

**City of Portland Package Proposal
Second Package, Counter to COPPEA's 4/22/13 Counterproposal
4/22/13**

AS REVISED 4/29/13 AT 1:45 P.M.

This is a package proposal. This package includes all outstanding issues:

- **Article 4 – Management Rights, Section 3 – Performance Norms and Standards**
- **Article 4 – Management Rights, Section 4 – Contracting Out**
- **Article 9 – Duration**
- **Article 10 – Hours of Work**
- **Article 11 – Holidays**
- **Article 12 – Sick Leave, Section 2 – Attendance Incentives**
- **Article 19 – Wages, Section 7 - Overtime**
- **Article 16 – Health and Welfare**
- **Article 22 – Settlement of Disputes, Section 7 – The Union Grievance Committee**
- **Article 23 – Professional Development Fund**
- **'Me Too' Language on COLA**

The City recognizes Tentative Agreements already reached on:

- **Article 2 – Union Security and Activities, Section 1 – Membership/Fairshare**
- **Article 4 – Management Rights, Section 2 – New Technology**
- **Article 12 – Section Leave, Section 1 - General**
- **Article 21 – Discipline and Discharge, Section 1 – Discipline**

The City assumes all other Articles in the 2010-2013 Agreement to carry over into the successor 2013-2017 agreement unless otherwise stated.

**ARTICLE 4
MANAGEMENT RIGHTS**

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. After receiving the performance review, and upon by mutual agreement, the City and Union may meet to discuss any matters related to a performance review. Employees will be

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permitted to provide a rebuttal to specific points raised in the performance review. The City will notify the Union of any failure by an employee to successfully pass the probationary period.

NO CHANGES TO SECTION 4

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.

ARTICLE 9
TERMINATION DURATION

This Agreement, as amended, shall be extended for the period of ~~three~~ four (4~~3~~) years, from July 1, 2013~~0~~ through June 30, 2017~~3~~.

From June 30, 2017~~3~~ forward, unless either party notifies the other in writing no later than April 1, 2017~~3~~ 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 FLSA 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.

Section 7, FLSA Exempt Employees

FLSA exempt employees may check their City online account or voicemail for de minimis periods of time outside of their work shift. Doing so does not need to be approved and will not be paid.

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 (24 hours) 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.

(i) For employees who are on an alternate or variable schedule as described in Article 10, Section 2(a), and working in positions other than FLSA Exempt IT Classifications, if an employee's scheduled day off falls on a holiday then the employee is entitled to a postponed holiday with pay to be taken by mutual agreement between the employee and the director of the bureau or designated supervisor. Employees may carry over up to two deferred holidays and any deferred holidays over two not taken as of the end of the first pay period in January shall be forfeited.

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 adjust their schedule as provided in Article 10, Section 2 (e), 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 adjust their schedule as provided in Article 10, Section 2 (e), 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 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, 2017~~3~~ unless extended by the mutual agreement of the parties.

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~~ 14 members. One member shall be appointed from each of the following labor organizations: the District Council of Trade Unions (DCTU), the Portland Fire Fighters' Association (PFFA), the City of Portland Professional Employees Association (COPPEA), AFSCME, Local 189 representing Emergency Communications Operators (BOEC), Municipal Employees, Local 483 representing Recreation Instructors (Recreation), ~~and the Portland Police Commanding Officers Association (PPCOA), and AFSCME Local 189 representing the Portland Housing Bureau (PHB).~~ The remaining ~~six~~ seven members shall be appointed by the eCity.

(b) A quorum of ~~ten~~ twelve (~~10~~12) 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~~) twelve (12) Committee members must vote in favor of the recommendation. The Committee shall be responsible for establishing internal Committee voting and decision-making processes.

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

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 19
WAGES**

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~~ per calendar year. 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. An employee may have no more than 80 hours of accrued compensatory time at any time even if the employee has yet to accrue 80 hours in the calendar year.

- (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.

**ARTICLE 22
SETTLEMENT OF DISPUTES**

Section 7, The Union Grievance Committee.

