



**Labor Agreement
between the
City of Portland, Oregon
and
The City of Portland Professional Employees Association**

July 1, 2010 to June 30, 2013

**THE FOLLOWING IS NOT PART OF THE COLLECTIVE
BARGAINING AGREEMENT BETWEEN
THE CITY OF PORTLAND AND THE UNION.**

The open periods of this contract are as follows:

April 2 – May 1, 2013

Anytime after, but not including, June 30, 2013
until such time as a new agreement is ratified.



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PREAMBLE

This agreement entered into by the City of Portland, Oregon, hereinafter called the City, and the City of Portland Professional Employees Association, hereinafter called the Union, has as its purpose the promotion of harmonious relations between the City and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and conditions of employment.

ARTICLE 1 RECOGNITION

The City recognizes the Union as the sole collective bargaining agent for all employees of the City in permanent or probationary status in all classifications contained in Schedule A of this Agreement employed by the City. The City agrees to recognize all future classifications for which the Union is certified as the sole bargaining agent during the term of this contract.

ARTICLE 2 UNION SECURITY and ACTIVITIES

Section 1, Membership/Fair Share. All employees covered by this agreement shall either (1) become and remain a member of the Union, or (2) tender to the Union the employee's fair share of the cost of negotiating and administering the labor agreement. Any employee objection to the fair share fee, based upon a lawful religious objection, shall require the employee to inform the City and the Union in writing of that objection, and to provide proof of payment of an amount of money equivalent to regular dues and/or special fee assessments to a nonreligious charity.

Section 2, Disclaimer. The Union agrees that it will indemnify, defend and save the City harmless from all suits, actions, proceedings and claims against the City or persons acting on behalf of the City, whether for damages, compensation, reinstatement, or any combination thereof, arising out of the application of this Article.

Section 3, List of Employees. The City agrees to furnish to the Union, on a monthly basis, a list of newly hired employees in positions represented by the Union. The list shall include the employee's name, date of hire, classification, seniority date, the Bureau to which assigned, employee group and subgroup, home address and rate of pay. The date of hire and the seniority date are for general informational purposes only.

Section 4, Dues Deduction. The City shall, within thirty (30) calendar days of permanent appointment, have deducted from the employee's monthly pay a sum equal to the amount of the employee's current Union dues or assessments as certified in writing to the City by the Union President or Treasurer.

Such a deduction shall constitute the employee's dues if the employee is a member of the Union, or shall be the employee's fair share fee/payment in lieu of dues. Such deduction shall be made only if the employee's accrued earnings are sufficient to cover the dues or service fee after all other authorized payroll deductions have been made.

Section 5, Payment. The City shall deduct and disburse dues and fair share fees as provided herein to the Union monthly by one check sent in the month following the month for which the deductions are made, together with an itemized statement to the Union.

Section 6, Employee Rights. The City agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the City or any City representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause, provided that such activity shall not interfere with employees in the performance of their duties.

Section 7, Union Bulletin Boards. The City agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used exclusively by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

Section 8, Union Activities. The parties agree to the primary principle that Union activities will normally be carried on outside of working hours. It is recognized, however, that from time to time it will be necessary for Union activities to be carried on during working hours as, for example, the investigation of a grievance which can only be investigated under working conditions. It is further recognized that there are reasonable limited deviations from this policy such as posting of Union notices and distribution of Union literature which do not require substantial periods of time. Where such activities are necessarily or reasonably to be performed on company time, they may be done without loss of pay to the employees involved.

Effective immediately upon final ratification of this agreement, the Memorandum of Agreement and the accompanying Ordinance # 171704 dated October 30, 1997 shall include all four (4) COPPEA officers to a combined maximum of forty (40) reimbursable hours per month. This will allow the COPPEA officers an opportunity to perform COPPEA business during or adjacent to the normal work schedule for each employee-officer as was agreed in the 10/30/97 ordinance noted above and is only adjusting the available participants from two to four, and a collective ceiling of forty (40) hours total per month. The officers are identified and limited to the President, Vice-President, Secretary and Treasurer. This agreement is in full effect for the life of the existing contract and will remain in full effect unless opened with a minimum of thirty (30) day's notice by either party, or at the end of the current contract.

Section 9, Union Business. Employees elected to any Union office which takes time from their employment with the City shall, upon sufficient notice and at the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed one (1) year, but it shall be renewed or extended upon its expiration for a similar period upon the request of the Union.

ARTICLE 3 SCOPE AND PURPOSE

All matters not covered in this agreement shall be deemed to have been raised and disposed of as if covered herein. The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining.

It is agreed that this document contains the full and complete agreement on all bargainable issues between all parties hereto and/or all for whose benefit this agreement is made, and no party shall be required during the term of this agreement to negotiate or bargain upon any issue whatsoever,

whether or not such subject or matter may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this agreement.

ARTICLE 4 MANAGEMENT RIGHTS

Section 1, General. The City shall exercise the sole responsibility for management of the City and the direction of its work force. To fulfill this responsibility, the rights of the City include but are not limited to: establishing and directing activities of its employees; determining standards of service and methods of operation, including contracting out and introducing new equipment; establishing procedures and standards for employment and promotions, layoffs, and transfers; to discipline or discharge for just cause; determine job descriptions; determine work schedules; assign work; and any other rights, except as expressly limited by the terms of this agreement.

Section 2, Civil Service. Nothing in this agreement shall preclude the Director of the Bureau of Human Resources from exercising his or her authority to classify, or reclassify positions and to establish entrance and promotional examination requirements. Employees shall perform all work assigned that is reasonably within the scope and terms of the classification specification, though not specifically described therein. When a classification decision is made that results in the reclassification of employees into the bargaining unit represented by COPPEA or out of the bargaining unit represented by COPPEA, the City will provide written notice to COPPEA of the classification decision. Nothing in this paragraph, however, restricts the Director of the Bureau of Human Resource's authority as described in the above paragraph, to classify or reclassify positions. (See also Section 5, Reclassification.)

Section 3, Performance Norms and Standards. The parties recognize the City's right to establish and periodically review and revise performance norms and standards. The parties will confer during the term of this agreement with the goal of increasing the efficiency and productivity of the classifications in the unit. Prior to any formal performance norms and standards being adopted, the City will confer with the Union. At the time of adoption of revised performance norms and standards the City shall notify the Union in writing. Employees consistently failing to meet standards and norms may be subject to Articles 21 and 22 of this agreement.

The City will perform performance reviews during employee probationary periods and at least annually thereafter. Copies of performance reviews will be placed in the employees' Bureau personnel files. The City will notify the Union of any failure by an employee to successfully pass the probationary period.

Section 4, Contracting Out. This section shall apply only where the contracting out results in employees represented by the Union being laid off.

(a) The City agrees to notify the President of the Union of any such plan to contract out before the plan is actually executed and contracting out has been done.

(b) Upon notification under section (a) above, the Union shall have fourteen (14) calendar days to demand to bargain. If no demand to bargain is made, the City may implement the contracting

out. If the Union demands to bargain, the parties will bargain under the provisions of ORS 243.698.

Section 5, Reclassification. The Bureau of Human Resources shall give the Union and any incumbent employees notice of any request by the bureau for reclassification of a bargaining unit position. An incumbent employee or the Union may request consultation with the Bureau regarding the potential impact of the reclassification. The consultation request must be made within 10 days of receiving notice. A consultation period of 14 days shall be provided if requested prior to implementing the reclassification. The Union also agrees to notify the bureau head, in writing, of any request by a bargaining unit employee for reclassifications. (See also Section 2, Civil Service.)

Section 6, New Technology. In the event of implementation of a new technology which, because of a lack of qualifications of employees, may result in the lay off of employees or in the creation of a new job classification, the employer shall meet with the Union, at its request, to discuss training possibilities and other methods which might exist to reduce the impact on employees.

In the event of changes to the business requirements of customer bureaus, federal or state agencies, or industry oversight groups, the City can require employees to pass a criminal history check or background investigation. An employee required to undergo a criminal history check or background investigation will be informed of the reason for it as well as the components of the check or investigation. Members who fail to pass a criminal history check or background investigation shall be laid off in accordance with the provisions of Article 20.

If such an employee is not qualified to bump into a position under the provisions of Article 20, he may request assistance from the Bureau of Human Resources to place him in a vacant position elsewhere in the City under the terms and conditions of Appendix B.

Section 7, Limited Duration Employees. The City may appoint limited duration employees to perform work of known duration of generally not more than three (3) years subject to the following:

(a) Limited duration employees will be appointed in the same manner as employees appointed to positions in the classified service.

(b) Limited duration employees shall have all the responsibilities and contractual rights of a probationary/permanent employee except that they shall have no rights to bump probationary/permanent employees, no right to placement on the laid off list and no right to recall. Limited duration employees shall be subject to bumping by probationary/permanent employees with greater seniority in the classification. Limited duration employees cannot bump temporary employees nor do temporary employees have to be terminated when a limited duration employee's appointment ends.

(c) The appointing bureau will notify the Union at least ten (10) days prior to making an appointment of a limited duration employee. The Union shall respond in writing within ten (10) working days if they wish to discuss the appointment; otherwise, the bureau may proceed to

appoint the employee. If the bureau needs to make an appointment prior to the ten (10) day response period, the bureau will contact the Union to request a quicker response.

(d) A limited duration employee will become a permanent employee, with all seniority rights, if any one of the following occur:

i. They are continuously employed in the same classification, by the same bureau, for more than three (3) years unless the Union and the bureau mutually agree to extend the length of the limited duration appointment.

ii. The bureau notifies the Union in writing that they are removing the employee's limited duration status.

iii. A limited duration employee who becomes a permanent employee under the provisions of (i) or (ii) and completes the required probationary period will have his service time as a limited duration employee from that assignment added to his continuous service as a permanent employee.

(e) If a limited duration employee becomes a permanent employee, their permanent employment date will be the date of their permanent appointment.

(f) The City will determine when a project has been completed and when a limited duration employee's appointment ends.

(g) Limited duration employees may be transferred like other employees and may place themselves on the citywide transfer list. At the end of a limited duration employee's appointment, he/she may be placed on the City's transfer list for up to three years. The City may reemploy limited duration employees on the transfer list as either a permanent employee or, subject to c. above, a limited duration employee.

Section 8, Temporary Employees. The City shall not appoint or retain temporary employees in a classification for which an eligible register exists. Within ninety (90) days of the posting of an eligible register, the bureau shall remove all temporary employees from the classification.

Section 9, Rehired Retirees. Retirees who are eligible to draw PERS or OPSRP benefits, who have applied for such benefits, or who are receiving said benefits, and are subsequently rehired by the City into a classification in Schedule A, shall be members of the bargaining unit. The only terms and conditions of this Agreement that shall apply are Article 1 – Recognition, Article 2 – Union Security, Sections 1 and 2, and Schedule B – Salary Rates. All other terms and conditions of employment for Rehired Retirees shall be solely determined by the provisions of Human Resources Administrative Rules 3.06. Notwithstanding Section 8, above, the City may hire Rehired Retirees as temporary, at-will employees for up to one (1) continuous year in a particular position.

**ARTICLE 5
STRIKES AND LOCKOUTS**

Section 1. There shall be no strike or other cessation of, or interference with, work by the employees or the Union during the term of this agreement.

Section 2. There shall be no lockout of employees instituted by the City during the term of this agreement.

**ARTICLE 6
GENERAL PROVISIONS**

Section 1, Nondiscrimination.

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

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

Section 2, Probation.

(a) The probationary period for a full-time employee serving an initial probationary period in a COPPEA represented classification shall be nine (9) months. The probationary period for a full-time employee being promoted to a higher classification shall be six (6) months.

