

City of Portland – Laborers' Local 483
Seasonal Maintenance Workers Negotiations
City Proposal
May 28, 2014

TA 5/28/14
E.B. a
JTW 186828

Preamble

This Agreement made and entered into ~~this August 17, 2011~~, by and between the City of Portland, Oregon, hereinafter called the City, and Laborer's, Local 483 Employees (Seasonal Maintenance Workers), 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in another recognized legal forum, any grievance filed by that same employee or the Union under this Article will be withdrawn.~~

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1. Recognition

- 1.1 The City recognizes the Union as the sole collective bargaining agent for all employees in the classification of Seasonal Maintenance Worker.
- 1.2 A Seasonal Maintenance Worker may be employed for a limited duration for a maximum number of hours per calendar year as defined by the City's Human Resources Administrative Rules. Currently the maximum number of hours is ~~1200~~ **1400**. ~~The parties recognize the maximum number of hours is limited by City Charter.~~ Should the ~~City Charter~~ **City's Human Resources Administrative Rules** change, the parties agree to meet pursuant to ORS 243.698 to bargain over the impact of the change.
- 1.3 The City may employ Seasonal Maintenance Workers at any time of the year.

John D. W. 8/26/14
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11. Re-employment

11.1 A Seasonal Maintenance Worker who completed his/her assignment for the season shall be eligible for re-employment to the same Bureau the following year only, provided in the judgment of the City that the employee is suitable for re-employment. The employee shall be provided written notification of eligibility for re-employment on his or her last scheduled workday. Copies of the notice will be placed in the employee’s official personnel file and provided to the Union.

In the event the City determines an employee completing his/her first or second season is not eligible for re-employment, that decision may not be appealed or grieved

In the event the City determines an employee completing his/her third consecutive season or greater is not eligible for re-employment, that decision may ~~not be appealed or~~ be grieved under the provisions of Article 32 Grievances and Complaints.

11.2 No change

11.3 No change

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18. Funeral Leave

18.1 An employee absent from duty by reason of the death of his or her spouse, domestic partner, parents, children, sisters, brothers, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents-in-law, step-children, step-brothers, step-sisters, step-parents, step-grandchildren and the equivalent relatives of an employee with a domestic partner, shall be allowed no more than two (2) days' time off duty without pay on account of such absence.

18.2 An additional two (2) days' leave without pay shall be allowed an employee for necessary funeral travel time in the event of a death in his/her immediate family. Approval for such travel time shall be made by the Division Head (or his/her designee).

18.3 An employee may use any accrued paid leave while on funeral leave as provided by the Oregon Family Leave Act.

8/11/14 Patricia J. Ward
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MEDICAL INSURANCE

27.1 Eligibility through December 31, 2014

Effective through December 31, 2014, A Seasonal Maintenance Worker shall be eligible for the City of Portland's Seasonal Maintenance Worker Medical, Vision and Dental Benefits Plan (Seasonal Worker Benefits Plan) if the employee worked as a Seasonal Maintenance Worker during the prior calendar year.

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

27.1.2 Enrollment through December 31, 2014

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

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

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

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

27.1.4 Continued Eligibility through December 31, 2014

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

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

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27.2 Eligibility effective January 1, 2015

Effective January 1, 2015, a Seasonal Maintenance Worker will be eligible for the Seasonal Worker Benefits Plan on the first month following 60 days of service in a position that is scheduled within SAP for a minimum of twenty-eight (28) hours per week.

27.2.1 Enrollment effective January 1, 2015

Effective January 1, 2015, an employee may enroll eligible family members within 30 days after the employee's initial enrollment. Seasonal Worker Benefits Plan coverage for eligible family members will be retroactive to the date the employee became eligible for coverage.

27.2.2 The employee's additional required Seasonal Worker Benefits Plan contribution will be withheld from the employee's next paycheck after the enrollment process is complete and any required documentation is received.

27.2.3 Continued Eligibility effective January 1, 2015

In order to continue eligibility for the City's Seasonal Worker Benefits Plan, a Seasonal Maintenance Worker must have been paid for one hundred twelve (112) hours in the prior month.

