

TA:  12/19/13TA: John L. G. 12/19/13

**City of Portland Package Proposal  
LL483 Recreation 2013 Negotiations**

**December 6, 2013**

w/ Amendment to Article 6 'Me Too' Language (12/18/13)

**Modified Agreement and Ratification Process:**

- This proposal must be TA'd by December 19<sup>th</sup> at 12:00 p.m. or the package offer expires.
- LL483 Recreation will have until December 19<sup>th</sup>, 2013 at 12:00 p.m. to poll their membership on this package in order to determine whether they are able to TA or not.
- If LL483 Recreation is able to TA this package by December 19<sup>th</sup>, 2013 at 12:00 p.m. than they shall have until January 14<sup>th</sup>, 2014 to complete a ratification vote.
- If LL483 Recreation does not provide results of the ratification vote by January 14<sup>th</sup>, 2014, then this offer expires.
- Bureau of Human Resources will bring a LL483 ratified contract to City Council for a vote on January 15<sup>th</sup>, 2014.

**This package includes all outstanding issues:**

- Preamble
- Article 1 – Recognition
- Article 6 – Job Security & Outside Contracting
- Article 7 – Standard Day Shifts Hours
- Article 8 - Shifts
- Article 11 – Working Out of Classification
- Article 12 - Seniority
- Article 15 – Health and Life Insurance
- Article 21 – Union Representation
- Article 28 – Training Schools, Professional Development and Conventions
- Article 34 – Effective Date and Duration
- Schedule A
- Letter of Agreement – Recreation Classification/Compensation Survey and Seasonal Job Description Review

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

**PREAMBLE**

This Agreement made and entered into this day of by and between the City of Portland, Oregon, hereinafter called the City, and Laborers', Local #483, Laborers' International Union of North America, hereinafter called the Union.

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

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

~~Upon notification to the Union of filing for redress of any item in this Preamble in another recognized legal forum, any grievance filed by that same employee or Union under this Article will be withdrawn.~~

## 1. RECOGNITION

- 1.1 The City recognizes the Union as sole collective bargaining agent for all employees of the City in all classifications contained in Schedule A of this agreement, as defined in sections 1.1.1, 1.1.2, 1.1.3, and 1.1.7 below.
  - 1.1.1 **Probationary Period:** For the purpose of this labor agreement, probation is defined as a 180-day period, excluding any period of time off exceeding one (1) week in duration. The probationary period may be extended for a period not to exceed ninety (90) days by mutual agreement between the City, the Union and the affected employee.
  - 1.1.2 **Permanent/Probationary Employee:** Any employee who has permanent or probationary status as provided by the Personnel Rules and who works in a position budgeted on a yearly basis in a job classification contained in Schedule A.
  - 1.1.3 **Permanent Part-Time Employee:** Any employee whose employment is for less than full-time in a job classification contained in Schedule A. Permanent part-time employees will be hired from the Civil Service register and will be given the first opportunity according to their standing on such register to become permanent employees. The probationary period of permanent part-time employees will be one hundred forty (140) working days and step pay increases will be computed on the basis of hourly equivalence.

Permanent part-time employees will be paid in accordance with Schedule A and will receive fringe benefits, except Health and Welfare, on a pro-rated basis, half if the employee works less than seventy-two (72) hours per pay period, full benefits if the employee works seventy-two (72) hours or more in the pay period.

Permanent part-time employees shall be eligible as provided herein for Health and Welfare coverage the first of the month following the date of hire.

Part-time employees will accrue seniority on the basis of actual time worked in their classification and shall not bump permanent full-time employees.

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

- 1.1.5 **Recreation Support Person:** Employees as defined herein shall be excluded from the bargaining unit covered by this Agreement. A recreation support employee shall be defined as an employee who is employed for a limited duration for up to 1,200 hours in a calendar year except as outlined:-

For calendar year 2014 the City may employ up to 40 Recreation Support Persons for up to 1600 hours. For calendar year 2015 the City may employ up to 37 Recreation Support Persons for 1600 hours. For calendar year 2016 the City may employ up to 34 Recreation Support Persons for up to 1600 hours. From calendar year 2017 on the City may employ up to 31 Recreation Support Persons for 1600 hours.

