59		
30000058	Procurement Specialist, Assistant	18.85	20.49	21.89	23.00		
30000060	Procurement Specialist, Sr	26.59	28.90	31.32	33.72		
30000093	Public Works Crew Leader	23.33	25.33				
30000228	Public Works Inspector	27.03	29.39	30.09	30.88		
30000229	Public Works Inspector, Sr	29.31	31.84	34.54			
30000227	Public Works Inspector, Trainee	14.03	15.25	16.02	16.79		
30000828	Records Specialist	14.97	17.14	17.97	19.24	20.88	
30000190	Regulatory Program Administrator	28.90	30.92	33.04	34.70		
30000189	Regulatory Program Specialist	20.11	21.83	23.07	24.25	25.85	
30000047	Reprographic Operator I	16.13	17.54	18.59	19.63	20.68	
30000048	Reprographic Operator II	19.55	21.26	22.67	23.38	24.43	
30000049	Reprographic Operator III	22.47	24.43	25.70	26.90	28.14	
30000191	Revenue & Taxation Specialist I	16.06	17.97	19.24	20.88		
30000192	Revenue & Taxation Specialist II	19.24	20.88	21.83	23.07		
30000193	Revenue & Taxation Specialist III	20.11	21.83	23.07	24.25	25.85	
30000194	Revenue & Taxation Specialist IV	21.83	23.07	24.25	25.85	27.57	
30000195	Revenue & Taxation Specialist Lead	22.94	24.23	25.46	27.15	28.95	
30000196	Revenue & Taxation Specialist V	23.55	24.82	26.12	27.59	29.62	
30000029	Service Dispatcher	16.06	17.41	19.36	20.75	22.48	
30000030	Service Dispatcher, Lead	19.15	20.82	21.99	23.10	24.65	
30000197	Sidewalk Inspector	23.97	26.72	27.27			
30000167	Sign Inspector	28.03	29.44	30.88	32.45		
30000089	Sign Maker	24.44	26.55				
30000088	Sign Maker, Apprentice	20.26	24.68				
30000177	Site Development Inspector I	25.99	27.29	28.64	30.08		
30000179	Site Development Inspector II	29.71	31.21	32.73	34.38		
30000178	Site Development Inspector, Sr	33.36	35.03	36.78	38.60		
30000083	Stable Attendant	18.26	20.81	22.38			
30000053	Storekeeper/Acquisition Specialist I	19.50	22.18	23.87			
30000054	Storekeeper/Acquisition Specialist II	20.49	23.27	25.05			
30000056	Storekeeper/Acquisition Specialist III	23.14	26.52	27.95	28.77		
30000055	Storekeeper/Acquisition II:Auto Part Spec	20.49	23.27	25.05			
30000057	Storekeeper/Acquisition Specialist, Lead	23.14	26.52	27.95	28.77		
30000091	Street Maintenance Crew Leader	25.09	27.27				
30000181	Structural Inspector	29.71	31.21	32.73	34.38		
30000180	Structural Inspector, Trainee	25.99	27.29	28.64	30.08		
30000109	Survey Project Support Tech	22.78	23.69	24.87			
30000223	Surveying Aide I	16.82	18.28	19.89	21.05		
30000224	Surveying Aide II	19.94	21.67	22.10			
30000225	Surveyor I	22.78	24.75	28.31			
30000226	Surveyor II	26.45	28.70	30.31			
30000092	Traffic Crew Leader	24.18	26.30				
30000250	Tree Inspector	24.23	27.51	29.12			
30000080	Turf Maintenance Technician	18.77	21.32	22.98			
30000076	Utility Worker I	19.14	20.82				
30000077	Utility Worker II	20.82	21.60	22.38			