27.3 Coverage Termination

For the term of this Agreement, coverage in the Seasonal Worker Benefits Plan will end at the end of the month in which the Seasonal Maintenance Worker ends employment; coverage will not be extended for an additional month if the employee's final paycheck is insufficient to cover the required Seasonal Worker Benefits Plan contribution.

27.24 City/Employee Contributions

For the term of this Agreement, the City shall contribute for each eligible Seasonal Maintenance Worker ninety percent (90%) of the total Seasonal Maintenance Worker Medical-Benefit Plan rates adopted by the City Council for the one party, two party, or family enrollees (whichever applies) for the term of the Agreement.

Effective January 1, 2015, to meet Federal Affordable Care Act (ACA) requirements, the City will continue its employer contribution for up to six (6) months for any employee who remains employed by the City and who had previously met the eligibility requirement, but has reduced hours below the eligibility requirement.

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

27.35 —Employee Opt Out

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

27.6. Affordable Care Act Excise Tax Limit

The parties agree to reopen this Article if the cost of the Seasonal Worker Benefits Plan is projected to be above the 2018 ACA federal excise tax limit.

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32 Grievances and Complaints

32.1 To promote better City-employee relationships, all parties pledge their immediate cooperation to settle any grievances or complaints that might arise out of the application of this Agreement, and the following procedure shall be the sole procedure to be utilized for that purpose. The parties further agree that all meetings under this procedure will be conducted in a professional manner and in a spirit of mutual respect consistent with mutual resolution of grievances arising under this Agreement.

32.2 If there is a breach of any provision of this Agreement affecting a group of employees, or if the breach of any provision of this Agreement is the result of an agreement reached between the City and an employee without the approval of the Union involved, the Union shall have the right to take up such breach with or without the consent of the employees or employee involved.

32.3 Procedure:

32.3.1 Time Limits:

It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Failure by the City to respond in writing within the time limits at each level shall render the grievance automatically appealed to the next level in the grievance procedure. Failure by the Union to file the grievance or respond in writing within the time limits at each level shall render the grievance automatically withdrawn. The Union will advise the appropriate individual at the next level within a reasonable period of time.

32.3.2 **Informal Level:** Before presenting a written grievance, the employee should attempt to resolve the matter by informal conference with his or her immediate designated supervisor outside the bargaining unit. A representative of the Union may attend any meeting under this section.

32.3.3 Level One -- Immediate Designated Supervisor:

- a. If a dispute is not resolved at the informal level, the employee or Union shall file the grievance in writing on the appropriate form to the immediate designated supervisor outside the bargaining unit within ~~five (5) working~~ seven (7) calendar days of the claimed violation.

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- b. This statement shall specify the provision or provisions of this Agreement claimed to be violated and the manner in which such provision is claimed to have been violated, all pertinent information, the remedy sought, and shall be signed by the employee and/or by the Union.
- c. The immediate designated supervisor to whom the grievance is directed shall communicate his or her decision, along with the reasons therefore, to the employee and the Union in writing within ~~five (5) working~~ seven (7) calendar days.

32.3.4 **Level Two — Grievance Review Committee: Bureau Head/ Human Resources:**

- a. The Grievance Review Committee shall be composed of one representative appointed by the Union, one representative appointed by the City, and one representative jointly appointed by the parties. Any costs of the jointly appointed representative shall be equally divided by the Union and the City.
- a.b. If the employee or the Union is not satisfied with the disposition at Level One the employee or the Union may appeal the grievance to the Grievance Review Committee Director of the Bureau of Human Resources, or designee or the bureau head, or designee within ten (10) working fourteen (14) calendar days after receiving notice of the decision.
- b.c. The appeal shall include a copy of the original grievance and the Level One response.
- e.d. Upon timely filing, the written grievance will be discussed between the employee, the Union involved and the Grievance Review Committee director of the Bureau of Human Resources, or designee or Bureau Head, or designee within ten (10) working fourteen (14) calendar days after filing, unless extended by mutual consent of the Union and the City.