(b) The probationary period for a part-time or job-share employee serving an initial probationary period in a COPPEA represented classification shall be twelve (12) months. The probationary period for a part-time or job-share employee being promoted to a higher classification shall be nine (9) months.

(c) The probationary period may be extended for a period not to exceed ninety (90) days by mutual agreement between the Director of the Bureau of Human Resources, the Union and the affected employee.

Section 3, Uniforms and Protective Clothing.

(a) The City agrees to continue furnishing and replacing any uniforms, protective or safety clothing and equipment that is needed by the employee to perform his/her duties, with the exception that the City shall reimburse employees – up to a total maximum of \$100 per calendar year – for their purchase or replacement of safety shoes, prescription safety glasses, rain gear, or insulated clothing needed by the employee to perform his/her duties. If an eligible employee received no reimbursement the previous calendar year, then up to \$150 may be reimbursed.

(b) Employees shall be instructed as to the safety apparel and/or equipment required for the work to be performed and the proper use thereof.

(c) An employee shall be eligible for the reimbursement after completion of the probationary period for the initial appointment to the position needing the protective clothing described in subsection (a) above.

Section 4, Classification Study. If the City commissions or conducts a study of job classifications of jobs covered by this agreement, the City shall make available to the Union a copy of the tentative report to foster Union input, and a copy of the final report to such study.

Section 5, Contract Printing. The City shall, within thirty (30) working days of City Council approval of this labor agreement, have copies of this agreement printed and bound and distributed to the Union at a charge equivalent to the City's cost of production. The number of copies shall be equal to the number of current employees represented by the Union plus fifty (50) extra. Costs of additional copies for use by non-Union personnel will be borne by the City.

Section 6, Safety. The City will exert every reasonable effort to provide and maintain safe working conditions, and the Union will cooperate to that end. The willful violation of any State or Federal safety law by an employee shall be cause for disciplinary action or discharge.

ARTICLE 7 LABOR MANAGEMENT COMMITTEE

The City and the Union agree to the continuation of a COPPEA labor/management committee to study issues of mutual interest to the parties.

(a) The City and the Union shall each appoint not less than two (2) or more than four (4) members to this Committee. A meeting may be requested by either party at a mutually convenient time and place.

(b) The committee will meet within sixty (60) days of the signing of this agreement and a minimum of one meeting each quarter for the duration of the existing contract.

(c) A quorum of half of the City and half of the Union members is required for the committee to convene and take action. An absent committee member may designate a substitute with full authority. Any committee member may invite one or more visitors to attend committee meetings.

(d) The committee shall select its co-chairpersons, comprised of one (1) Union representative and one (1) City representative, who shall serve at the pleasure of the committee.

(e) Issues of mutual interest to the parties shall be based on consensus and mutual agreement. These may include issues such as: how can leave time be more flexible, exploring methods to address sick leave abuse, and how to recognize superior performance of employees. However, issues regarding individual employee performance or disciplinary action will not be subject to committee discussion.

(f) Committee decisions and recommendations shall be made on a consensus basis. The committee shall be responsible for establishing internal committee decision-making processes.

- (g) Members of the committee shall be allowed to attend committee meetings on on-duty time.
- (h) Meeting minutes shall be made and forwarded to the designated bargaining representative for the City and the Union, in addition to the designated committee members.
- (i) During collective bargaining for a successor contract, the committee will discontinue meeting.
- (j) Any recommendation which would alter or amend the terms of this Agreement shall not be binding on the City or the Union unless ratified by the Union membership and the Portland City Council.
- (k) Recommendations that would alter or amend the terms of this Agreement shall not be binding on the City or the Union unless approved by a written memorandum of understanding signed by the President of the Union and the Director of the Bureau of Human Resources.
- (l) Nothing shall prohibit individual bureaus from creating separate Labor Management Committees with the Union to study issues of mutual interest to the individual bureaus and their employees. Bureau committees shall not amend or alter the terms or application of this Agreement.

**ARTICLE 8
SAVINGS CLAUSE**

Should any article, section or portion hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such article, section or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

**ARTICLE 9
TERMINATION**

This Agreement, as amended, shall be extended for the period of three (3) years, from July 1, 2010 through June 30, 2013.

From June 30, 2013 forward, unless either party notifies the other in writing no later than April 1, 2013 that it wishes to modify this Agreement, the Agreement will automatically renew. If either party gives notice to the other as herein provided, the City and the Union agree to meet and negotiate without unnecessary delay. This Agreement shall remain in full force and effect during periods of negotiations.

ARTICLE 10 HOURS OF WORK

Section 1, Regular Hours. The regular hours of work each day shall be consecutive except for meal periods.

Section 2, Work Shift and Week.

(a) The following are descriptions of allowed employee work shifts and weeks. All work weeks shall not exceed forty (40) hours and shall include two (2) consecutive days off.

(i) STANDARD. The Standard Work Shift shall consist of a fixed schedule of eight (8) hours of work within a day.

(ii) ALTERNATE. The Alternate Work Shift shall consist of a fixed schedule not exceeding ten (10) hours of work within a day.

(iii) VARIABLE. The Variable Work Shift shall not exceed eleven (11) hours of work within a day. The Variable Work Shift shall have an agreed upon schedule of hours that may vary to reduce the cost of overtime or meet other needs of the City or employee.

(b) The Standard work shift and week is required unless both the City and the employee agree in writing to Alternate or Variable work shifts and weeks. Either the City or the employee may require a change to a Standard work shift and week by written notice seven (7) calendar days before the change is to become effective.

(c) Notice of change in an employee's regular work schedule, excluding overtime work required, shall be given to the affected employee at least seven (7) calendar days before the change is to become effective. The city must provide this notice in writing and the change must be effective for at least seven (7) calendar days.

(d) Emergency schedule changes. An emergency schedule change shall be defined as a situation beyond the control of the City for which the City could not pre-plan. Employees may have their work shift as defined in Article 19, Section 8, and week changed as the result of an emergency without the notice required in subsection (c) above. Employees will be paid at the rate of one and one-half times his or her regular rate for the first shift of the schedule change.

Employees shall maintain their rights to their regular work shift and week and will be returned to their regular schedule at the end of the emergency.

(e) Employees working any of the allowed work shifts and weeks may, to meet the needs of the City or the employee, occasionally adjust their hours of work by working fewer hours than scheduled on one day and making up for those hours by working an equivalent number of additional hours on another day in the same work week. Such scheduling adjustments will be by mutual agreement between management and the employee, and regardless of any other provisions of this Agreement, will not result in overtime pay.

Section 3, Continuous Operations. Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is

regularly-scheduled employment for twenty-four (24) hours a day, seven (7) days a week. The work week for employees engaged in continuous operations shall normally consist of four (4) or five (5) consecutive work shifts.

Section 4, Rest Periods. Except in emergency situations, all employees' work schedules shall provide for fifteen (15) minute rest periods during each one-half (1/2) shift. Rest periods shall be scheduled at the middle of each one-half (1/2) shift whenever feasible. Emergency situations are defined as situations where loss of life and/or serious public or private property damage is possible. Employees shall not receive additional pay for rest breaks that are not taken.

Section 5, Meal Periods.

(a) All employees shall be granted an unpaid meal period of not less than one-half (1/2) hour or more than one (1) hour during each work shift unless extended by mutual agreement of the employee and their supervisor. Whenever possible, the meal period shall be scheduled approximately mid-shift. Employees shall not receive additional pay for meal periods that are not taken.

(b) An employee required to work more than two (2) hours beyond the regular quitting time shall be allowed a one-half (1/2) hour meal period on the City's time, prior to starting the two-hour overtime period; however, should the employee fail to work the full two (2) hours beyond the completion of the meal period, the one-half (1/2) hour meal period will be disallowed, and the employee paid for all time actually worked. After two (2) hours' work beyond the completion of the meal period, an employee shall be allowed a paid fifteen (15) minute rest period. Four (4) hours after completion of the above meal period, an employee shall be allowed a one-half (1/2) hour paid rest period.

(c) Present practices as to furnishing meals shall be continued.

Section 6, Clean-Up Time. Employees whose work requires personal clean-up prior to leaving the City's premises or job site shall be allowed necessary time for doing so prior to the end of the shift but not to exceed fifteen (15) minutes. Work schedules shall be arranged so employees may take advantage of this provision where it is applicable.

**ARTICLE 11
HOLIDAYS**

Section 1, Holidays.

(a) The following holidays shall be recognized and observed as guaranteed paid holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day and every day appointed by the President of the United States, or the Governor of the State of Oregon as a national or state holiday for all citizens.

(b) Every full-time employee is entitled to a day off with pay on a holiday. A holiday shall be defined as eight (8) hours. After completion of six (6) months' service, each full-time employee covered by the terms of this agreement shall receive three (3) personal holidays per calendar year.

(c) Permanent part-time employees who share a budgeted full-time position and serve for forty (40) hours each pay period shall be allowed four (4) hours of pay for each designated City holiday. After completion of nine (9) month's service, each permanent job share employee covered by the terms of this agreement shall receive twelve (12) hours personal holiday time per calendar year.

(d) Permanent part-time employees who serve at least forty (40) hours but less than seventy-two (72) hours each pay period shall be entitled to eight (8) hours of holiday pay prorated for their Full-Time Equivalent (F.T.E.) designation when designated City holidays coincide with their scheduled work hours. After completion of nine (9) month's service, each permanent part-time employee covered by the terms of this agreement shall receive twelve (12) hours personal holiday time per calendar year.

(e) The personal holidays and vacation leave shall be arranged by mutual agreement between the employee and the City.

(f) Vacation and personal holiday accounts shall be combined. The first three (3) days, or twelve hours in the case of a part-time or job share employee, taken off by an employee during a calendar year shall be considered personal holidays. Vacation days may be utilized one day at a time and may be utilized as personal holidays. Personal holidays may only be used during the calendar year in which they accrue. Failure to use the personal holidays by the end of the calendar year will result in forfeiture of that portion of the personal holiday time not used.

(g) Whenever any of the holidays listed in Subsection (a) falls on Saturday, the Friday before such holiday shall be observed as the holiday. Whenever any of the holidays falls on Sunday, the following Monday shall be observed as a holiday.

(h) For employees engaged in continuous operations as defined in Article 10, Section 3, the Christmas Holiday shall be observed on December 25, the New Year's holiday on January 1, and Independence Day on July 4.

Section 2, Eligibility Requirements. Employees shall be eligible for holiday pay under the following conditions:

(a) The employee would have been scheduled to work on such day if it had not been observed as a holiday.

(b) The employee worked on a scheduled work day immediately preceding and immediately following the holiday unless the employee was on pay status for the entire day before and day after the holiday.

(c) If a holiday is observed on an employee's first scheduled day off, the day before such holiday shall be considered as a holiday and paid as such. If a holiday falls on an employee's second or third day off, then the first scheduled work day following the holiday shall be considered as a holiday and paid as such.

Any employee who accrued postponed holidays prior to the effective date of this agreement shall use those accrued postponed holidays by June 30, 2013 or forfeit any postponed holiday hours not used.

(d) If a holiday is observed during an employee's vacation period, the employee shall be paid for such holiday and it shall not be counted against the employee's accumulated vacation leave.

(e) If an employee is on paid sick leave and a holiday is observed, the employee shall be paid for such holiday and it shall not count against the employee's accumulated sick leave.

(f) Full-time employees who are on work schedules other than eight hours per day, five consecutive days per week will receive full vacation and sick leave accrual for each of the observed holidays for which they are entitled to be paid.

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 of holiday pay they receive under this Article and their regular shift hours.

Part-time 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 holiday pay they receive under this Article and their regular shift hours.

