

LETTER OF AGREEMENT
Laborers Local 483 and the City of Portland
Seasonal Park Rangers

186891

The parties to this Letter of Agreement (LOA) are Laborers Local 483 (LL483) and the City of Portland (CoP). On May 20th, 2014 the employees in the Park Ranger classification who have seasonal appointments were certified by the Employment Relations Board as exclusively represented by LL483 under the District Council of Trade Unions (DCTU) Collective Bargaining Agreement. With respect to Seasonal Park Rangers, the terms and conditions of the DCTU contract do not apply unless specifically outlined below.

Preamble Applies.

1. Recognition applies as indicated except:
 - 1.1.1 Seasonal Park Rangers have no probationary period.
 - 1.1.5 Seasonal Park Rangers may work up to 1400 hours per calendar year.
2. Union Security applies.
3. Dues Check-Off applies.
4. Management Rights applies.
5. Productivity applies.
6. Job Security and Outside Contracting applies.
7. Work Schedules and Workweeks does not apply. Instead the following language applies:

The City maintains the right to alter an employee’s workday or workweek, and to require an employee to work overtime and on a weekend or holiday. An employee’s work schedule shall normally be 40 hours during each workweek. A work schedule shall normally have the same starting and quitting times unless staffing requirements dictate otherwise, or by mutual agreement of the City and the affected employee. If staffing requirements dictate a work schedule that does not have the same starting and quitting times, the City will provide the union written notice of the schedule.

A “workweek” is defined as any combination of workdays assigned to an employee for work within a period of seven (7) consecutive days. The beginning of the workweek is the first day following an employee’s two (2) consecutive scheduled days off. For employees having nonconsecutive days off, the payroll week will be considered the workweek.

When an employee is assigned nonconsecutive days off, the time worked on the last scheduled day of the employee’s workweek shall be compensated at time and one-half, provided such compensation is specifically authorized by the Bureau Director.

Part-time work schedules shall be allowed.

An employee who fails to report at the scheduled starting time, or is otherwise unable to perform his or her normal duties for the full shift, shall not be guaranteed a full shift.

186891

- 8. Shifts applies as indicated except:
- 8.1 Second/Swing is defined by the following start times: 12:00 PM to 6:59 PM
- 9. Overtime applies as indicated except:
- 9.2 Employees are not eligible for Compensatory Time in lieu of pay at the applicable rate of overtime.
- 10. Reporting Pay and Minimum Pay applies.
- 11. Working Out of Classification applies.
- 12. Seniority does not apply.
- 13. Promotion applies
- 14. Layoff/Recall does not apply. Instead the following language applies:

A Seasonal Park Ranger who completed his/her assignment for the season shall be eligible for re-employment 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 is not eligible for re-employment, that decision may not be appealed or grieved.

- 15. Holidays does not apply. Instead the following language applies:

The following holidays shall be recognized and observed as guaranteed paid holidays:

New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Day After Thanksgiving; Christmas Day and every day appointed by the President or the Governor of the State of Oregon as a universal holiday for all citizens.

Whenever one of the above listed holidays falls on a Saturday, the Friday before said holiday shall be considered as a holiday and paid for as such. Whenever a holiday falls on Sunday, the following Monday shall be considered as a holiday and paid for as such. It is further provided whenever a holiday falls on an employee's regular scheduled day off; i.e., if the holiday falls on his/her first day off, the day before such holiday shall be considered as a holiday and paid for as such. If the holiday falls on his/her second or more contiguous scheduled day off, then the following day shall be considered as a holiday and paid for as such.

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

Eligible full-time employees shall receive eight (8) hours pay for each of the holidays set forth above on which they perform no work. Holiday pay for eligible part-time employees shall be pro-rated based on full time equivalency.

City of Portland – Laborers’ Local 483 Park Ranger Negotiations
City Mediation Only Proposal
Expires: 10/21/14

TA: GA 186891
TA: JKV

An eligible employee shall be any employee who has been an employee of the City at least two weeks prior to the holiday and is in paid status the day before and the day following the holiday. Employees directed or authorized to work on a holiday shall be compensated at time and one-half for the time worked on the holiday and shall 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.

- 16. Vacation does not apply.
- 17. Health and Life Insurance does not apply. Instead:

Eligibility

Effective January 1, 2015, Seasonal Park Rangers will be eligible for the City’s Seasonal Worker Medical, Vision and Dental Benefits Plans on the first of the month following 60 days of service in a position that is scheduled within SAP for a minimum of twenty-eight (28) hours per week.

Enrollment

A Seasonal Park Ranger will automatically be enrolled in Medical, Vision and Dental Benefits Plan single (1) party coverage when the initial eligibility requirement is met.

An employee may enroll eligible family members within 30 days after the employee’s initial enrollment. Medical, Vision and Dental Benefits Plan coverage for eligible family members will be retroactive to the date 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 process is complete and any required documentation has been received.

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

Continued Eligibility

In order to continue eligibility for the City’s Seasonal Worker Medical, Vision and Dental Benefits Plan, a Seasonal Park Ranger must have been paid for one hundred twelve (112) hours in the prior month.