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

(b) ~~Union representatives~~ stewards 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 for fiscal year 2013/2014. The City shall fund a Professional Development account in the amount of \$150,000 for fiscal years 2014/2015, 2015/2016, and 2016/2017.
2. At the end of each fiscal year any unexpended account monies up to \$40,000 ~~remaining shall be carried over and added to the next fiscal year's fund. If, at the end of a fiscal year there is more than \$40,000 remains~~ing in the fund, the entire unexpended account monies shall be returned to the City.
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.~~
- 4.3. Professional Development training must commence ~~no later than June 30, 2013~~ by the termination of this agreement.
- 5.4. 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.
- 6.5. 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 in their classification series or in reasonably related work:

- A. Fees and/or tuition to professional development seminars, classes, workshops and conferences.
- ~~B. Travel, per diem, and other expenses associated with attendance at professional development seminars, classes and conferences.~~
- ~~C. Books, tapes, videos and software that may assist the employee in his/her professional development. Items such as these must be turned over to the Bureau upon separation from the City.~~
- ~~D. Licenses, certifications and professional dues not paid by the employee's bureau.~~
6. The account shall be administered by a ~~four~~ three (3) member Professional Development Committee. Two (2) members of the Professional Development Committee shall be appointed by COPPEA and ~~two~~ one (1) members by the Director of the Bureau of Human Resources.
7. The Bureau of Human Resources will establish accounting procedures for the fund in accordance with all applicable Federal, State, and Municipal Laws.
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.

SCHEDULE B (Salary Rates)

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

Effective upon ratification by both parties through June 30, 2017

YEAR ONE - Effective upon ratification by both parties, Schedule "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 2013 to June 30, 2014 are to be increased by fifty percent (50%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index between the 2nd Half 2011 and the 2nd Half 2012) for the Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. Salary rates shall for classifications in Schedule "A" shall be increased 0.9% effective upon ratification by both parties.

Table to be adjusted at a later date.

Exhibit A
Page 14 of 42

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
-	-	-	-	-	-	-	-

City of Portland Package Proposal – 4/22/13

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	\$40.24
-	-	-	-	-	-	-	-
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
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Exhibit A
Page 16 of 42

Remittance Technician	\$16.06	\$17.41	\$19.36	\$20.75	\$22.48
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- 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 TWO - Effective July 1, 2014, Schedule “A” wage rates will be revised as follows:

Salary rates for classifications in Schedule “A” for the period July 1, 2014 to June 30, 2015 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 2012 and the 2nd Half 2013) for the Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

YEAR 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%).

YEAR THREE - Effective July 1, 2015, Schedule “A” wage rates will be revised as follows:

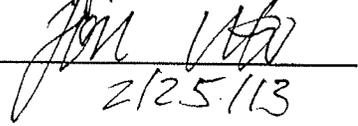
Salary rates for classifications in Schedule “A” for the period July 1, 2015 to June 30, 2016 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index between the 2nd Half 2013 and the 2nd Half 2014) for the Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

YEAR FOUR - Effective July 1, 2016, Schedule “A” wage rates will be revised as follows:

Salary rates for classifications in Schedule “A” for the period July 1, 2016 to June 30, 2017 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index between the 2nd Half 2014 and the 2nd Half 2015) for the Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

'Me Too' Agreement

If during the 2013 negotiations cycle the City agrees to a cost of living adjustment with the District Council of Trade Unions bargaining unit or the Recreation Laborers Local 483 bargaining unit, or is granted to non-represented employees a cost of living adjustment that is greater than what is contained in this tentative agreement, the City will extend the greater adjustment to the COPPEA unit, too.

TA: TA: 
2/25/13

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.

A. All employees covered by this Agreement shall within thirty (30) days following appointment, either (1) become and remain a member of the union, or (2) tender to the Union his/her fair share of the cost of negotiating and administering the Labor Agreement. If the employee has not given written notice of his or her intent to be a fair share member to the Union or the City, then the City shall deduct that member's regular Union dues from the employee's paycheck by the City and remitted to the Union, until written notification of a change is received. A copy of any notice given to the City of an Union member's intent to become a fair share payer will be forwarded to the Union Treasurer.

B. No employee will be required to pay a fair share pursuant to this Article if the employee's refusal is based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount of money equivalent to regular dues and initiation fees and assessments, if any, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the City that this has been done.

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.

TA Bellman
4/8/2013
2:25 pm
TA: Jon Uta

TA

3/25/13 COPPEA Counter Proposal to Management's 3/11/13 Proposal
Management Proposal 4/8/13

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ARTICLE 4
MANAGEMENT RIGHTS

No other proposed changes to Article 4

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~~ When the business requirements of customer bureaus, federal or state agencies, or industry oversight groups requires that it, the City can require will have employees to pass a criminal history check or background investigation. the City will require those employees to undergo the criminal background history check or ~~background~~ background investigation. An employee so 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.