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30000075	Utility Worker II, Apprentice	See Note	#1				
30000131	Vehicle & Equipment Mechanic	24.69	26.83				
30000132	Vehicle & Equipment Mechanic, Lead	25.89	28.15				
30000130	Vehicle & Equipment Mechanic, Trainee	17.13	19.26	21.80	24.28		
30000163	Wastewater Operations Specialist	25.47	27.69	28.83			
30000160	Wastewater Operator I	19.03	21.70	23.19			
30000161	Wastewater Operator II	22.18	25.24	25.46	26.09	26.83	
30000162	Wastewater Operator, Lead	26.52	28.83				
30000159	Wastewater Operator, Trainee	17.13	19.26	19.92			
30000133	Water Meter Reader I	17.18	18.69	21.19			
30000134	Water Meter Reader II	21.06	22.89	23.35	23.98		
30000142	Water Meter Technician I	20.11	21.83	22.98	24.33		
30000143	Water Meter Technician II	25.64	27.88				
30000145	Water Operations Mechanic	24.72	26.95	27.36	27.77		
30000144	Water Operations Mechanic, Apprentice	See Note	#5				
30000139	Water Quality Inspector I	22.41	24.39	25.75	27.32	28.97	
30000140	Water Quality Inspector II	23.55	25.61	27.03	28.70	30.43	
30000141	Water Quality Inspector III	24.72	26.90	28.38	30.12	31.94	
30000138	Water Security Specialist	20.82	21.60	22.38			
30000137	Water Security Specialist, Lead	21.86	22.68	23.50			
30000135	Water Service Inspector I	21.06	22.89	23.35	23.98		
30000136	Water Service Inspector II	22.76	24.72	25.22	25.90		
30000146	Water Treatment Operator I	22.22	23.27				
30000147	Water Treatment Operator II	23.55	25.61	27.03	28.70	30.43	
30000148	Water Treatment Operator, Lead	24.72	26.90	28.38	30.12	31.94	
30000078	Water Utility Worker, Sr	21.15	22.98	23.51			
30000150	Watershed Pipeline Specialist	21.15	22.98	23.51			
30000149	Watershed Specialist I	18.26	20.81	22.38			
30000151	Watershed Specialist II	21.15	22.98	23.51			
30001308	Watershed Specialist III	25.22	27.45	27.86	28.27		
30000123	Welder	24.44	26.55				
30000122	Welder, Apprentice	20.78	22.47	22.74			
30000124	Welder, Lead	25.64	27.88				

Exhibit A

NOTE # 1: Utility Worker II, Apprentice

Entry To 5 Months = 70% Of Utility Worker II Rate (Top Step)	15.67
6 Months To 11 Months = 77.5% Of Utility Worker II Rate (Top Step)	17.34
12 Months To 17 Months = 85% Of Utility Worker II Rate (Top Step)	19.02
18 Months To 23 Months = 92.7% Of Utility Worker II Rate (Top Step)	20.70
Advancement to journey rate is upon completion of the program and when approved by the TAC.	

NOTE # 2: Carpenter, Apprentice

Entry To 5 Months = 60% Of Carpenter Rate (Top Step)	15.93
6 Months To 11 Months = 65% Of Carpenter Rate (Top Step)	17.26
12 Months To 17 Months = 70% Of Carpenter Rate (Top Step)	18.59
18 Months To 23 Months = 75% Of Carpenter Rate (Top Step)	19.91
24 Months To 29 Months = 80% Of Carpenter Rate (Top Step)	21.24
30 Months To 35 Months = 85% Of Carpenter Rate (Top Step)	22.57
36 Months To 41 Months = 90% Of Carpenter Rate (Top Step)	23.90
42 Months To 47 Months = 95% Of Carpenter Rate (Top Step)	25.23
Advancement to journey rate is upon completion of the program and when approved by the TAC.	

NOTE # 3: Facilities Maintenance Tech Apprentice

Entry To 5 Months = 60% Of Facilities Maintenance Technician Rate (Top Step)	17.30
6 Months To 11 Months = 65% Of Facilities Maintenance Technician Rate (Top Step)	18.74
12 Months To 17 Months = 70% Of Facilities Maintenance Technician Rate (Top Step)	20.18
18 Months To 23 Months = 75% Of Facilities Maintenance Technician Rate (Top Step)	21.62
24 Months To 29 Months = 80% Of Facilities Maintenance Technician Rate (Top Step)	23.06
30 Months To 35 Months = 85% Of Facilities Maintenance Technician Rate (Top Step)	24.51
36 Months To 41 Months = 90% Of Facilities Maintenance Technician Rate (Top Step)	25.95
42 Months To 47 Months = 95% Of Facilities Maintenance Technician Rate (Top Step)	27.39
Advancement to journey rate is upon completion of the program and when approved by the TAC or by a State approved oversight body such as BOLI.	