~~Such employees~~ Recreation Support Persons will normally be assigned to Recreation support jobs and will not normally be up-graded to classifications covered by the contract except on an incidental basis as required by day-to-day work flow. Nothing in this Agreement will be construed to limit the City's right to hire additional personnel in emergencies beyond the City's control.

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

1.1.7 **Temporary Employee:** Any employee employed in a full-time budgeted position in a classification contained in Schedule A without permanent status with the City. This includes employment code 7 (full-time and job share). Recognition under this section shall not detract from any rights or benefits already pertaining to the employee, by virtue of their permanent status in some other classification with the City. Contract rights for temporary employees are as provided in Schedule "B."

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

## 6. **JOB SECURITY AND OUTSIDE CONTRACTING**

The City proposes that Recreation adopt the language that is agreed upon by the District Council of Trade Unions (DCTU) and the City for their 2013-201X agreement. Until such time a DCTU 2013-201X contract is in place, the Recreation 2010-13 Article 6 will apply.

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

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

~~6.1.1 For the purposes of calculating cost comparison data contained in Article 6, Health, Welfare and Pension shall include the following:~~

- ~~1. Medical Program~~
- ~~2. Dental Program~~
- ~~3. Vision Program~~
- ~~4. Life Insurance~~
- ~~5. PERS~~

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

- ~~6.1.2 Emergency public employment program employees as defined in Article 1, Recognition, shall be excluded from the provisions of Article 6, Job Security, Outside Contracting.~~
- ~~6.2 Except in case of emergencies, a "reasonable opportunity" for Union discussion shall mean a period of not less than ten (10) working days beginning the date of receipt of certified written notice by the Union. Such written notice shall contain the documentation available.~~
- ~~6.3 Emergencies shall be defined as situations beyond the control of the City for which the City could not pre-plan.~~
- ~~6.3.1 Emergencies shall not include those day-to-day situations which require immediate action which have been normally performed by bargaining unit employees.~~
- ~~6.4 The City further agrees that no employee shall lose his/her employment as a result of contracting out work performed by bargaining unit employees. Any reduction of employees as the result of contracting out will be done through transfer or attrition. This does not preclude the termination of permanent status employees for just cause, nor the laying off of employees for reasons other than contracting work out.~~
- ~~Functions or positions eliminated by contracting will obligate the City to transfer any affected employees to comparable employment.~~
- ~~6.5 Upon presentation by the Union of a plan indicating the City could save money or perform a job more efficiently, the City will review work which has been previously contracted out to determine whether such work can be more efficiently performed by bargaining unit personnel, or whether such work can be performed by bargaining unit~~

~~personnel for reduced costs.~~

7. **STANDARD DAY SHIFT HOURS - Current Language**

8. **SHIFTS**

Shift work shall be permitted in all classifications, without restrictions, on the following basis.

8.1 **Day Shift.** Present practices as to day shift starting times shall be maintained, provided that the City may change such starting times (subject to requirements of Article 7.1)

8.2 **Second or swing shift:** The second or swing shift shall be defined as any shift which begins between 12:00 Noon and 6:59 P.M. An employee scheduled on the second shift shall receive a fifty cents (\$.50) per hour swing shift differential in addition to his/her regular hourly rate as set forth in Schedule A.

8.3 **Third or graveyard shift:** The third or graveyard shift shall be defined as any shift which begins between 7:00 P.M. and 5:59 A.M. Employees scheduled on the third shift shall receive a shift premium of seventy cents (\$.70) per hour in addition to their regular hourly rate as set forth in Schedule A.