Section 3, Holiday Work. All time worked on any of the holidays listed in Section 1 of this Article shall be paid for at the rate of time and one-half in addition to the employee's holiday pay. Employees in FLSA exempt Information Technology classifications directed to work on a holiday are entitled to defer the holiday with pay until a later date. The deferred holiday shall be taken at the mutual convenience of the employee and the bureau.

ARTICLE 12 SICK LEAVE

Section 1, General

(a) Any employee contracting or incurring any non-service-connected sickness or disability, which renders such employee unable to perform the duties of employment, shall receive sick leave with pay in accordance with present practice, except as otherwise provided herein.

(b) Full-time employees shall accrue four (4) hours' sick leave for each two (2) weeks of service unless the employee is in non-pay status for an entire pay period.

(c) Employees who share a budgeted full-time position and serve a minimum of 40 hours each pay period shall be allowed to accrue sick leave at one-half the full-time rate.

(d) Permanent part-time employees who serve at least forty (40) hours but less than seventy-two (72) hours each pay period shall be allowed to accrue sick leave in accordance with the number of hours served.

(e) Sick leave credits shall be allowed to accrue during the first twelve (12) months of continuous absence due to an accepted worker's compensation claim.

(f) Permanent employees, including those in probationary status, shall be eligible for use of earned sick leave after ninety (90) days' service with the City.

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

(h) If an employee has accumulated more than three hundred and ninety-nine (399) hours of sick leave, the employee may use a maximum of four (4) consecutive calendar days sick leave without a doctor's certificate. Otherwise, the employee will be entitled to use a maximum of three (3) consecutive calendar days' sick leave without a doctor's certificate. If an employee is on sick leave prior to the regular weekly scheduled days off, the scheduled days off will not be counted for the purpose of requiring a doctor's certificate. Any employee who is reasonably considered to be misusing sick leave may be required to furnish a doctor's certificate for each future day of illness in a given period not to exceed six (6) months. Any employee who is determined to be misusing sick leave may be subject to discipline.

(i) Sick leave usage during vacation will be in accordance with the City's Human Resources Administrative Rules on Sick Leave.

(j) Prior to adoption of any standards regarding sick leave abuse, the City will confer with the Union. At the time of adoption of any standards of abuse, the City will notify the Union in writing.

Section 2, Attendance Incentive.

(a) If an employee has a balance of one hundred (100) hours or more of sick leave at the end of the calendar year and has used less than one-half their annual sick leave accrual (51 or fewer hours for full-time employees, 25.5 hours for half-time employees) in that calendar year, that employee is eligible to have up to 15% of their remaining sick leave accrued in that calendar year converted to vacation leave. Requests for conversion may be made once per calendar year and must be made during the period between the first pay period and June 30th of the calendar year following the calendar year in which the incentive is earned. Eligibility for part-time employees is pro-rated to their Standard Hours Designation.

(b) Sick leave used for one or more of the following reasons shall be excluded for purposes of determining attendance incentive eligibility:

1. An absence which qualifies under the FMLA and/or OFLA; or
2. An absence due to disability under the ADA which does not qualify under the FMLA and/or OFLA, provided the absence is requested by the employee and approved by the Bureau as a reasonable accommodation under the ADA.

It is further provided that in order for sick leave to be excluded from attendance incentive eligibility, the employee must immediately notify the bureau that the absence qualifies under an exclusion, and the bureau must approve the exclusion. Employees shall provide medical documentation to verify any excluded absence. Failure to request an exclusion within ten working days of an employee's return from absence shall mean that the absence will not be excluded for purposes of determining attendance incentive eligibility.

(c) The provisions of this section will sunset June 30, 2013 unless extended by the mutual agreement of the parties.

Section 3, Industrial Leave. During an absence for an industrial accident or disease which has been accepted by the Bureau of Risk Management or determined by the Workers Compensation Department to be compensable, the City shall maintain the employee's health and welfare benefits for the duration of the time loss payments, provided the employee was eligible for City-paid benefits at the time of the accident or disease and remains employed by the City during the absence.

Section 4, Maximum Accumulation. The maximum sick leave accumulation shall be unlimited.

Section 5, Unused Sick Leave on Retirement. The City agrees to convert unused sick leave credits, upon retirement, to a PERS Supplement, as contemplated by Chapter 238 or 238A of the Oregon Revised Statutes.

Section 6, Supplemental Pay.

(a) During an absence due to an industrial accident which has been accepted by the Risk Management Division, any employee covered by this agreement shall be entitled to receive an income supplement from the City for as many days as s/he had accrued sick leave prior to the accident. The amount of supplement is designed to provide the employee no more net compensation while on time loss than s/he would have received while working their regular hours.

(b) On an employee's date of hire, s/he shall be credited with a total of fifteen (15) days of industrial accident leave. Such leave shall be available for time lost because of industrial injury for two years from the employee's date of hire. Such leave credits shall be used prior to the supplement outlined in subsection (a) above.

(c) Payments made by the City under subsections (a) and (b) shall not be charged to accrued sick leave.

Gross Supplemental Pay =

$$\frac{[Base Rate * Regular Hours] - Deductions - W.C. Timeloss - [Gross Pay * [1 - \frac{Deductions}{Normal Gross Pay}]]}{1 - \frac{Deductions}{Normal Gross Pay}}$$

Section 7, Offset for Dual Payments of Sick Leave and Time Loss. The City and the Union agree that no employee should receive full wages in paid sick leave while also receiving time loss payments on a workers' compensation claim. The parties therefore agree as follows:

(a) Where the dual payment results from the employee filing a claim for time loss payments for an injury or disease after the employee has taken paid sick leave for the same condition, the City may recoup the sick leave paid, either by deductions from gross wages per pay period in an amount not exceeding 20% gross wages until the total overpayment is recouped, or the City and the employee may, by mutual agreement, provide for some other means for repayment. Upon repayment of the total amount of the excess, the employee's sick leave account shall be credited with the sick leave used.

(b) Where the dual payment results from the City's denial of a worker's compensation claim which ultimately is determined to have been compensable, the overpayment may not be recovered by the City through payroll deductions, nor may the sick leave used be recredited to the employee's account, unless the City and employee agree and arrange, in writing, for recovery and recrediting.

ARTICLE 13 FAMILY LEAVE

Section 1, General. To provide employees the opportunity to balance their family commitments with their employment obligations, the City shall grant Family Leave to employees in accordance with the Federal Family and Medical Leave Act of 1993 and The Oregon Family Leave Act (ORS 659A.150 through 659A.186), and as designated in the City's Human Resources Administrative Rules and/or administrative procedures. For purposes of Family Leave, the City agrees that "spouse" includes "domestic partner."

Section 2, Changes. Any subsequent changes in the law or the Administrative Rules will be incorporated into this Agreement. Specific rules and/or administrative procedures are available from bureau timekeepers or the Bureau of Human Resources.

Section 3. During periods of leave covered by the Federal Family and Medical Leave Act and the Oregon Family Leave statutes identified above, eligible employees shall be required to use accrued or accumulated paid leaves, including vacation and, when applicable, sick leave, prior to a period of unpaid leave of absence. The use of sick leave shall be governed by Article 12 except as indicated below in this article.

Section 4, Family Leave. If an employee has qualified for family medical leave and has exhausted all other forms of paid leave, the employee may use sick leave in cases of a "serious health condition" (as defined in ORS state law) in the employee's immediate family (as defined in ORS state law and Article 18 Domestic Partners of this Labor Agreement). If the duration of the employee's family leave is longer than the amount of the employee's accrued paid leave (not including sick leave), the employee may choose to be placed on unpaid leave of absence or sick leave for the duration of the family leave after using all other accrued paid leave. In no event may an employee use sick leave under this section to extend family leave beyond twelve (12) weeks per calendar year.

Section 5, Parental Leave. In cases where an employee is eligible for Oregon Family Leave and has been granted leave to care for an infant or newly adopted child under 18 years of age, or for a newly placed foster child under 18 years of age, or for an adopted or foster child older than 18 years of age if the child is incapable of self-care because of a mental or physical disability (“parental leave”) the employee shall be allowed to use sick leave, vacation credits or compensatory time during the period of leave for the above purpose, as provided by State law.

Section 6. Notwithstanding the provisions above, an employee may hold back all compensatory time and whatever vacation is necessary to accumulate a total of eighty (80) hours of combined compensatory and vacation time for use upon return from Family Leave.

Section 7. 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.

**ARTICLE 14
VACATIONS**

Section 1, Accrual. All employees shall receive vacation leave with pay as follows:

(a) Annual vacation leave for employees shall be computed on the basis of all time in pay status during each calendar year. The rate that annual vacation leave accrues shall depend upon the number of years total service for the City, whether or not total service was broken. Beginning with January 1, of the year in which a full-time employee reaches the following service anniversaries, vacation leave shall accrue at the following rate:

<u>Anniversary</u>	<u>Accrual Rate Per Bi-Weekly Period</u>	<u>Equivalent Annual Vacation</u>
Entry	3.08 hours	80 hours
5	4.62 hours	120 hours
10	5.38 hours	140 hours
15	6.15 hours	160 hours
20	6.92 hours	180 hours
25	7.69 hours	200 hours

(b) Employees who share a budgeted full-time position and serve for forty (40) hours in each pay period shall be allowed one-half the accrual rates outlined in subsection (a) above. The rate that annual vacation accrues shall depend upon the number of years of total service for the City, whether or not total service was broken. Progression to higher accrual rates will occur beginning with January 1 of the year in which the employee reaches the service anniversaries listed in (a) above.

(c) Permanent part-time employees who serve at least forty (40) hours but less than seventy-two (72) hours each pay period shall accrue vacation in accordance with the number of hours served. The rate that annual vacation accrues shall depend upon the number of years of total service for the City, whether or not total service was broken. Progression to higher accrual rates will occur beginning with January 1 of the year in which the employee reaches the service anniversaries listed in (a) above.

(d) An employee's vacation is deemed earned and shall be accredited each payroll period, but shall not be available until completion of one (1) month of continuous service.

Section 2, Total Service. In computing vacation "anniversary" date as used in Section 1 of this Article:

- (a) Includes time while on leave of absence with pay or military leave without pay.
- (b) Includes any time under temporary appointment in City service, employment by the Commission of Public Docks, the Exposition-Recreation Commission, and the Portland Development Commission.
- (c) Includes absence because of an on-the-job injury up to one (1) year.
- (d) Excludes time in City service for which employee receives or received pension benefits.

Section 3, Continued Vacation Accrual. Employees shall continue to accrue vacation credit for a period of one (1) year because of an absence caused by on-the-job injury, provided that the employee returns to work in accordance with the City's Human Resources Administrative Rules on Vacation Leave.

Section 4, Maximum Vacation Accrual.

- (a) Vacation credits may be accumulated up to a maximum of two (2) years' earnings as of the end of the first payroll period in January. Any credits in excess of that amount will be forfeited at that time. Credits accrued after that date shall not be reviewed until the following January. The scheduled usage of vacation time shall conform to manpower requirements established by the bureau. If a forfeiture of credits is the result of the City's canceling an approved vacation in the latter part of the calendar year or the result of an extended industrial injury, then the Commissioner in charge shall allow the restoration of forfeited credits.
- (b) Whenever an employee is laid off or terminated, the accrued vacation time shall be paid to the employee in a lump sum.

Section 5, Scheduling Vacation Leave. Employees shall be permitted to choose either an hourly, daily, weekly, split or entire vacation, and shall have the right to determine their vacation leave times on the basis of seniority in accordance with schedules established by the bureau. However, employees must receive prior approval for use of vacation time. Employees may exercise this seniority option only once during any calendar year.

ARTICLE 15 LEAVES OF ABSENCE

Section 1, General Provisions.