~~Upon timely filing, the written grievance will be discussed between the employee, the Union involved and the Director of the Bureau of Human Resources, or designee or Bureau Head, or designee within ten (10) working days after filing, unless extended by mutual consent.~~
- e. The Grievance Review Committee shall submit a written decision to the Director of the Bureau of Human, or designee, for review and approval within fourteen (14) calendar days of the meeting. If the decision is not unanimous, the dissenting party may submit a written explanation of the reasons for her/his disagreement with the decision.

f. ~~The decision of the Director of the Bureau of Human Resources, or designee or Bureau Head, or designee, shall be final.~~

Level Three – Director of the Bureau of Human Resources

- a. The Director of the Bureau of the Bureau of Human Resources, or designee, shall review the written decision of the Grievance Review Committee as well as any written disagreement and either concur or disagree with the written decision within fourteen (14) calendar days of receipt. If the Director, or designee, disagrees with the written decision, she/he shall provide a written explanation therefore.
- b. The decision of the Director of the Bureau of Human Resources, or designee, shall be final.

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35. Effective Date and Duration of Agreement

This Agreement, effective upon signing shall remain in full force and effect until
June 30, 2018. ~~2014~~.

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Patrick Ward

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7/2/14

Article XX Sick Leave

Sick Leave shall be provided in accordance with the City of Portland Protected Sick ~~Time Leave~~ Ordinance. **Should the Protected Sick Time Ordinance be amended during the term of this agreement, the parties agree to meet pursuant to ORS 243.698 to bargain over the impact of the amendment(s).**

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8/11/14 Patrick J. Ward
TA 8/11/14 G.B. a.

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Article XX
~~Memorandum of Understanding~~
Training and Development

The parties to this agreement acknowledge some Seasonal Maintenance Workers (SMWs) are seeking regular employment with the City. To assist SMWs to this end, current SMWs and SMWs with an active written notification of eligibility for re-employment may attend trainings offered by the City to develop their skill base and assist with job application and interviewing skills.

For active SMWs, attendance during regular work hours must be approved in advance by his/her supervisor. Paid time for attending training during regularly scheduled hours is at the discretion of the bureau.

The individual SMW is responsible with providing current contact information in order to be notified of training and development opportunities.

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SCHEDULE “A”

Salary rates for the Seasonal Maintenance Worker classification for ~~the period July 1, 2014~~ the date of ratification to June 30, ~~2018~~ 2014 are contained in Schedule “A.”

YEAR ONE - ~~July 1, 2014~~ upon ratification by the parties to June 30, ~~2015~~ 2012

JCN	Title	Entry	Maximum
1205	Seasonal Maintenance Worker	\$11.95	\$13.14
		<u>\$12.90*</u>	<u>\$14.18*</u>

*Rate not verified by Classification and Compensation

These salary rates reflect an increase of two and seven-tenths percent (2.7%) ~~one and two-tenths percent (1.2%)~~ over the salary rates in effect for the period of July 1, ~~2013~~ 2014 to June 30, ~~2014~~.

YEAR TWO - July 1, ~~2015~~ 2012 to June 30, ~~2016~~ 2013

Salary rates for classifications in Schedule “A” for the period July 1, ~~2015~~ 2012 to June 30, ~~2016~~ 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 for January, ~~2015~~ 2012 and 2nd Half ~~2014~~ 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 - July 1, ~~2016~~ 2013 to June 30, ~~2017~~ 2014

Salary rates for classifications in Schedule “A” for the period July 1, ~~2016~~ 2013 to June 30, ~~2017~~ 2014 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 for January, ~~2016~~ ~~2013~~ and 2nd Half ~~2015~~ ~~2012~~) for the City of Portland, Oregon, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

YEAR FOUR - July 1, 2017 to June 30, 2018

Salary rates for classifications in Schedule "A" for the period July 1, 2017 to June 30, 2018 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 for January, 2017 and 2nd Half 2016) 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%).

A Seasonal Maintenance Worker who completes a season at the entry rate shall be paid at the maximum rate in any subsequent season he/she is employed as a Seasonal Maintenance Worker, provided he/she has no break in re-employment. A Seasonal Maintenance Worker who returns after a break in re-employment shall be paid at the entry rate unless the bureau director or designee authorizes the employee be paid at the maximum rate. If the break in re-employment is due to a lack of available work, the employee shall be paid at the maximum if he/she is re-employed in a subsequent season.