~~Employees~~ Members who fail to pass the a criminal history check or background investigation shall be permitted to exercise his/her rights in accordance with the provisions of Article 20 and Appendix B. ~~Employees who fail to pass a criminal history check or background investigation do not, except he/she does not have the right to displace another employee.~~

~~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.~~

No other proposed changes to Article 4

186085
4/9/13 3:35

TA: Jon [Signature]

TA: [Signature]

COPPEA WHAT IF PROPOSAL #2 PRESENTED:

City WHAT IF Response 4/8/13

ARTICLE 12 SICK LEAVE

Section 1, General

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,~~ Sick leave shall be used for an employee's own illness or injury and for medical and dental appointments. Sick leave may also be available to care for a family member as provided in the City's Human Resources Administrative Rules presently in effect and/or by state and federal law. Employees 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.

12

(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~~ a 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 taking any corrective or disciplinary action concerning sick leave usage, management will meet with the employee to discuss the absences. The purpose of this meeting is to notify the employee there are issues related to their absences and to assist the employee in reducing the amount of sick leave usage. The City

may notify the Union Representative when an employee has/will be addressed for sick leave usage.

(k) When counseling an employee for sick leave usage, management shall provide an detailed explanation of the impact the absences have had on the employee's work product/productivity and his/her colleagues and management team. COPPEA members shall not be evaluated against the City-wide average.

^L(m) Sick leave usage may be cause for disciplinary action up to and including discharge for instances included, but not limited to,:

1. Absences that are not bona fide sick leave purposes as outlined herein or in the City of Portland Human Resources Administrative Rules

2. Sick leave usage recurring in conjunction with scheduled days off, vacation days, "prime days" or some other specific pattern of usage. Patterns of leave shall not be the sole basis for disciplinary action.

~~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.~~

4/8/13 3:38 PM

JA: Jean Witz



186085

COPPEA "What If" Proposal - UPDATED 3-25-2013

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City "What If" Counter - 4/8/13

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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. The City shall make every effort to also notify the Union Representative when an employee has been or will be scheduled for an investigatory meeting. Failure to notify the Union is not grievable.
- (e) Records of counseling letters (non-disciplinary), 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.

TABERMAN TA; 4/29/13
4/29/2013 TA: Jon W

City of Portland Package Proposal – 4/22/13

186085

City of Portland Package Proposal
Second Package, Counter to COPPEA's 4/22/13 Counterproposal
4/22/13

AS REVISED 4/29/13 AT 1:45 P.M.

This is a package proposal. This package includes all outstanding issues:

- Article 4 – Management Rights, Section 3 – Performance Norms and Standards
- Article 4 – Management Rights, Section 4 – Contracting Out
- Article 9 – Duration
- Article 10 – Hours of Work
- Article 11 – Holidays
- Article 12 – Sick Leave, Section 2 – Attendance Incentives
- Article 19 – Wages, Section 7 - Overtime
- Article 16 – Health and Welfare
- Article 22 – Settlement of Disputes, Section 7 – The Union Grievance Committee
- Article 23 – Professional Development Fund
- 'Me Too' Language on COLA

The City recognizes Tentative Agreements already reached on:

- Article 2 – Union Security and Activities, Section 1 – Membership/Fairshare
- Article 4 – Management Rights, Section 2 – New Technology
- Article 12 – Section Leave, Section 1 - General
- Article 21 – Discipline and Discharge, Section 1 – Discipline

The City assumes all other Articles in the 2010-2013 Agreement to carry over into the successor 2013-2017 agreement unless otherwise stated.

ARTICLE 4
MANAGEMENT RIGHTS

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. After receiving the performance review, and by mutual agreement, the City and Union may meet to discuss any matters related to a performance review. Employees will be

City of Portland Package Proposal – 4/22/13

permitted to provide a rebuttal to specific points raised in the performance review. The City will notify the Union of any failure by an employee to successfully pass the probationary period.

NO CHANGES TO SECTION 4

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.

ARTICLE 9

DURATION

This Agreement, as amended, shall be extended for the period of four (4) years, from July 1, 2013 through June 30, 2017.