- (a) Employees may be eligible for leaves of absence after thirty (30) calendar days' service with the City. Leaves of absence under this Article shall be without pay unless indicated otherwise.

(b) Any request for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires.

(c) Requests for leave of absence of thirty (30) calendar days or less may be granted by the bureau head or his/her designee. All employer paid health, dental, vision and life insurance benefits will be continued during this period. Leaves for more than thirty (30) calendar days may be approved by the Commissioner-in-Charge, and such leaves may be extended or renewed for any reasonable period. No request including a request for paternal leave, shall be denied for arbitrary or capricious reasons.

(d) Requests for short leaves of absence, leaves not exceeding thirty (30) calendar days, shall be answered in writing within five (5) days, Saturdays, Sundays and holidays excluded. Requests for leaves of absence exceeding thirty (30) calendar days shall be answered in writing within fifteen (15) days, Saturdays, Sundays and holidays excluded.

Section 2, Jury Duty. The City shall encourage its employees to serve when called for jury duty and shall pay the difference in the employee's salary and monies received from such jury duty to the employee, except the mileage allowance. If an employee is subpoenaed to appear in a State or Federal court as a witness, the employee shall receive the difference in the employee's salary and monies received as witness fees, except the mileage allowance, subject to the provisions of the City's Human Resources Administrative Rules on Jury Duty Leave.

Section 3, Military Leave.

(a) Any employee who is a member of the National Guard or the military or reserve forces of the United States and who is ordered by the appropriate authorities to active duty, extended tour, to attend a prescribed training program or to perform other duties under the supervision of the United States or this State, shall be granted a leave of absence with pay up to fifteen (15) calendar days per year; provided, however, that the employee must have been an employee of the City for six (6) months prior to the request for leave as provided in the City's Human Resources Administrative Rules on Military Leave and ORS 408.290.

(b) Leaves of absence without pay for a period in excess of fifteen (15) calendar days shall be granted during the period of such activities.

(c) Any employee who enters into active service in the armed forces of the United States while in the service of the City shall be granted a leave of absence for the period of military service.

Section 4, Maternity Leave. Leave will be granted for pregnancy. The time for commencing and terminating such leave will be a medical determination certified by the attending practitioner. Sick leave and vacation credits may be used to cover all or part of the absence. Leave without pay for a pregnancy-related disability will be granted upon request.

Section 5, Education. Special consideration will be given to requests for leave of absence from employees with one (1) year's service or more for educational purposes directly related to the applicant's career goals for continued employment with the City.

Section 6, Funeral Leave.

(a) An employee absent from duty by reason of the death of an identified member of his/her family shall be allowed time off with pay not to exceed three (3) days for the purpose of this section. Family members are the following: spouse, domestic partner, parents, including legal guardians; children, including adopted and foster children or other ward; grandparents and grandchildren; brother; sister; 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, and step-grandparents; and the equivalent relatives of the employee's spouse or domestic partner.

(b) An additional maximum of two (2) days' leave with pay shall be allowed an employee for necessary funeral travel on approval by the bureau head.

(c) Under exceptional circumstances, leave for death may be granted by the Commissioner-in-Charge (or his designee) upon the death of a person other than the employee's family members listed above.

Section 7, Return from Leave Rights. Return from leave rights under this provision shall correspond to the period of leave granted.

(a) Leaves of absence of six (6) months or less: Employees shall be returned to the same or comparable position held at the time of commencement of leave, provided that at the time of the return they have greater seniority than other qualified employees. An employee desiring to return to work before his/her leave is scheduled to end must give the City ten (10) days' written notice of the intent to return.

(b) Leaves of absence of more than six (6) months: An employee desiring to return to work must give the City ten (10) days' written notice of the intent to return. If a vacancy does not exist at the time such employee decides to return from a leave, his/her name shall be placed on the appropriate laid off list in accordance with seniority and qualifications. An individual and the City may agree in writing that an employee will be assured reemployment to the same or comparable position upon return subject to the seniority provisions of this article. Such agreements will be non-precedent setting.

(c) The current City policy regarding notification of employees pending lay off, in effect at the date of the contract, shall continue to be followed. Any disagreement as to the qualifications of employees in regard to this section may be taken up through the grievance procedure. **(SEE ARTICLE 20, SECTION 8 FOR SENIORITY.)**

**ARTICLE 16
HEALTH AND WELFARE**

Section 1, Labor/Management Benefits Committee.

(a) The parties agree to the continuation of the citywide Labor/Management Benefits Committee. The Committee will consist of 12 members. One member shall be appointed from each of the following labor organizations: the District Council of Trade Unions (DCTU), the Portland Fire Fighters' Association (PFFA), the City of Portland Professional Employees

Association (COPPEA), AFSCME, Local 189 representing Emergency Communications Operators (BOEC), Municipal Employees, Local 483 representing Recreation Instructors (Recreation) and the Portland Police Commanding Officers Association (PPCOA). The remaining six members shall be appointed by the city.

(b) A quorum of ten (10) voting members is required for the Committee to take action. An absent Committee member may designate a substitute with full voting authority. Any Committee member may invite one or more visitors to attend Committee meetings.

(c) The Committee shall select its chairperson, who shall serve at the will of the Committee.

(d) In order to make a recommendation to the City Council, at least ten (10) Committee members must vote in favor of the recommendation. The Committee shall be responsible for establishing internal Committee voting and decision-making processes.

(e) Members of the Committee shall be allowed to attend Committee meetings on-duty time. In the event meetings are scheduled outside the regular shift hours of a Committee member, the city shall make every effort to adjust the shift of the member to allow the member to attend while on duty.

(f) The Committee shall meet at least quarterly, and shall make written recommendations regarding plan design changes in the employee benefits program to the City Council no later than April 1 of each year.

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

Section 2, Benefits Eligibility.

(a) Permanent full-time employees shall be eligible for medical, dental, vision and life insurance coverage the first of the month following the date of hire. Permanent full-time employees shall cease to be eligible as provided herein for medical, dental, vision and life insurance coverage as of the last day of the month following the date of unpaid leave status or their separation from active employment. Medical, dental, vision and life insurance benefits will be paid at 100% of the city contribution for those employees who have a Standard Hours designation of at least seventy-two hours in a pay period in a benefits eligible, budgeted position. For purposes of this agreement, full-time is defined as a position normally requiring the full services of an employee

for at least nine-tenths of the normal working hours of a biweekly payroll period, or other work period established pursuant to FLSA, on a continuing basis.

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

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

Standard Hours Per Bi-Weekly Pay Period	Percentage of Full-Time Employee Contribution
40 - 45	50%
46 - 55	63%
56 - 63	75%
64 - 71	88%
72 - 80	100%

The percentage of benefits shall be based on the employee's Standard Hours as of May 1 of each year. Changes to that status will only be made in the event that there is a change in position and/or a change in Standard Hours that will exceed six months. For purposes of this agreement, part-time is defined as a position requiring the full services of an employee for at least half but less than nine-tenths of the normal working hours of a biweekly payroll period, or other work period as established pursuant to FLSA, on a continuing basis.

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

(c) Job-share is defined as a full-time position designated by the appointing authority that is or may be shared by two employees. The amount of non-elective contributions that the City will make on behalf of its permanent job-share employees shall be fifty percent (50%) of the maximum amount it makes on behalf of full time employees.

(d) Medical, dental, vision and life insurance benefits may be denied to employees who are in a pay status for less than eighty (80) hours during a calendar month by the withholding of city-paid premiums for the subsequent month. Employees who become ineligible for City paid benefits will have the right to continue coverage on a self-pay basis in accordance with state and federal law.

Section 3, City Contributions.

(a) For the term of the Agreement a benefits eligible employee who has alternate group medical coverage may choose to opt out of City provided medical coverage. A full-time employee who chooses to opt out shall not be required to pay the contribution in Clauses 16.3(c) and shall receive a cash payment every payday (except for the third payday in a month) as follows:

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

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

City Contribution	One Party	\$152.72 per payday
	Two Party	\$121.90 per payday
	Family	\$94.90 per payday

(c) Effective July 1 of each year of this Agreement, the City contribution rate provided in previous year shall be adjusted to reflect the full annual percentage increase in the medical care component in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) current base period measured by the reported percentage change between the 2nd Half of the most recent calendar year and the second half of the second most recent calendar year as published by the federal Bureau of Labor Statistics. However, in no event shall the contribution rate increase be less than two percent (2%) or greater than ten percent (10.0%).

(d) For the term of the Agreement the City shall contribute ninety-five percent (95.0%) of the combined total medical, vision and dental rates adopted by City Council for the one party, two-party or family enrollees (whichever applies) for each of the medical, dental, and vision options provided. Each employee shall contribute five percent (5%) of the combined total medical, vision and dental rates adopted by City Council for the one party, two-party or family enrollees (whichever applies). 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 information forwarded to the Union president.

(e) The City shall pro-rate the cash payment and City contribution in Section 3 (d) above for part-time benefits eligible employees based on the standard hours schedule. (See Section 2.)

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

Section 4, Health Fund Reserves.

(a) The Health Fund shall be maintained with adequate reserves to meet fund obligations, which include claims, Incurred But Not Reported Claims Reserves, and Large Claim Reserves. The

committee shall make recommendations to the city Council on creating other reserves as appropriate.

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

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

Section 5, Retiree and Survivor Benefits.

(a) The City shall make available to a retired employee, spouse (or domestic partner) and children, or to the surviving spouse (or domestic partner) and children, or to a surviving spouse or domestic partner, the same medical, dental, and vision benefits offered to active employees. The cost of the plans shall be borne by the retiree, surviving spouse, or surviving domestic partner. Such coverage shall be made available through the City until the retiree and/or the spouse (or domestic partner) becomes eligible for federal Medicare coverage.

(b) The City shall provide to the spouse (or domestic partner) and eligible dependent children of an employee who is killed on the job, the same medical, dental and vision benefit plans available to active employees. The City agrees to continue the City contribution for the spouse (or domestic partner) and eligible dependent children until the spouse (or domestic partner) becomes eligible for federal Medicare or remarries (or establishes a new domestic partnership) and for each dependent child to the age which meets the eligibility requirements of the health plan in which they are enrolled.

(c) The promise of the City to provide insured plans is dependent upon the continuing availability of such plans from an insurance carrier and the qualification by the retired employee with the plan while the retiree was employed with the City. Should an insurance carrier terminate the plan, the City shall attempt to replace it.

Section 6, Life Insurance.

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

(b) The City shall make available supplemental life coverage on a voluntary, employee paid basis.

Section 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.

Section 8, Federal Health Legislation. If the Federal Government enacts Federal Health Legislation, or if any taxing authority taxes or otherwise limits or restricts health care benefits paid by the City, the City and the Union will immediately negotiate on the effect of that legislation as it pertains to this Article.

Section 9, Disability Insurance. The City shall continue to provide Long Term Disability plan coverage as an election under the Plan.

Section 10, Retirement. Throughout the term of this agreement, the City agrees to maintain its membership in the State of Oregon Public Employees Retirement System (PERS) and the Oregon Public Service Retirement Plan (OPSRP), and shall continue to "pick-up," assume and pay the average employee contribution to the Public Employees Retirement System, currently six percent (6%), as specified in Chapter 238 or 238A of the Oregon Revised Statutes.

Section 11, Liability Insurance. The City shall continue not less than its present practices with reference to liability insurance or the protection of employees against claims against them incurred in or arising out of the performance of their duties.

ARTICLE 17 OTHER BENEFITS

Employees represented by the Union shall be eligible to participate in the Teleworking, TRIP (Trip Reduction Incentive Program), and Catastrophic Leave programs. The Union agrees that the City retains the right to change, modify or discontinue these programs at any time, without further bargaining, with thirty (30) days notice. These programs shall not be subject to the grievance procedure.