8.4 The shift premium provided for in 8.2 and 8.3 above shall not apply when on vacation, sick leave or any other paid leave of absence. The shift premiums in 8.2 and 8.3 shall be paid to any employee working full overtime shifts; such premiums shall be used in computing the overtime rate, as required by Federal Law.

8.5 Employees whose eight (8) hour work shift is completed in a period of eight (8) hours shall be allowed a twenty (20) minute period to eat lunch on the City's time.

11. **WORKING OUT OF CLASSIFICATION - Current Language**

12. **SENIORITY - Current Language**

15. **HEALTH AND LIFE INSURANCE**

15.1 **Labor/Management Benefits Committee.**

The parties agree to the continuation of the city-wide 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.

- 15.1.1 A quorum of ~~ten~~ twelve 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.
- 15.1.2 The committee shall select its chairperson, who shall serve at the will of the committee.
- 15.1.3 In order to make a recommendation to the City Council, at least ~~10~~ 12 committee members must vote in favor of the recommendation. The committee shall be responsible for establishing internal committee voting and decision-making processes.
- 15.1.4 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.
- 15.1.5 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<sup>st</sup> of each year.

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.

15.2 **Benefits Eligibility**

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

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

- 15.2.2 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 of their separation from active employment. The amount of 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 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 designation as of May 1 of each year. Changes to that status will only be made in the event that there is a change in position and/or a change in scheduled hours that will exceed six months.



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 said employee returned to active employment.

- 15.2.3 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.

15.3 **City Contributions**

- 15.3.1 Effective July 1, 2013 through June 30, 2013 (Insert DCTU End Duration), the City shall contribute ninety-five (95%) of the combined total medical, vision and dental rates adopted by City Council for the one-party, two-party, 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 the City Council for the one-party, two-party and family enrollees (whichever applies). Once plan rates for each benefit year during the Agreement have been adopted by the City Council, the respective City and Employee contribution amounts shall be communicated and the information forwarded to the Association.

- 15.3.2 Employees who elect only ODS or Kaiser NW dental benefits, without CityCore or Kaiser NW medical and without VSP or Kaiser NW vision coverage, will receive 100% contribution towards the dental plan of their choice.

- 15.3.3 The City shall pro-rate the cash payment and City contribution in 15.3.1, and 15.3.2 above for part-time benefits eligible employees based on the standard hours schedule (See Article 15.2.2).

- 15.3.4 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 employee contribution in Article 15.3.3, 15.3.6 and 15.3.7 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

- 15.3.5 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

- 15.3.6 Effective each year of the Agreement, the City contribution under 15.3.11 shall be adjusted to reflect the full annual percentage in the Portland Medical Care (CPI-W) as measured by the index for the 2<sup>nd</sup> half of the most recent calendar year and the 2<sup>nd</sup> half of the second most recent calendar year. However, in no event shall the contribution rate increase be less than two percent (2%) or greater than ten percent (10%).

- 15.3.7 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.

#### 15.4 **Health Fund Reserves**

- 15.4.1 The Health Fund shall be maintained with adequate reserves to meet fund obligations, which include claims, Incurred ~~But~~but Not Reported Claims Reserves, and Large Claim Reserves. The committee shall make recommendations to the City Council on creating other reserves as appropriate.
- 15.4.2 The term "excess reserves", as used in this agreement, shall be defined as the monies in the Health Fund which are not needed to meet fund obligations. Excess reserves shall remain in the Health Fund, but shall be subject to separate reporting to the committee.
- 15.4.3 The Health Fund and all reserves associated with the Fund must be maintained in an interest bearing account. Fund reserves shall be pooled, and shall not be allocated on an individual employee or employee group basis.

15.5 **Retiree and Survivor Benefits**

15.5.1 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 both the retiree and spouse (or domestic partner) reach age 65.

