

Exhibit A

City of Portland – Laborers' Local 483
SMW Negotiations
City Proposal
May 27, 2011

184823
6/24/11
Patrick Ward
6/24/11
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A-B.C.

11. Re-employment

11.1 A Seasonal Maintenance Worker who completed his/her assignment for the season shall be eligible for re-employment to the same Bureau the following year only, provided in the judgment of the City that the employee is suitable for re-employment. ~~The City shall notify employees in writing at the end of the employment period whether they are eligible for re-employment.~~ **The employee shall be provided written notification of eligibility for re-employment on his or her last scheduled work day. Copies of the notice will be placed in the employee's official personnel file and provided to the Union.**

~~The Union will be provided a copy of the notification.~~ In the event the City determines an employee is not eligible for re-employment, that decision may not be appealed or grieved.

11.2 Each Bureau shall first offer seasonal employment to those individuals who are eligible for re-employment under this provision, provided they are available for work and qualified for the assignment, before offering employment to individuals who were not employed as a Seasonal Maintenance Worker the previous year. Each Bureau shall have the discretion to determine which employee among those eligible for re-employment is best suited for a work assignment. Nothing shall prevent the Bureau from employing new hires if employees who are eligible for re-employment are not available for work.

11.3 A Seasonal Maintenance Worker who is eligible for re-employment under this provision, but does not return the following season for any reason, or who returns to a different Bureau, will be treated as a new hire for purposes of re-employment. At the bureau's discretion, an employee may be paid at the maximum rate.

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6/24/11

12. **Notice of Recruitment**

The City shall make a reasonable effort to notify Local 483 when posting recruitments for Seasonal Maintenance Workers.

12.1 The City shall notify the Union monthly of any new hires and rehires in writing. The City’s notification of new hires and rehires shall include the following employee information: full name; home address; date of hire; job classification; starting assignment and initial reporting location.

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June 9, 2011

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6/9/11

Article 13 Holidays

- 13.2 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.
- 13.3.1 Whenever one of the above listed holidays falls on a Saturday, the Friday before said holiday shall be considered as a holiday and paid for as such. Whenever a holiday falls on Sunday, the following Monday shall be considered as a holiday and paid for as such.

It is further provided whenever a holiday falls on an employee's regularly 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 second or more contiguous scheduled day off, then the following day shall be considered as a holiday and paid for as such.

If the day after Thanksgiving falls on an employee's regularly scheduled day off, it will be treated as the second or greater contiguous day off and his/her first scheduled workday shall be considered the holiday and paid as such.

All other provisions of this article remain unchanged.

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Article 20 – Union Representation

A. B. A.
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20.5 There shall be one official personnel file maintained by the Bureau of Human Resources. Upon signing this agreement, all future records of **non-eligibility for reemployment and** discharge will be maintained in the official personnel file. Any employee shall be allowed to examine his/her personnel file upon request. An employee will be made aware of any information placed in his/her personnel file. Nothing herein shall preclude bureaus from maintaining unofficial personnel files.

All other provisions of this article remain unchanged.

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27. MEDICAL INSURANCE

27.1 Eligibility

A Seasonal Maintenance Worker shall be eligible for the City of Portland's Seasonal Maintenance Worker Medical, **Vision and Dental** Benefits Plan if the employee worked as Seasonal Maintenance Worker during the prior calendar year.

27.1.1 Benefits will begin the first of the month after a Seasonal Maintenance Worker **satisfies an eligibility waiting period consisting of eighty (80) paid hours in a month after re-employment (excluding hours paid in a third pay period in a month).**

~~a) Satisfies an eligibility waiting period consisting of eighty (80) paid hours in a month after re-employment (excluding hours paid in a third pay period in a month), and~~

~~b) Has been paid at least 80 hours in the next month (excluding hours paid in a third pay period in a month).~~

~~c) Seasonal Maintenance Workers' hours paid before May 1, 2008, will not be counted toward satisfying 27.1.1 (a) and 27.1.1 (b) above.~~

27.1.2 A Seasonal Maintenance Worker will automatically be enrolled in Medical, **Vision and Dental** Benefits Plan single (1) party coverage when the eligibility requirements in 27.1 and 27.1.1 are met.

27.1.3 The employee may enroll eligible family members within 30 days after the employee's initial enrollment. Medical, **Vision and Dental** Benefits Plan coverage for eligible family members will be retroactive to date when the employee became eligible for coverage. The employee's additional required Medical, **Vision and Dental** Benefits Plan contribution will be withheld from the employee's next paycheck after the enrollment documentation is completed.

For purposes of this agreement, eligible domestic partners are included as family members.

City required documentation must be provided before eligible family members will be enrolled.

27.1.4 In order to continue eligibility for the Medical, Vision and Dental Benefits Plan, a Seasonal Maintenance Worker must have been paid at least 80 hours in the prior month (excluding hours paid in a third payroll period).

27.1.5 Coverage in the Medical, Vision and Dental Benefits Plan will end at the end of the month in which the ~~When a Seasonal Maintenance Worker ends employment, coverage will not be extended for an additional month if the employee's final paycheck is insufficient to cover the required Medical, Vision and Dental Benefits Plan contribution.~~

~~27.1.6 Seasonal Maintenance Workers will not be eligible for reemployment in a subsequent year if the worker has not paid all past due Medical Benefit Plan contributions.~~

27.2 **City/Employee Contributions**

The City shall contribute for each eligible Seasonal Maintenance Worker ninety percent (90%) of the total Seasonal Maintenance Worker Medical Benefit Plan rates adopted by the City Council for the one party, two party, or family enrollees (whichever applies) for the term of this Agreement. ~~Such contributions will be made for employees eligible for the Medical Benefit Plan after May 1, 2008, through June 30, 2011.~~

Each eligible employee shall contribute ten percent (10%) of the total Seasonal Maintenance Worker Medical, Vision and Dental Benefits Plan rates adopted by the City Council rates for the one party, two party, or family enrollees (whichever applies). The portion of the Medical, Vision and Dental Benefits Plan costs paid by Seasonal Maintenance Workers shall be paid through a monthly pre-tax payroll deduction as allowed under state and federal tax code provisions.

27.3 **Employee Opt Out**

For the term of this Agreement, a Seasonal Maintenance Worker eligible for the Medical, Vision and Dental Benefits Plan who provides proof of alternative medical coverage may choose to opt out of the City provided Medical, Vision and Dental Benefits Plan.

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WAGES

A.B.A.

Amend Schedule A as follows:

Effective July 1, 2011 through June 30, 2012 increase the salary rates of the Seasonal Maintenance Worker classification by one and two-tenths percent (1.2%).

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Effective July 1, 2012 through June 30, 2013 the salary rates of the Seasonal Maintenance Worker classification will be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the index for January, 2012 and the second half 2011 for the City of Portland, Oregon, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1.0%) or greater than five percent (5.0%).

Effective July 1, 2013 through June 30, 2014 the salary rates of the Seasonal Maintenance Worker classification will be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the index for January, 2013 and the second half 2012 for the City of Portland, Oregon, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1.0%) or greater than five percent (5.0%).