ARTICLE 18 DOMESTIC PARTNERS

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

ARTICLE 19 WAGES

Section 1, Wage Schedule. The wage schedule set out in Schedule B of this agreement which are incorporated herein and attached hereto shall be the only wage rates.

For employees promoted during the term of this agreement, if the employee's salary prior to promotion is greater than or equal to the entry level for the higher classification, the employee's salary upon promotion shall be at the lowest step which results in a minimum three percent (3%) increase in pay. Progression from one salary step to the next, within a job classification, shall be on an annual basis.

Based upon bona fide recruitment needs, employees promoted during the term of this agreement may be placed on a step up to the midpoint of the salary range for the higher classification if approved by the director of the bureau. If the midpoint of the range is not a step, placement shall be at a step below the midpoint. Placement on a step above the midpoint of the salary range of the higher classification may be made with the approval of the Director of the Bureau of Human Resources.

The pay ranges for employees in the Information Technology classifications are set out in Schedule B of this agreement which are incorporated herein and attached hereto. For employees promoted to a classification with a higher maximum pay range during the term of this agreement, the employee shall be placed at the entry rate for the higher pay range, or at a pay rate in the higher pay range which gives him/her a five percent (5%) pay increase, not to exceed the maximum of the pay range, which ever is greater. Employees in these classifications shall be evaluated and receive pay increases based on the City's Performance Management System (Human Resources Administrative Rule 9.02) until the employee reaches the maximum of the pay range for his/her classification.

Section 2, Impact Bargaining. If the City reclassifies any represented bargaining unit position(s), and there is a disagreement over whether the new classification remains in the bargaining unit or over representation of the new classification, the Union may request a meeting, to be held within ten (10) working days of the publication of the Notice of Personnel Action, to resolve the matter by mutual agreement prior to resorting to the procedures of ORS 243.682 to ORS 243.692. This process will not interfere with the City's rights to establish classifications, reclassify positions, set compensation for new classifications, or recruit, test and make appointments to positions. Any settlement relating to this section will be implemented on the date of the agreement or date specified by the parties.

Section 3, Working Out of Classification. Whenever an employee is temporarily assigned to a higher classification, that employee shall be paid the rate for the higher classification at the appropriate step that is at least three percent (3%) above the employee's normal rate of pay, up to the top of the scale for the higher classification. To be eligible under this section an employee must work out of classification for four (4) hours or more per shift.

Section 4, Pay Periods. The salaries and wages of employees shall be paid bi-weekly on Thursday of the appropriate week. In the event this day is a holiday, the preceding day shall be the payday.

Section 5, Reporting Time and Call Back Pay.

(a) Any employee who is scheduled to report for work on a regular schedule, and does so as scheduled, but where work is not available or made available, shall be excused from duty and paid at their regular rate of pay for that shift. Both the decision of whether work is available or cannot be made available and the decision to excuse an employee under this provision shall be made by the employee's supervisor or designee.

(b) Any employee who, after having left work at the end of their last shift, is ordered to return to work immediately to a City facility or another worksite or before their next work day shall be paid one (1) hour plus time actually worked at the rate of time and one-half (1-1/2) of the

employee's regular rate. However, this does not apply when the overtime adjoins the employee's regular shift.

(c) An employee in a FLSA exempt Information Technology classification who after having left work at the end of their last shift, is ordered to return to work or perform work from their home, shall be paid at his/her regular hourly rate of pay, calculated in 15-minute increments. If an employee is called after 10:00 p.m. and before 6:00 a.m., the employee shall receive a minimum of one (1) hour of pay at his/her regular rate of pay for any time worked because of the call.

Section 6, Standby Pay. Before the City requires bargaining unit employees to "standby" during their off duty hours, the City and the Union representative will meet and discuss the impact of such a requirement.

If the City requires bargaining unit employees other than those in FLSA-exempt Information Technology classifications to "standby" during their off duty hours, the employee shall receive one (1) hour pay at the straight time rate or, at the mutual agreement of the bureau and the employee, one (1) hour of compensatory time for each shift, as defined in Section 8 of this Article, of "standby" time. However, under no circumstances may an employee accrue more than eighty (80) hours of compensatory time off at any given time for any combination of overtime worked or "standby" hours. If the City requires employees in FLSA exempt Information Technology classifications to "standby" during their off duty hours, the employee shall receive one (1) hour pay at the straight time rate for each 24-hour period, or portion thereof, of this assignment. Work performed while on "Standby" will be paid in accordance with Sections 5 and 7 of this Article.

"Standby" shall be defined as a requirement that an employee remain available and fit for callout during non-working time. Employees are responsible for keeping their assigned telecommunications equipment in operation and for complying with their standby work assignment at all times. Failure to comply with the standby work assignments may subject employees to appropriate disciplinary actions.

The employee on standby must respond to the initial contact within one-half (1/2) hour. If the employee's presence at the worksite is required, the employee must be able to report for work within a period of one-half (1/2) hour, absent unusual circumstances.

An employee, other than those in FLSA-exempt Information Technology classifications, on standby who responds to a work-related telephone call that does not require him or her to respond to a City facility or another worksite shall be paid for the time spent responding to the call and for related calls as well as any time spent logging or recording required information about the call at the appropriate overtime rate. Time will be paid in increments of 15 minutes, e.g., 1 to 15 minutes equals 15 minutes pay, 16 to 30 minutes equals 30 minutes pay, etc.

Section 7, Overtime.

(a) Time and one-half (1.5) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions but compensation shall not be paid twice for the same hours. Overtime will be paid in cash except, at the mutual agreement of the bureau and the employee, compensatory time computed at the applicable overtime rate shall be granted in lieu of overtime pay up to a total accrual of eighty (80) hours at any given time. The compensatory

time off shall be taken at a time mutually agreed upon by the employee and the employee's supervisor. Any compensatory time remaining at the end of the calendar year automatically carries over to the next calendar year, unless the employee and the bureau agree to a cash pay out.

- (i) All work performed by full-time employees in excess of their approved scheduled work shift;
- (ii) All work performed in excess of forty (40) hours per week;
- (iii) All work performed by full-time employees on any scheduled day off; and
- (iv) All work performed on any of the holidays set forth in Article 11.

(b) Employees in FLSA-exempt Information Technology classifications will receive hour-for-hour accrued time for time worked in excess of forty (40) hours in a week. The employee and his/her supervisor will attempt to adjust the employee's schedule within two payroll periods following the payroll period in which the hours are worked to permit use of the accrued time. If an adjustment cannot be accomplished, the employee will be paid for the accrued time worked at his/her regular hourly rate, or may accrue it as compensatory time to a maximum of 80 hours.

(c) Overtime work opportunities shall be distributed as equally as reasonably possible to bureau qualified employees working within the same job classification. The distribution of overtime shall be equalized as nearly as possible over each six (6) month period.

Section 8, Shift Differential. In addition to the established wage rates, the City shall pay an hourly premium of eighty-four (84) cents to employees for all hours worked on shifts beginning between the hours of 12:00 noon and 6:59 P.M. For all hours worked on shifts beginning between the hours of 7:00 P.M. and 5:59 A.M., the City shall pay an hourly premium of one dollar and sixteen (\$1.16) cents per hour. Shift premiums shall not apply during hours when earning overtime or when on vacation, sick leave or any other paid leave of absence.

Section 9, Recruitment Incentives. The following provisions recognize that certain incentives related to relocation expenses, vacation leaves, and health insurance benefits may assist the City in the recruitment and appointment of qualified candidates for certain key positions. The Commissioner-in-Charge may determine which positions are key, or in need of special recruitment efforts, and therefore merit recruitment and employment incentives. Such positions may include candidates whose job qualifications are uniquely suited to a particular City position or in a profession for which there are only a limited number of qualified candidates. Such positions should normally be identified as "key" before recruitment and examination efforts commence.

(a) Based upon bona fide recruitment need, the initial permanent appointment to a classification may be at a rate up to the midpoint of the assigned range, if approved by the director of the bureau. If the midpoint of the range is not on a step, the appointment shall be to a step below the midpoint. Initial permanent appointment above the midpoint of the assigned range may be made with the approval of the Director of the Bureau of Human Resources.

(b) Reasonable expenses associated with relocating permanently appointed new employees to key or special recruitment positions may be approved by the Commissioner-in-Charge. Such expenses shall be paid by the appointing Office or Bureau. The payment of such expenses is subject to the conditions provided for in the City's Human Resources Administrative Rules.

(c) Permanently appointed new employees in key or special recruitment positions may be credited for prior professional service by placement at the appropriate step of the vacation accrual table contained in Article 14, Section 1 (a) of this Agreement, when authorized by the Commissioner-in-Charge. Once placed on the schedule noted above, future service with the City shall count normally towards additional vacation accrual rates.

(d) When authorized by the Commissioner-in-Charge, a permanently appointed new employee in a key or special recruitment position may receive a one-time crediting of forty (40) hours of vacation upon appointment or after completion of the probationary period. The forty (40) hours of vacation are available to the employee to use upon credit.

Section 10, Materials Testing Laboratory Sample Response Pay. If an employee is required to report to work outside of their scheduled work shift for less than a four (4) hour period to retrieve or analyze a laboratory sample, they shall be paid Material Testing Laboratory Sample Response Pay. Employees shall be paid one-half (1/2)-hour pay plus time actually worked at the appropriate overtime rate. If the employee is instructed or agrees to work for at least four (4) hours, the additional one-half (1/2) hour pay shall not be included. Employees are only eligible for this provision when Call Back and Standby Pay does not apply.

Section 11, Team Lead. Team Leads do not receive additional pay beyond their class rate, and shall be limited in their scope of responsibility to the routine work that is equivalent to other co-workers while performing additional duties as a mentor and directing work for team members. Team Leads may serve as a project leader and may assign and review work being performed by team members. A Team Lead may not perform supervisory duties regarding hiring, firing, or disciplinary actions; they may provide background and personal observation, input and information necessary for the Manager to make supervisory decisions. The Manager is ultimately responsible for the final evaluation or disciplinary action of a team employee.

Section 12, Expanded Transfer. Employees may transfer to any job which has a maximum rate of not more than 20% above the maximum rate of the job class from which they transfer.

Transfers below or above an employee's current classification must meet these requirements:

(a) The employee selected for transfer must meet the qualifications of the job classification as determined by the Director of the Bureau of Human Resources or designee.

(b) Approval by the affected hiring authorities and the Director of the Bureau of Human Resources or designee.

(c) No layoff list can exist for the classes to which transfers are sought.

(d) There are no qualified injured workers available.

(e) A posted, Citywide competitive process, evaluating all interested employees, is used in selecting the employee for the position, unless waived by the Director of the Bureau of Human Resources because an employee whose position is being eliminated or who is being bumped as a result of the elimination of a position is selected for the transfer.

(f) Does not involve movement from journey to supervisory or supervisory to managerial levels.

An employee who transfers to a different job class under this provision shall serve a probationary period as prescribed in the City's Human Resources Administrative Rules on Probationary Period or the applicable labor agreement. An employee who fails to complete the probationary period following transfer shall be subject to the provisions of the City's Human Resources Administrative Rules on Probationary Period.

The terms of this provision are intended to apply to employees both within and outside the COPPEA bargaining unit.

Section 13, Hazardous Assignment Premium. The City will pay a premium of two dollars (\$2.00) per hour for actual time worked rounded up to the nearest whole hour to 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; or
- 2) connecting chlorine 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; or
- 4) receiving bulk shipments of chemicals; or
- 5) performing maintenance and repair on piping and systems that can contain potentially hazardous chemicals.