15.5.2 The city shall provide to the spouse (or domestic partner) and 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 dependent children until the spouse (or domestic partner) reaches age sixty-five or remarries (or establishes a new domestic partnership) and for each dependent child, until the lesser of age 19, 23 if a full-time student or date of the dependent child's marriage.

15.6 **Life Insurance**

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

15.6.2 The value of the policy shall be no less than \$10,000 and if greater, shall be such amount as established by the City Council upon the recommendation of the Labor/Management Benefits Committee.

15.6.3 The city shall make available supplemental life coverage on a voluntary, employee paid basis.

15.7 **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.

15.8 **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.

15.9 **Disability Insurance**

The city shall modify the benefits plan to include the addition of disability insurance for employees if recommended by the Labor/Management Benefits Committee and approved by the Portland City Council.

15.10 **Domestic Partners**

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

21. **UNION REPRESENTATION – Current Language**

The Business Representatives of the Union shall have access to the City's operations, provided they do not interfere or cause workers to neglect their work.

21.1 **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 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. It is also recognized that from time to time it will be necessary for the investigation and settlement of grievances to be carried on during working hours. The shop steward or Union officer shall notify his/her supervisor prior to performing such grievance-related activities. Such employee(s) shall notify his/her immediate supervisor indicating the nature and expected duration of such absence. If the time cannot be granted due to operational necessity, the responsible supervisor(s) shall arrange in a timely fashion for a mutually satisfactory time to perform the requested activity. Where such activities are necessarily or reasonably to be performed on City time, they may be done without loss of pay to the employee involved provided, however, such activities will be limited to the steward or Union officer having direct responsibility for them.

21.2 **Shop Stewards:** It is recognized by the City that shop stewards are desirable for the proper administration of the terms of this agreement. The City also recognizes that it

is desirable that the person designated as steward shall receive his/her fair share of the work that s/he is qualified to perform. In no event shall the City discriminate against a steward in the matter of layoff or rehires or discharge him/her on account of the proper performance of his/her steward's duties.

- 21.2.1 The Union shall have a right to take up any disciplinary action brought against a Shop Steward by the City as a grievance at Level Two of the grievance procedure, and the matter shall be handled in accordance with this procedure through arbitration, if deemed necessary by either party.

- 21.3 **Consultation, Negotiations and Meetings:** Consultation, negotiations and meetings with the City representative will be carried out at times mutually acceptable, and each party shall in good faith endeavor to perform such activities at a time which will not unreasonably inconvenience the other nor detract from the City's work operations. When such activities need to be carried on during working hours of the participants, such scheduled participants shall suffer no loss of pay for time actually spent in the activity nor for reasonable travel time to and from the activity. Such activities will include portions of Civil Service meetings to the extent that employees attend to provide testimony on agenda items directly impacting their individual employment status and make prior arrangements with their supervisor for such attendance. Where such issues impact more than one employee, no more than one employee spokesperson may attend on the City's time.

- 21.3.1 Meetings for the purpose of discussing disciplinary action under Section 30.1 will be held as promptly as possible, usually within two (2) working days, unless compelling reason requires an extension of time of up to an additional two (2) working days of the request for such a meeting.

- 21.4 **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.

- 21.4.1 There shall be one official personnel file maintained by the Bureau of Human Resources. Upon signing this agreement, all future disciplinary actions will be

maintained in the official personnel file. Any employee shall be allowed to examine his/her personnel file upon request. An employee will be made aware of any information placed in his/her personnel file. Nothing herein shall preclude bureaus from maintaining unofficial personnel files.

21.4.2 All written working rules or regulations affecting the working conditions of any employee covered by this agreement shall be made available upon request to the Union. The Union and the City shall meet immediately on any rule or regulation which tends to be in conflict with this agreement. It shall also be the responsibility of the City to inform employees of all rules and regulations which affect him/her as an employee.