NOTE # 4: Industrial Maintenance Millwright, Apprentice

Entry To 5 Months = 60% Of Industrial Maintenance Millwright Rate (Top Step)	16.10
6 Months To 11 Months = 65% Of Industrial Maintenance Millwright Rate (Top Step)	17.45
12 Months To 17 Months = 70% Of Industrial Maintenance Millwright Rate (Top Step)	18.78
18 Months To 23 Months = 75% Of Industrial Maintenance Millwright Rate (Top Step)	20.13
24 Months To 29 Months = 80% Of Industrial Maintenance Millwright Rate (Top Step)	21.46
30 Months To 35 Months = 85% Of Industrial Maintenance Millwright Rate (Top Step)	22.81
36 Months To 41 Months = 90% Of Industrial Maintenance Millwright Rate (Top Step)	24.15
42 Months To 47 Months = 95% Of Industrial Maintenance Millwright Rate (Top Step)	25.49
Advancement to journey rate is upon completion of the program and when approved by the TAC or by a State approved oversight body such as BOLI.	

NOTE # 5: Water Operations Mechanic, Apprentice

Entry To 5 Months = 70% Of Water Operations Mechanic Rate (One Year Step)	19.15
6 Months To 11 Months = 75% Of Water Operations Mechanic Rate (One Year Step)	20.52
12 Months To 17 Months = 80% Of Water Operations Mechanic Rate (One Year Step)	21.89

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18 Months To 23 Months = 85% Of Water Operations Mechanic Rate (One Year Step)	23.25
24 Months To 29 Months = 90% Of Water Operations Mechanic Rate (One Year Step)	24.62
30 Months To 35 Months = 95% Of Water Operations Mechanic Rate (One Year Step)	25.99

Advancement to journey rate is upon completion of the program and when approved by the TAC.

NOTE # 6: Electrician/Instrument Tech, Apprentice

Entry To 5 Months = 60% Of Electrician/Instrument Technician Rate (Top Step)	20.41
6 Months To 11 Months = 65% Of Electrician/Instrument Technician Rate (Top Step)	22.10
12 Months To 17 Months = 70% Of Electrician/Instrument Technician Rate (Top Step)	23.81
18 Months To 23 Months = 75% Of Electrician/Instrument Technician Rate (Top Step)	25.50
24 Months To 29 Months = 80% Of Electrician/Instrument Technician Rate (Top Step)	27.20
30 Months To 35 Months = 85% Of Electrician/Instrument Technician Rate (Top Step)	28.91
36 Months To 41 Months = 90% Of Electrician/Instrument Technician Rate (Top Step)	30.60
42 Months To 47 Months = Top Step Of Instrument Technician Rate	33.01

Advancement to journey rate is upon completion of the program and when approved by the TAC or by a State approved oversight body such as BOLI.

Exhibit A

Market Salary Adjustment

Adjust compensation for the following Benchmarks and linked classes to include a new three percent (3%) step for each classification, to be available to employees who are on the top step of their classification, effective on their anniversary date beginning July 1, 2012.

Benchmarks included:

- Office Support Specialist II
- Customer Accounts Specialist I
- Accountant II
- Code Specialist II
- Vehicle and Equipment Mechanic
- Carpenter
- Wastewater Operator II

Excludes trainees and apprentices except those in apprenticeship programs where the steps are structured as a percent of journey level rate.

Benchmark	Linked Classifications
Accountant II	Accountant I Accountant III Accounting Technician Police Investigative Accountant
Carpenter	Carpenter, Apprentice Carpenter, Lead Concrete Finisher Concrete Finisher, Lead Industrial Painter Industrial Painter, Lead Painter Painter, Lead Sign Maker Tree Inspector Plumber Welder Welder, Lead
Code Specialist II	Claims Technician, Assistant Claims Technician Code Specialist I Code Specialist III Code Specialist, Lead Parking Code Enforcement Officer Parking Code Enforcement Officer—Abandoned Auto Procurement Assistant Procurement Specialist

*As amended***Benchmark**

Code Specialist II (con't.)