ARTICLE 20 SENIORITY

Section 1, Classification. All classifications will be designated as either a Generalist classification or a Specialist classification.

(a) A Generalist classification is one in which all positions belong to the broad definition of the classification.

(b) A Specialist classification is one in which all positions have been allocated to two or more specialty designations within the classification.

Section 2, Seniority for Layoff. 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. Continuous service shall be broken and accrued seniority canceled, by resignation, dismissal, or retirement. However, seniority shall continue to accrue during layoff, disability retirement and approved leaves of absence.

- (a) An employee shall continue to accrue classification seniority in previously held classifications in which they held permanent status as a result of accepting permanent appointment to another classification.
- (b) The specialties within a specialist classification shall be treated as separate classifications.
- (c) Employees in a specialty classification shall accrue classification seniority only in specialties in which they hold permanent status.
- (d) Voluntary demotion shall not displace another employee, and shall cancel seniority entitlement to the higher class until reinstatement. In the event of a voluntary demotion, seniority unless otherwise established, begins upon the date of permanent appointment to the demoted classification.
- (e) Seniority upon reinstatement from a voluntary demotion or reinstatement to City employment under the City's Human Resources Administrative Rules shall be adjusted to include previous permanent time in the classification.
- (f) In the event of a reclassification resulting in permanent appointment in the new classification, seniority for the incumbent unless otherwise established, shall be retroactive to the date the written request for reclassification and all required supporting documentation were filed with the Director of the Bureau of Human Resources.

Section 3, Layoff.

- (a) In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in the classification in which the work force is being reduced subject to sections (b) and (c) below. No layoffs or reduction to a lower classification shall be executed as long as there are temporary employees serving within the affected classification.
- (b) A tie in classification seniority shall be broken and greatest seniority determined first by the highest score on the eligible list from which appointment was made; if a tie remains, then, the greatest length of service with the City; if a tie remains, then, the date and time of receipt of the application by the Bureau of Human Resources; if a tie remains, then, any standardized and equitable procedure as developed by the Director of the Bureau of Human Resources.
- (c) When an employee is laid off due to a reduction in the work force that employee shall be permitted to exercise seniority rights to replace other employees in the sequence described below, providing such employee has greater seniority than the employee who is being replaced, and further providing the replacing employee is qualified to perform the work of the employee who is being replaced. Any disagreement as to the qualifications of employees in regard to this section may be taken up through the grievance procedure.
 - 1. The employee is placed in a vacancy in the same classification/specialty within the employee's assigned bureau.
 - 2. If no such vacancy exists, the employee displaces the least senior employee in the same classification/specialty.

3. If none, the employee is placed in a vacancy in the same classification/specialty City-wide.
4. If no such vacancy exists, the employee displaces the least senior employee in the same classification/specialty City-wide.
5. If none and the employee previously held status in another specialty in the same classification then steps 1 – 4 are repeated for that specialty.
6. If none and the employee previously held status in a lower classification/specialty, then steps 1 – 4 are repeated for that classification/specialty.
7. If the employee exhausts all options in steps 1 -6 than he is laid off.

(d) Employees shall be called back from layoff according to total City seniority in the classification from which the employee was laid off. Employees who were displaced to a part-time position as result of a layoff shall have the right to be called back to a full-time position. No new employee shall be hired in any classification until all employees on layoff status in that classification/specialty have had an opportunity to return to work. Laid off employees reappointed to bureaus other than the one from which they were laid off shall remain on a bureau reemployment list, in seniority order, for certification to their original bureau, unless they shall waive in writing such certification. The right to be so certified shall remain in effect until they shall have acquired seniority equal to the seniority they had in the bureau from which they were laid off.

Section 4, Specialties. If the City changes the criteria it uses for determining whether a COPPEA position warrants a specialty or adds a specialty for COPPEA represented positions, it must notify the Union. Upon notification, the Union shall have ten (10) working days to demand to bargain. If no demand to bargain is made, the City may implement the change or addition. If the Union demands to bargain, the parties will bargain under the provisions of ORS 243.692.

Section 5, Consolidated Seniority.

(a) Seniority in a consolidated job classification shall be equal to the total permanent service in all job classes included in the consolidated classification.

(b) Drafting Technicians or Technician II/Drafting employees who have gained status as Technician II/CADD through the 1560 hours of CADD work will get seniority for all their Drafting Technician and/or Technician II/Drafting time.

(c) Employees who held status in a selective certification on September 29, 1993 shall retain seniority in the new specialty created to replace the base (Generalist) concept. (See APPENDIX A)

(d) Employees who held status in the City Planner classification on September 29, 1993 shall retain seniority in the new Transportation and City Planning specialties created in the new Planner classification to replace the base concept. (See APPENDIX A) Employees who held status in the Transportation Modeling selective certification of City Planner shall also retain status in the two new specialties.

(e) Employees who are allocated to the Planner classification on September 29, 1993 shall be granted seniority in the Associate Planner classification equal to their total seniority as a City Planner. Employees who are allocated to the Architect classification on September 29, 1993 shall be granted seniority in the Building/Landscape Designer classification equal to their total seniority as an Architect.

(f) Employees who are allocated to the City Planner II classification as result of the 2001 COPPEA Classification Study shall be granted seniority in the City Planner I and City Planner II classifications equal to their total seniority as a Planner. Employees hired as a City Planner II after June 5, 2002 shall accrue seniority only in the City Planner II classification.

(g) Employees who are allocated to the Building Landscape Designer II classification as result of the 2001 COPPEA Classification Study shall be granted seniority in the Building Landscape Designer I and Building Landscape Designer II classifications equal to their total seniority as a Building Landscape Designer. Employees hired as a Building Landscape Designer II after June 5, 2002 shall accrue seniority only in the Building Landscape Designer II classification.

Section 6, Transfers.

(a) An employee who has been permanently appointed to a specialty position may be transferred to a position in another specialty in that classification with the provision that they must pass a six (6) month probation period (12 months for part-time or job-share) in the new specialty.

(b) An employee permanently appointed to a position in a Tech I, Tech II or Tech III successor classification may be transferred to a position in any other successor classification at the same level with the provision that they must pass a six(6)-month probation period (12 months for part-time or job share) in the new classification. For the purpose of this provision, the successor classes are as follows:

(i) Tech I successor classes are: CAD Tech I, Development Services Tech I, Engineering Tech I, Environmental Tech I, GIS Tech I, Materials Testing Tech I, ROW Agent I.

(ii) Tech II successor classes are: CAD Tech II, Development Services Tech II, Engineering Tech II, Environmental Tech II, GIS Tech II, Materials Testing Tech II, ROW Agent II, TDM Spec I.

(iii) Tech III successor classes are: CAD Tech III, Development Service Testing Tech III, Development Services Project Coordinator, Engineering Tech III, GIS Tech III, Materials Testing Tech III, ROW Agent III, TDM Spec II, Capital Projects Manager I.

Section 7, Permanent Part-Time Employees. Seniority for permanently appointed employees in permanent part-time or job share positions shall be calculated in the same manner as full-time employees. Permanent part-time employees and job share employees shall have the same layoff and recall rights as permanent full-time employees.

Section 8, Seniority While on Leave. Employees shall accrue seniority while on any leave of absence granted under the provisions of this agreement. (See Article 15, Section 7 for return from leave rights.)

ARTICLE 21 DISCIPLINE AND DISCHARGE

Section 1, Discipline.

(a) Disciplinary action or measures shall include only oral reprimand, written reprimand, suspension or demotion. Notification of a written reprimand, suspension, or demotion shall be furnished to the Union.

(b) Disciplinary action may be imposed upon an employee only for just cause. Disciplinary action imposed on any employee may be processed as a grievance through the regular grievance procedure except for an employee who fails to successfully complete the probationary period. Notification of failure to complete the probationary period shall be furnished to the Union.

(c) If the City has reason to reprimand the employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

(d) If the City has reason to discuss any disciplinary action or the possibility of any disciplinary action, the employee shall be given the option of having an Union representative present at any such meeting.

(e) Records of oral and written reprimand not involving other disciplinary action, shall be removed from an employee's personnel file after one year, on the employee's request, provided in the judgment of the City the employee has taken the specified corrective action and has received no other disciplinary actions. Approval to remove such material from the file shall not be unreasonably withheld.

Section 2, Discharge. The City shall not discharge without just cause any employee who has completed the probationary period. If the City feels there is just cause for discharge, the employee involved shall be placed on suspension with pay for a period of ten (10) calendar days. The employee and the Union shall be advised in writing of such suspension and possible discharge, the reasons therefore, and that the employee's employment with the City will be deemed terminated at the end of such period; provided, however, that it is the purpose of this ten (10) day period to permit an investigation of the matter and to allow the employee and/or the Union to present any information considered relevant. The Union may take up a discharge as a grievance in the manner described in Article 22, Section 4.

Section 3, Remedial Action. Any employee found to be unjustly suspended or suspended for an unreasonable length of time shall receive compensation for lost time to the extent deemed

equitable under all of the circumstances. Any employee found to be unjustly discharged shall be reinstated with full restoration of all or any part of lost time to the extent necessary for fair treatment.

Section 4, Civil Service Board. Upon appeal of any discharge, demotion or suspension before the Civil Service Board, any grievance filed under this Section will be withdrawn.

ARTICLE 22 SETTLEMENT OF DISPUTES

Section 1, General. To promote better City-employee relationships, both parties pledge their immediate cooperation to settle any grievances that might arise out of alleged violations of this agreement, and the following procedure shall be the sole procedure used for that purpose. Grievances concerning alleged discipline without just cause shall be processed under this Article. Any settlement of a grievance under this Article, which would alter or amend the terms of this agreement or any side bar agreement or memorandum of understanding shall not be binding on either party unless the settlement or memorandum of understanding or side bar agreement is approved in writing by the President of the Union and the Director of the Bureau of Human Resources.

Section 2, Contents of Grievances and Responses.

(a) All grievances shall be in writing and clearly identified as a “Grievance.” All grievances shall be filed with the aggrieved employee’s immediate supervisor outside the bargaining unit with copies to the Union and to the Director of the Bureau of Human Resources. All grievances shall include the following information:

- (i) the date the grievance is filed;
- (ii) the name of the grievant(s);
- (iii) the article(s) of this agreement alleged to have been violated, or the discipline alleged to have been imposed without just cause, hereafter referred to as the “grievance matter”;
- (iv) the place, date and time the grievance matter occurred;
- (v) a short narrative explaining the facts and reasons supporting the grievance; and
- (vi) the remedy being sought. All grievances filed during the time period described in Section 3 (b) below shall be deemed timely. Upon request of the City, any missing information shall be supplied in a timely manner.

(b) All responses to grievances shall be in writing and clearly identified as a “Grievance Response.” All responses to grievances shall be sent to the aggrieved employee(s) with copies to the Union and to the Director of the Bureau of Human Resources. All responses to grievances shall include the following information:

- (i) the date of the response to the grievance;
- (ii) the name of the person making the response;
- (iii) the decision affirming or rejecting the grievance;
- (iv) the proposed remedy if the grievance is affirmed;
- (v) and a short narrative explaining the facts and reasons supporting the affirmation or rejection of the grievance.

Section 3, Time Periods and Procedure.

(a) For purposes of this article, all days are calendar days. Day Zero (0) is the day the grievance matter occurred, or the employee or the Union became aware of its occurrence. Day Zero for disciplinary actions is the day of receipt of the letter imposing disciplinary action or the effective date of a suspension, demotion or discharge. Time limits may be extended by mutual agreement.