21.4.3 Employees will be informed when there is a vacancy. Employees who wish to transfer may submit such request in writing to the Recreation Director. Preference for transfer will be given to current qualified employees. When a transfer is being considered, the City shall withhold taking such action until the employee to be transferred and the Union are notified in order to provide a reasonable opportunity for discussion of the matter, including alternatives to transfer.

21.5 **Labor Management Committee.** The City and the Union shall each appoint not less than two (2) nor more than four (4) members to a Labor Management Committee. This committee shall meet when requested by either party at a mutually convenient time and place to discuss any matters pertinent to maintaining good employer-employee relationships. Each party shall advise the other at least two (2) working days prior to such meeting as to the subject matters to be discussed.

21.6 **Information Requests.** Any information requests made by the Union under this labor agreement or the Oregon Public Employees Collective Bargaining Act will be charged at the applicable rate found in the City's Standard Fees for Public Records Requests in effect at the time of the request.

In accordance with Human Resources Administrative Rule 1.04 – Personnel Records, upon the employee's written release, the Union may inspect and obtain copies of the employee's official personnel file.

## 28. **TRAINING SCHOOLS AND CONVENTIONS**

28.1 In making determinations as to personnel who shall attend conventions or schools, the

City will give consideration to personnel covered by this Agreement, when it finds that attendance by such employees will appreciably add to their ability to perform their duties to an extent deemed by the City to be economically justifiable.

28.2 Represented employees selected by the City to attend job-related training will be compensated on the same basis as other employees for wages, per diem, and the costs of training and transportation.

28.3 Where the City requires certification of certain employee skills and the certification requirement did not exist at the time of employment in the classification, the City will pay the initial costs incurred in the certification. Present practices relating to the City assuming costs relating to employee certification will be continued. Driver's License and endorsements are excluded from this provision.

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

28.4.1 The City shall fund a Professional Development account in the amount of \$15,000 for each fiscal year of this agreement.

28.4.2 At the end of each fiscal year any unexpended monies will be returned to the City.

28.4.3 Professional Development training must be paid for and commence prior to the expiration of this contract.

28.4.4 Portland Parks & Recreation shall provide administrative assistance for the fund.

28.4.5 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. 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.

28.4.6 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 LL483 Recreation and two (2) members by the Director of Portland Parks & Recreation.

28.4.7 Portland Parks & Recreation will establish accounting procedures for the fund in accordance with all applicable Federal, State, and Municipal Laws.

28.4.8 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.

28.2.128.4.9 Release time to attend professional development seminars, classes, workshops and conferences shall be subject to the 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 28.4 is not subject to the grievance procedure.

Article 28.4 shall sunset upon expiration of this contract.

#### 34. EFFECTIVE DATE AND DURATION OF AGREEMENT

The parties agree that Recreation adopt the duration that is agreed upon by the District Council of Trade Unions (DCTU) and the City for their 2013-201X agreement.

July 1, 2013

This Agreement, effective ~~July 1, 2010~~ (Insert date ratified by City Council), shall remain in full force and effect until ~~June 30, 2013~~ (Insert end date of DCTU Agreement). In the event that City revenue sources should be decreased by the passage or impact of a tax limitation measure, legislatively mandated change, cut back in Federal and/or State revenue sharing or any other conditions causing a worsening of the City's financial position, the City Council and the Union agree that they will meet and discuss the economic impact and, by mutual agreement, will put forth a good faith effort to arrive at alternatives to a reduction in the work force.



**SCHEDULE A**  
**Rates Effective**

**July 1, 2013~~0~~ to June 30, 201~~3~~<sup>X3</sup> (Insert DCTU End Duration)**

To be updated upon ratification:

Job Class	Title	Entry	6 Months	1 Year	2 Year	3 Year
4322	Recreation Leader - F.T.	\$13.58	\$15.84	\$16.78	\$18.14	\$19.60
4325	Recreation Coordinator I	\$19.30	\$21.08	\$22.40	\$23.04	\$23.66
4326	Recreation Coordinator II	\$20.48	\$22.04	\$23.66	\$24.49	\$25.21