From June 30, 2017 forward, unless either party notifies the other in writing no later than April 1, 2017 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 FLSA 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.

Section 7, FLSA Exempt Employees

FLSA exempt employees may check their City online account or voicemail for de minimis periods of time outside of their work shift. Doing so does not need to be approved and will not be paid.

**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 (24 hours) 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.

(i) For employees who are on an alternate or variable schedule as described in Article 10, Section 2(a), and working in positions other than FLSA Exempt IT Classifications, if an employee's scheduled day off falls on a holiday then the employee is entitled to a postponed holiday with pay to be taken by mutual agreement between the employee and the director of the bureau or designated supervisor. Employees may carry over up to two deferred holidays and any deferred holidays over two not taken as of the end of the first pay period in January shall be forfeited.

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.

(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 adjust their schedule as provided in Article 10, Section 2 (e), 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 adjust their schedule as provided in Article 10, Section 2 (e), 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 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:

- I. 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, 2017 unless extended by the mutual agreement of the parties.

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 14 members. One member shall be appointed from each of the following labor organizations: the District Council of Trade Unions (DCTU), the Portland Fire Fighters' Association (PFFA), the City of Portland Professional Employees Association (COPPEA), AFSCME, Local 189 representing Emergency Communications Operators (BOEC), Municipal Employees, Local 483 representing Recreation Instructors (Recreation), the Portland Police Commanding Officers Association (PPCOA), and AFSCME Local 189 representing the Portland Housing Bureau (PHB). The remaining seven members shall be appointed by the City.
- (b) A quorum of twelve (12) 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 twelve (12) Committee members must vote in favor of the recommendation. The Committee shall be responsible for establishing internal Committee voting and decision-making processes.
- (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 and State Health Legislation. If the Federal Government enacts Federal Health Legislation, the State of Oregon enacts or changes any Health Legislation, including ORS 243.303, or if any taxing authority taxes or otherwise limits or restricts health care benefits paid by the City, the City and the Union will immediately negotiate on the effect of that legislation as it pertains to this Article.

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 19
WAGES**

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 per calendar year. 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 payout. An employee may have no more than 80 hours of accrued compensatory time at any time even if the employee has yet to accrue 80 hours in the calendar year.

- (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.

**ARTICLE 22
SETTLEMENT OF DISPUTES**

Section 7, The Union Grievance Committee.

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

(b) Union stewards 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 for fiscal year 2013/2014. The City shall fund a Professional Development account in the amount of \$150,000 for fiscal years 2014/2015, 2015/2016, and 2016/2017.
2. At the end of each fiscal year any unexpended account monies up to \$40,000 shall be carried over and added to the next fiscal year's fund. If, at the end of a fiscal year more than \$40,000 remains in the fund, the entire unexpended account monies shall be returned to the City.
3. Professional Development training must commence by the termination of this agreement.
4. Administrative assistance for administering the fund up to \$40,000 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.
5. Monies from this account may be used by an employee for any of the following, provided it pertains to their current position, or for another City position in their classification series or in reasonably related work:
 - A. Fees and/or tuition to professional development seminars, classes, workshops and conferences.
 - B. Books, tapes, videos and software that may assist the employee in his/her professional development. Items such as these must be turned over to the Bureau upon separation from the City.
 - C. Licenses, certifications and professional dues not paid by the employee's bureau.
6. The account shall be administered by a four (4) member Professional Development Committee. Two (2) members of the Professional Development Committee shall be appointed by COPPEA and two (2) members by the Director of the Bureau of Human Resources.
7. The Bureau of Human Resources will establish accounting procedures for the fund in accordance with all applicable Federal, State, and Municipal Laws.
8. Professional Development Committee decisions shall be made by consensus. The Committee shall establish committee decision-making processes and criteria for approval of

Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index between the 2nd Half 2013 and the 2nd Half 2014) for the Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

YEAR FOUR - Effective July 1, 2016, Schedule "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 2016 to June 30, 2017 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index between the 2nd Half 2014 and the 2nd Half 2015) for the Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

'Me Too' Agreement

If during the 2013 negotiations cycle the City agrees to a cost of living adjustment with the District Council of Trade Unions bargaining unit or the Recreation Laborers Local 483 bargaining unit, or grants to non-represented employees a cost of living adjustment that is greater than what is contained in this tentative agreement, the City will extend the greater adjustment to the COPPEA unit, too.