(b) **Step 1.** The aggrieved employee(s), or the Union, with or without the consent of the aggrieved employee(s), shall file a grievance with the grievant's immediate supervisor within twenty-one (21) days of when the matter giving rise to the grievance occurred. The parties may agree that the grievance is more appropriately filed with the Bureau Human Resources individual responsible for the aggrieved personnel action or to waive the initial steps of the grievance procedure and proceed to the Bureau Director upon mutual agreement.

(c) The supervisor, Bureau Human Resources Business Partner or Bureau Director who has received the grievance in the first step of the process shall have fourteen (14) calendar days to respond to the grievance.

(d) **Step 2.** If the grievance matter remains unresolved, the aggrieved employee(s), or the Union, with or without the consent of the aggrieved employee(s), shall have the right to seek resolution of the grievance matter from the Bureau Director within fourteen (14) days after the Step 1 response is received or due.

(e) The Bureau Director may delegate their authority to represent the bureau's interests in the grievance resolution process. The Union or the bureau may request the assistance of the Bureau of Human Resources in resolving the grievance matter at this time as well. The Bureau Director shall have fourteen (14) calendar days to respond to the grievance.

(f) **Step 3.** If the grievance matter remains unresolved, only the Union, with or without the consent of the aggrieved employee(s), shall have the right to seek resolution of the grievance matter through arbitration or mediation. If the Union fails to exercise its right to request arbitration or mediation of the grievance matter within fourteen (14) days after the Step 2 response is received or due, the right to arbitrate or mediate the grievance matter terminates.

Section 4, Discharge. The Union shall have the right to grieve the discharge of an employee through arbitration. A grievance over a discharge must be filed in writing with the employee's Bureau Director, with a copy to the Director of the Bureau of Human Resources, no later than fourteen (14) days after the effective date of the discharge. If the grievance matter is not resolved at the Bureau Director level, only the Union, with or without the consent of the aggrieved employee(s), shall have the right to seek resolution of the grievance matter through arbitration. The Union's right to request arbitration of the grievance matter begins twenty-one (21) days after the effective date of the discharge and ends thirty-five (35) days after the effective date of the discharge.

Section 5, Mediation. Mediation may be engaged by the mutual consent of the Union and the Bureau of Human Resources. If the grievance matter is not resolved by mediation, only the Union, with or without the consent of the aggrieved employee(s), shall have the right to seek resolution of the grievance matter through arbitration. The Union's right to request arbitration of

the grievance matter begins on the last day of mediation and terminates fourteen (14) days after the last day of mediation.

Expenses for the mediator's services and the proceedings shall be borne by each party in equal share.

Section 6, Arbitration. The Union must exercise its right to request arbitration by providing written notice to the Director of the Bureau of Human Resources. After notification, the parties or their representatives shall jointly request the Employment Relations Board for a list of names of seven (7) arbitrators from Oregon and Washington. The parties shall select an arbitrator from that list by such method as they may jointly select, or if they are unable to agree upon a method, then by the method of alternate striking of names under which the grieving party shall strike the first name objectionable to it, and the City shall then strike the first name objectionable to it. The final name left on the list shall be the arbitrator.

The arbitrator's decision shall be final and binding on both parties, but the arbitrator shall have no power to alter in any way the terms of this agreement. The decision of the arbitrator shall be within the scope and terms of this agreement and the arbitrator shall be requested to issue the decision in writing, indicating findings of fact and conclusion, to both parties within thirty (30) days after the conclusion of the proceedings, including filing of briefs, if any. It may also provide retroactivity not exceeding sixty (60) days prior to the date the grievance was filed and shall state the effective date.

Expenses for the arbitrator's services and the proceedings shall be borne by each party in equal share. However, each party shall be responsible for any other expenses incurred by them.

Section 7, The Union Grievance Committee.

(a) The names of Union representatives who may represent employees shall be certified in writing to the City by the Union, and the individuals so certified shall constitute the Union Grievance Committee.

(b) Union representatives will make every effort to investigate grievances and process them during hours which will not interfere with City operations or take employees off their jobs. However, where it is reasonably necessary to investigate the grievance during working hours, this will be done without loss of pay to employees whose presence in such investigation and processing is necessary.

**ARTICLE 23
PROFESSIONAL DEVELOPMENT**

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

1. The City shall fund a Professional Development account in the amount of \$125,000 beginning July 1, 2011, unless City Council adopts a General Fund discretionary budget that is a reduction of four percent (4%) or greater than was budgeted for Fiscal Year (FY) 2010/2011.

2. The City shall fund a Professional Development account in the amount of \$125,000 beginning July 1, 2012, unless City Council adopts a General Fund discretionary budget that is a reduction of four percent (4%) or greater than was budgeted for FY 2011/2012.
3. If the Professional Development account is funded for FY 2012/2013, any unexpended account monies from FY 2011/2012 shall be carried over and added to the FY 2012/2013 appropriation. If the Professional Development account is not funded for FY 2012/2013, any portion of the Professional Development account which remains, or has not been spent by the committee by June 30, 2012 shall return to the City. If the Professional Development account is funded for FY 2012/2013, any portion of the Professional Development account which remains, or has not been spent by the committee by June 30, 2013 shall return to the City.
4. Professional Development training must commence no later than June 30, 2013.
5. Administrative assistance for administering the fund up to \$40,000 annually may be deducted from the fund to cover those costs provided, however, that all such funds must be accounted for and a report of expenditures for this purpose will be provided annually to COPPEA. In addition the City will confer with COPPEA about measures to reduce these administrative costs and implement measures as agreed.
6. Monies from this account may be used by an employee for any of the following, provided it pertains to their current position, their career path or for another City position:
 - A. Fees and/or tuition to professional development seminars, classes, workshops and conferences.
 - B. Travel, per diem, and other expenses associated with attendance at professional development seminars, classes and conferences.
 - C. Books, tapes, videos and software that may assist the employee in his/her professional development.
 - D. Licenses, certifications and professional dues not paid by the employee's bureau.
7. The account shall be administered by a three (3) member Professional Development Committee. Two (2) members of the Professional Development Committee shall be appointed by COPPEA and one (1) member by the Director of the Bureau of Human Resources.
8. Professional Development Committee decisions shall be made by consensus. The Committee shall establish committee decision-making processes and criteria for approval of Professional Development requests.
9. Release time to attend professional development seminars, classes, workshops and conferences shall be subject to approval by the City, which shall not be unreasonably denied when the training is directly related to the employee's City job.

Except for the City funding of this program, Article 23 is not subject to the grievance procedure.

Article 23 shall sunset upon expiration of the contract.

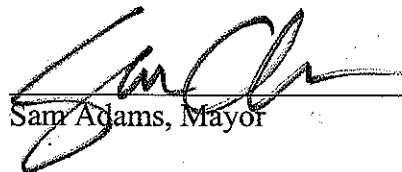
Ratification

This successor labor Agreement for the period July 1, 2010 to June 30, 2013, ratified by a majority vote of the General Membership of the Union on October 7, 2010 and ratified by the Portland City Council through Ordinance No. 184196 on October 27, 2010.


IN WITNESS THEREOF, the parties hereto have set their hands.

FOR THE CITY:

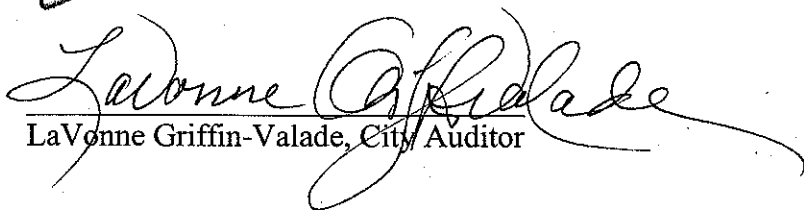
FOR THE UNION:



Sam Adams, Mayor

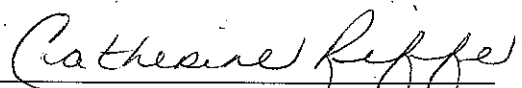


Mark Bello, President



LaVonne Griffin-Valade, City Auditor

Approved as to Form:



Catherine Riffe, Senior Deputy City Attorney
Chief

**SCHEDULE A
CLASSIFICATION SPECIALTIES**

Architect	Sr. Engineering Associate
Landscape Architect	Civil
	Mechanical
Building Landscape Designer II	Electrical
Building Landscape Designer I	Traffic
	Structural
Botanic Specialist II	Chemical
Community Gardens	Geotechnical
Natural Resource Ecologist	
Arboretum Collections	Engineering Associate
Pest Management	Civil
Rose Garden	Mechanical
Environmental Education	Electrical
Forestry	Structural
Botanic Specialist I	Environmental Policy Analyst
Natural Resources Youth and	
Community Program	Environmental Specialist
Forestry	
	Graphics Designer III
Botanic Technician II	Graphics Designer II
Botanic Technician I	Graphics Designer I
	Hazardous Materials Coordinator
CAD Analyst	Hydrogeologist
Capital Project Manager I	Sr. City Planner
	Land Use
Develop. Services Project Coordinator	Transportation
	Transportation Modeling
Development Services Tech. Trainee	Environmental
	Urban Design
Electronics Systems Technician	Water Resources
	Parks
	Economic
Engineer	
Civil	City Planner II
Mechanical	Land Use
Electrical	Transportation
Traffic	Transportation Modeling
Structural	Environmental
Chemical/Environmental	Urban Design
Geotechnical	Water Resources
	Parks
	Economic

City Planner I	Remittance Technician
Land Use	
Transportation	Revenue Auditor
Transportation Modeling	Sr. Revenue Auditor
Environmental	
Urban Design	Utility Locator
Water Resources	
Parks	Applications Analyst I
Associate City Planner	Applications Analyst II
	Data Analyst
Right of Way Agent III	Applications Analyst III
Right of Way Agent II	G.I.S., Vertical
Right of Way Agent I	
CAD Technician I	Applications Analyst IV
Develop. Services Technician I	G.I.S., Vertical
Engineering Technician I	
Environmental Technician I	Information Systems Analyst I
G.I.S. Technician I	Telecommunications
Materials Testing Technician I	
Mapping Data Technician I	Information Systems Analyst II
	G.I.S., Vertical
CAD Technician II	Telecommunications
Develop. Services Technician II	
Engineering Technician II	Information Systems Analyst III
Environmental Technician II	G.I.S., Vertical
G.I.S. Technician II	
Materials Testing Technician II	Information Systems Analyst IV
Mapping Data Technician II	G.I.S., Vertical
	Project Manager
CAD Technician III	Security
Develop. Services Technician III	
Engineering Technician III	Principal Information Systems Analyst
G.I.S. Technician III	G.I.S. Enterprise
Materials Testing Technician III	G.I.S., Vertical
	Project Manager
Traffic Demand Management Specialist II	Security
Traffic Demand Management Specialist I	
Traffic Demand Management Assistant	Information Systems Technician I
Signals and Street Lighting Technician	Information Systems Technician II
	Information Systems Technician III

**SCHEDULE B
(Salary Rates)**

YEAR ONE (July 1, 2010 to June 30, 2011)

Job Class Title	Minimum	Midpoint	Maximum
Applications Analyst I	\$26.00	\$30.32	\$34.64
Applications Analyst II	\$27.29	\$31.84	\$36.38
Applications Analyst III	\$30.11	\$35.16	\$40.21
Applications Analyst IV	\$31.64	\$36.99	\$42.33
Inf Syst Analyst I	\$26.00	\$30.32	\$34.64
Inf Syst Analyst II	\$27.29	\$31.84	\$36.38
Inf Syst Analyst III	\$30.11	\$35.16	\$40.21
Inf Syst Analyst IV	\$31.64	\$36.99	\$42.33
Inf Syst Analyst, Principal	\$35.68	\$41.61	\$47.53
Inf Syst Technician I	\$19.94	\$25.32	\$30.70
Inf Syst Technician II	\$21.41	\$27.20	\$32.99
Inf Syst Technician III	\$26.00	\$30.32	\$34.64