~~**YEAR ONE**—Effective July 1, 2010, Schedule “A” wage rates will remain unchanged from the current wages.~~

**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 for classifications in Schedule “A” shall increase 0.9% effective August 29<sup>th</sup>, 2013.**

~~**YEAR TWO**—Effective July 1, 2011, Schedule “A” wage rates will be revised as follows:~~

~~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 for 2<sup>nd</sup> Half 2009 and 2<sup>nd</sup> Half 2010) for Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than 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**—Effective July 1, 2012, Schedule “A” wage rates will be revised as follows:~~

~~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 index between 2<sup>nd</sup> Half 2010 and 2<sup>nd</sup> Half 2011) for Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of~~

Labor. However, in no event shall the salary increase be less than 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%).

**Classifications & Related Specialties**

To be updated upon ratification of this agreement.

4322 - Rec. Leader - F.T.	4325 - Rec. Coordinator I	4326 - Rec. Coordinator II
Aquatics	Aquatics	Aquatics
Generalist	Computer Lab	Multnomah Arts Center
Disabled Citizens	Community Music Center	Asst. Building Director
Customer Services Center Representative	Disabled Citizens	Public Events Permitting
	Generalist	Fitness
Pre-School	Outdoor Recreation/ Environmental Education	Pittock Mansion
Pottery	Multnomah Arts Center	Senior Recreation
	Pittock Mansion	Disabled Citizens
Tennis	Senior Recreation	Theater
Senior Recreation	Customer Services - Support/Training	Generalist
Outdoor Recreation/ Environmental Education	Tennis	Community Music Center
Community Music Center	Latino Outreach	
	Asian/Pacific Island Outreach	
	At-Risk Youth/Teen Outreach	
	Public Events Permitting	

**Recreation Classification/Compensation Survey and Seasonal Job Description Review****Timeline—Dates are approximate**

- Assumptions
  - 4 year contract July 1, 2013 through June 30, 2017
  - Information available for successor contract bargaining.
  - Market survey information to use Fall 2015 data.
- Timeline

- As early as August 2014 or as arranged  
Bureau of Human Resources Community Service Site Team will work with Portland Parks and Recreation to review and update Seasonal Recreation Job Descriptions
- As early as Fall of 2015 or as arranged  
Bureau of Human Resources Classification & Compensation will review all Recreation Classifications, including specialties. The review will include updates/clarifications of Classification Specifications and a market compensation study.
- Calendar year 2016  
Classification & Compensation and the Community Service Site Team will combine information from the Seasonal Job Descriptions review and the Recreation Classifications review and make it available to both the City and Laborers Local 483 for 2017 successor negotiations.

#### Elements of Market Survey:

- The survey will provide information for discussion. It is not an absolute determination of compensation adjustments needed.
- Indication of differences from the market may vary with the number of job matches the degree of matching, and which jurisdictions match our individual City classifications. Moreover, BHR cannot survey for every classification and not every jurisdiction has our exact classifications, so we rely on "matches" with benchmark jobs, based on a comparison of the work. All classifications are linked to benchmark jobs, if not designated as a benchmark job.
- Although compensation data will be highly accurate, the validity of comparison to the market may vary.
- Information collected by BHR will be subject to review and made available to union representatives (except for copyrighted published survey information). All calculations will be labeled to explain elements included in the calculation. Efforts will be made to make the data and calculations as transparent as possible.
- Internal alignment of compensation within the City is also an important factor to consider as is recruitment and retention. (Internal alignment takes into account the proximity of compensation of one classification compared to others with comparable job evaluation factors, like duties and responsibilities, knowledge/skills/abilities, etc.)
- The market survey concept does not include changes to range structure.
- Both parties will need to manage expectations about the impact of the results of this survey, as completing the survey does not guarantee any increase in pay.

*[Signature]*  
12/19/13

*[Signature]*  
12/19/13