Linked Classifications

Procurement Specialist, Senior
 Regulatory Program Administrator
 Regulatory Program Specialist
 Revenue & Taxation Specialist I
 Revenue & Taxation Specialist II
 Revenue & Taxation Specialist III
 Revenue & Taxation Specialist IV
 Revenue & Taxation Specialist V
 Revenue & Taxation Specialist, Lead

Customer Accounts Specialist I

Crime Prevention Program Administrator
 Crime Prevention Representative
 Customer Accounts Specialist II
 Service Dispatcher
 Service Dispatcher, Lead
 Water Meter Reader I
 Water Meter Reader II
 Water Service Inspector I
 Water Service Inspector II

Office Support Specialist II

Emergency Communication Support Specialist
 Hearings Clerk
 Information & Referral Specialist
 Office Support Specialist I
 Office Support Specialist III
 Office Support Specialist, Lead
 Police Administrative Support Specialist
 Police Administrative Support Specialist, Senior
 Police Administrative Support Specialist, Lead
 Police Desk Clerk
 Police Information & Referral Specialist
 Police Records Specialist
 Police Records Training Coordinator
 Records Specialist

Vehicle & Equipment Mechanic

Auto Body Restorer
 General Mechanic
 General Mechanic, Lead
 Industrial Machinist
 Motorcycle Mechanic
 Vehicle & Equipment Mechanic, Lead

Wastewater Operator II

Industrial Maintenance Millwright, Apprentice
 Industrial Maintenance Millwright
 Industrial Maintenance Millwright, Lead
 Wastewater Operator I
 Wastewater Operator, Lead
 Wastewater Operations Specialist

Exhibit A

DCTU Market Survey Concept Summary

Purpose of Market Survey: Provide market survey as data to assist in identifying classifications where the compensation may be below market.

Timeline—Dates are approximate

- Assumptions
 - 3 year contract July 1, 2010 through June 30, 2013
 - Market information available for successor contract bargaining.
 - Market survey information to use October 2012 data.
- Timeline
 - As early as August 2011 or as arranged
BHR lays out market survey approach to DCTU representatives
 - Date TBD through June 2012
Meet and confer with DCTU representatives over market survey elements
 - July 2012 through October 2012
BHR completes any needed preparation for the market survey
 - October 2012 through February 2013
BHR submits its survey info to Milliman for inclusion in collaborative survey for Oregon Public Sector Survey participants; gathers and assembles information from non-survey participants and for additional classifications not covered in survey.
 - February 2013 through April 2013
BHR receives published information and other gathered data, checks and rechecks data as needed, assembles into format for publishing data, reviews written data in formats for errors and typos.
 - April 2013
BHR presents market survey results to union
 - May 2013 through TBD (to be determined)
Discussion of results of market survey.

Elements of Market Survey

- The survey will provide information for discussion. It is not an absolute determination of compensation adjustments needed.
- Indication of difference from the market may vary with the number of job matches the degree of matching, and which jurisdictions match our individual City classifications. Moreover, BHR cannot survey for every classification and not every jurisdiction has our exact classifications, so we rely on “matches” with benchmark jobs, based on a comparison of the work. All DCTU classifications are linked to benchmark jobs, if not designated as a benchmark job.

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- Although compensation data will be highly accurate, the validity of comparison to the market may vary.
- Information collected by BHR will be subject to review and made available to union representatives (except for copyrighted published survey information). All calculations will be labeled to explain elements included in the calculation. Efforts will be made to make the data and calculations as transparent as possible.
- Internal alignment of compensation within the City is also an important factor to consider as is recruitment and retention. (Internal alignment takes into account the proximity of compensation of one classification compared to others with comparable job evaluation factors, like duties and responsibilities, knowledge/skills/abilities, etc.)
- The market survey concept does not include changes to range structure.
- Both parties will need to manage expectations about the impact of the results of this survey, as completing the survey does not guarantee any increase in pay.