Job Class Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Architect	\$29.25	\$30.72	\$32.28	\$33.86	\$35.60	\$37.36	
Botanic Spec I	\$24.39	\$25.61	\$26.89	\$28.23	\$29.64	\$31.13	
Botanic Spec II	\$25.67	\$26.94	\$28.30	\$29.70	\$31.20	\$32.75	
Botanic Technician I	\$17.97	\$18.86	\$19.82	\$20.82	\$21.81	\$22.95	\$24.08
Botanic Technician II	\$19.77	\$20.75	\$21.79	\$22.88	\$24.03	\$25.23	\$26.49
Building/Landscape Designer I	\$21.66	\$22.75	\$23.87	\$25.05	\$26.32		
Building/Landscape Designer II	\$24.08	\$25.26	\$26.54	\$27.86	\$29.25		
CAD Analyst	\$29.25	\$30.72	\$32.28	\$33.86	\$35.60	\$37.36	
CAD Technician I	\$17.97	\$18.86	\$19.82	\$20.82	\$21.81	\$22.95	\$24.08
CAD Technician II	\$24.08	\$25.26	\$26.54	\$27.86	\$29.25	\$30.72	
CAD Technician III	\$29.25	\$30.72	\$32.28	\$33.86	\$35.60	\$37.36	
Capital Project Manager I	\$29.25	\$30.72	\$32.28	\$33.86	\$35.60	\$37.36	
Development Services Project Coord	\$29.25	\$30.72	\$32.28	\$33.86	\$35.60	\$37.36	
Development Services Technician I	\$17.97	\$18.86	\$19.82	\$20.82	\$21.81	\$22.95	\$24.08
Development Services Technician II	\$24.08	\$25.26	\$26.54	\$27.86	\$29.25	\$30.72	
Development Services Technician III	\$29.25	\$30.72	\$32.28	\$33.86	\$35.60	\$37.36	
Development Services Technician Trainee	\$14.59						
Electronic Systems Technician	\$25.02	\$26.25	\$27.58	\$28.95	\$30.39	\$31.92	
Engineer	\$38.46	\$40.38	\$42.39	\$44.51	\$46.74		
Engineering Associate, Sr.	\$33.25	\$34.88	\$36.63	\$38.46	\$40.38	\$42.39	
Engineering Associate	\$27.33	\$28.69	\$30.12	\$31.64	\$33.25	\$34.88	\$36.63
Engineering Technician I	\$17.97	\$18.86	\$19.82	\$20.82	\$21.81	\$22.95	\$24.08
Engineering Technician II	\$24.08	\$25.26	\$26.54	\$27.86	\$29.25	\$30.72	
Engineering Technician III	\$29.25	\$30.72	\$32.28	\$33.86	\$35.60	\$37.36	

Job Class Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Environmental Policy Analyst	\$30.11	\$31.64	\$33.20	\$34.87	\$36.61	\$38.46	\$40.21
Environmental Specialist	\$29.25	\$30.72	\$32.28	\$33.86	\$35.60	\$37.36	
Environmental Technician I	\$17.97	\$18.86	\$19.82	\$20.82	\$21.81	\$22.95	\$24.08
Environmental Technician II	\$24.08	\$25.26	\$26.54	\$27.86	\$29.25	\$30.72	
Fire Land Use Review Technician	\$25.89	\$27.16	\$28.54	\$29.96	\$31.44	\$33.02	
GIS Technician I	\$17.97	\$18.86	\$19.82	\$20.82	\$21.81	\$22.95	\$24.08
GIS Technician II	\$24.08	\$25.26	\$26.54	\$27.86	\$29.25	\$30.72	
GIS Technician III	\$29.25	\$30.72	\$32.28	\$33.86	\$35.60	\$37.36	
Graphics Designer I	\$17.97	\$18.86	\$19.82	\$20.82	\$21.81	\$22.95	\$24.08
Graphics Designer II	\$24.08	\$25.26	\$26.54	\$27.86	\$29.25	\$30.72	
Graphics Designer III	\$29.25	\$30.72	\$32.28	\$33.86	\$35.60	\$37.36	
Hazardous Materials Coordinator	\$35.00	\$36.76	\$38.58	\$40.52	\$42.56	\$44.67	\$46.92
Hydrogeologist	\$33.17	\$34.82	\$36.59	\$38.41	\$40.32	\$42.31	
Landscape Architect	\$29.25	\$30.72	\$32.28	\$33.86	\$35.60	\$37.36	
Mapping Data Technician I	\$24.08	\$25.26	\$26.54	\$27.86	\$29.25	\$30.72	
Mapping Data Technician II	\$29.25	\$30.72	\$32.28	\$33.86	\$35.60	\$37.36	
Materials Quality Compliance Specialist	\$29.25	\$30.72	\$32.28	\$33.86	\$35.60	\$37.36	
Materials Testing Technician I	\$17.97	\$18.86	\$19.82	\$20.82	\$21.81	\$22.95	\$24.08
Materials Testing Technician II	\$24.08	\$25.26	\$26.54	\$27.86	\$29.25	\$30.72	
Materials Testing Technician III	\$29.25	\$30.72	\$32.28	\$33.86	\$35.60	\$37.36	
Planner I, City	\$25.60	\$26.88	\$28.15	\$29.54			
Planner II, City	\$28.15	\$29.54	\$30.94	\$32.52			
Planner, Associate	\$23.22	\$24.38	\$25.60	\$26.88			
Planner, Sr. City	\$29.25	\$30.72	\$32.28	\$33.86	\$35.60	\$37.36	
Planning Assistant	\$15.04	\$15.79	\$16.58	\$17.41	\$18.28	\$19.19	
Revenue Auditor	\$27.29	\$28.67	\$30.09	\$31.62	\$33.17	\$34.85	\$36.38
Revenue Auditor, Sr	\$30.11	\$31.64	\$33.20	\$34.87	\$36.61	\$38.46	\$40.21
Right of Way Agent I	\$17.97	\$18.86	\$19.82	\$20.82	\$21.81	\$22.95	\$24.08
Right of Way Agent II	\$24.08	\$25.26	\$26.54	\$27.86	\$29.25	\$30.72	
Right of Way Agent III	\$29.25	\$30.72	\$32.28	\$33.86	\$35.60	\$37.36	
Signals & Street Lighting Technician	\$29.25	\$30.72	\$32.28	\$33.86	\$35.60	\$37.36	
Transportation Demand Mgmt Assistant	\$15.63	\$16.40	\$17.33	\$18.10	\$18.97	\$19.96	
Transportation Demand Mgmt Spec I	\$24.08	\$25.26	\$26.54	\$27.86	\$29.25	\$30.72	
Transportation Demand Mgmt Spec II	\$29.25	\$30.72	\$32.28	\$33.86	\$35.60	\$37.36	
Utility Locator	\$22.38	\$23.11	\$24.08				

Job Class Title	Entry	6 Mos	1 Year	2 year	3 Year
Remittance Technician	\$16.06	\$17.41	\$19.36	\$20.75	\$22.48

- Job sharing and permanent part time employees are eligible for step increases based on serving the annual equivalent of hours in the classification.

YEAR TWO (July 1, 2011 to June 30, 2012)

Salary rates for classifications in Schedule “A” for the period July 1, 2011 to June 30, 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 between the 2nd Half 2009 and the 2nd Half 2010) 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%) or greater than five percent (5.0%).

YEAR THREE (July 1, 2012 to June 30, 2013)

Salary rates for classifications in Schedule “A” for the period July 1, 2012 to June 30, 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 2010 and the 2nd 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%) or greater than five percent (5.0%).

**APPENDIX A
CLASSIFICATION SPECIALTIES
Specialty List for the Purpose of Consolidated Seniority ***

CLASS	TITLE	PRIOR SPECIALTY	CURRENT SPECIALTY
3107	Technician I	Base (Generalist)	Engineering
3108	Technician II	Base (Generalist)	Engineering
3109	Technician III	Base (Generalist)	Engineering
3134	Architect	Base (Generalist)	Buildings
3229	Planner	Base (Generalist)	City & Transportation
3231	Sr. Planner	Base (Generalist)	City

* See Article 20, Section 5, Consolidated Seniority.

Appendix B
Article 4, Section 6 Layoffs

If an employee is laid off under the provisions of Article 4, Section 6 and has no bumping options available under Article 20, he or she may request the following assistance from his Bureau's Human Resources Business Partner within seven (7) calendar days of receipt of notice that there is no position available to which the employee is qualified to bump and he will be subjected to layoff.

The Bureau of Human Resources will provide the following assistance to place the employee in any vacancy for which the employee possesses the required qualifications:

1. Assess the employee's qualifications.
2. Review the employee's resume and provide feedback. Assist the employee to revise his resume if requested.
3. Provide the employee with information on the recruitment process.
4. Inform the employee of appropriate vacancies.
5. Allow the employee to participate in limited recruitments.
6. Provide the name and qualifications of the employee to hiring managers for consideration when filling vacancies.
7. Hiring bureaus will be required to interview qualified candidates and give them priority consideration when filling vacancies.

This assistance, if requested, will be provided until the employee is recalled under the provisions of Article 20 or for a period of six (6) months from the date of the final notice of layoff whichever occurs first.

If the employee obtains a permanent position with the assistance described above, his name will be removed from the layoff list for recall to their former position.

This assistance does not guarantee that the employee will be placed in a vacant City position.

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THE FOLLOWING IS NOT PART OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PORTLAND AND THE UNION. THE ADVICE BELOW REPRESENTS THE POSITION OF THE UNION ONLY AND DOES NOT NECESSARILY REPRESENT THE POSITION OF THE CITY IN THE AREA OF EMPLOYEE RIGHTS AND RESPONSIBILITIES.

CIVIL SERVICE TESTING:

The Labor Agreement reserves the City's right to establish entrance and promotional examination requirements. The Union has no standing to file a Civil Service appeal on behalf of individual members regarding testing. Members are responsible for initiating appeals to the Director of the Bureau of Human Resources, although the Union may assist a member preparing an appeal. The window for an appeal is 10 working days from posting of exam results. By the time a member receives the exam score, the exam results may have been posted for several days.

DISCRIMINATION:

The Labor Agreement covers discrimination against an employee only as it pertains to the application of terms of the Agreement. For example, discrimination against a member in application of seniority for layoff purposes is a grievable complaint because seniority is a matter addressed in the Agreement. Discrimination in testing and hiring of employees is not a grievable complaint because the Agreement reserves these decisions to the City. The remedy for non-grievable discrimination is the responsibility of the member in seeking redress under state and federal laws against discrimination.

FAIR LABOR STANDARDS ACT (FLSA) CRITERIA FOR VOLUNTEERS

A "volunteer" is an individual who performs hours of service for a public agency for civic, charitable or humanitarian reasons, without promise, expectation or receipt of compensation for services rendered and only where their services are offered freely and without pressure or coercion, direct or implied, from an employer. Employees may volunteer hours of service to their public employer or agency provided such services are not the same type (i.e. similar or identical) of services which the individual is employed to perform for the public employer.

If an employee wishes to volunteer time to the employer, the volunteer duties may not be the same type of duties as are performed in the course of regular employment, and the work must be performed outside of the employee's normal work hours.

APPEALS OF DISCIPLINARY OR CLASSIFICATION ACTIONS

Members may appeal suspension, demotion or discharge either through appeal to the Civil Service Board or through the contractual grievance procedure. Please contact the Union for evaluation of the recommended route of appeal.

Appeals of classification decisions can be made to the Civil Service Board by the employee or the employee's bargaining representative. Please contact the Union for evaluation of the recommended route of appeal.