City/Employee Contributions

The City shall contribute for each eligible Seasonal Park Ranger ninety percent (90%) of the total Seasonal Park Ranger Medical, Vision and Dental 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.

Each eligible employee shall contribute ten percent (10%) of the total Seasonal Park Ranger Medical, Vision and Dental Benefits Plan rates adopted by the City Council rates for the one party,

City of Portland – Laborers’ Local 483 Park Ranger Negotiations
 City Mediation Only Proposal
 Expires: 10/21/14

TA: GATA: JKU

two party, or family enrollees (whichever applies). The portion of the Medical, Vision and Dental Benefits Plan costs paid by a Seasonal Park Ranger shall be paid through a monthly pre-tax payroll deduction as allowed under state and federal tax code provisions.

To meet Federal Affordable Care Act (ACA) requirements the City will continue its employer contribution up to 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 requirements.

Employee Opt Out

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

Affordable Care Act Excise Tax Limit

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

18. Sick Leave does not apply. Instead:

Sick Time shall be provided in accordance with the City of Portland Protected Sick Time 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).

- 19. Family and Medical Leave applies.
- 20. Leaves of Absence does not apply except:
 - 20.2.2 Union leave applies.
- 21. Jury Duty and Witness Pay does not apply except:
 - 21.3 Applies
- 22. Safety-Sanitation applies as indicated except:
 - 22.13.1 Does not apply.
- 23. Union Representation applies.
- 24. Payday applies.
- 25. Strikes and Walkouts Barred applies.
- 26. Maintenance of Standards applies.
- 27. Wage Scales does not apply. Instead the following language applies:

If the position description of Seasonal Park Ranger is substantially revised, the City will set a wage range for the classification and notify the Union.

Upon setting a wage range for the revised classification, the City shall notify the Union of the range and its effective date. The Union may either accept the established range or within ten (10)

City of Portland – Laborers’ Local 483 Park Ranger Negotiations
 City Mediation Only Proposal
 Expires: 10/21/14

TA: SA
 TA: JKU

working days of receipt of the City's notice, notify the City's designee for labor relations of its desire to bargain under the provisions of state law. The union's demand to bargain shall include their proposed wage for the classification and a brief description of the reasoning supporting the wage rate. The City can establish an interim rate during bargaining.

28. Recoupment of Overpayment/Underpayment applies.
29. Tools applies.
30. Clothing applies except for 30.1. Current practice for work clothing provided below.
31. Unemployment Compensation applies.
32. Training, Schools and Conventions applies.
33. Evaluations/Counseling applies.
34. Discipline and Discharge does not apply. Instead the following language applies:

Disciplinary actions shall be limited to discharge. Employees are at will and may be discharged at the discretion of the City. Any employee discharged by the City shall be provided a statement of reason, which states the nature of the offense for which the employee is being discharged. A copy of the statement of reason shall also be provided to the Union. The affected employee may file an appeal of the discharge as a grievance at Level Two of the grievance procedure, provided the appeal is made in writing within seven calendar days of the discharge.

35. Grievance Procedure does not apply. Instead the following language applies:
 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.

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.

Procedure:

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.

City of Portland – Laborers’ Local 483 Park Ranger Negotiations
 City Mediation Only Proposal
 Expires: 10/21/14

TA: GA
 TA: JKV

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.

Level One -- Immediate Designated Supervisor:

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 days of the claimed violation.

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.

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 days.

Level Two -- Bureau Head/ Human Resources:

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 Director of the Bureau of Human Resources, or designee or the bureau head, or designee within ten (10) working days after receiving notice of the decision.

The appeal shall include a copy of the original grievance.

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.

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.

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

36. Warrant of Authority applies.
37. Savings Clause applies.
38. Effective Date and Duration applies.

City of Portland – Laborers’ Local 483 Park Ranger Negotiations
City Mediation Only Proposal
Expires: 10/21/14

TA: SA
TA: Jku

186891

Schedule A. applies.

On September 1st, 2014 Seasonal Park Rangers will be placed at the step closest to their current hourly rate, which does not result in a pay cut. Seasonal Park Rangers will move through the steps based on hours paid (6 months = 1040 hours, 1 Year = 2080 hours, etc.). Any Seasonal Park Ranger making more than the maximum of the range will be Red Circled per the City’s Human Resource Administrative Rules on Compensation.

Job #	Job Title	EN	M6	Y1	Y2	Y3
new	Seasonal Park Ranger	\$15.83	\$17.25	\$18.29	\$19.39	\$20.55

Schedule B does not apply.

City of Portland – Laborers’ Local 483 Park Ranger Negotiations
City Mediation Only Proposal
Expires: 10/21/14

TA: GATA: JKU

Current Practice for Uniforms/Clothing:

Rangers are issued 2 shirts (at least one being short sleeve), 3 pants (at least one being long leg pants, and one being shorts), and 1 jacket. If assigned to work in inclement weather such as in winter, additional uniform items will be issued.

In addition, Rangers must purchase or provide their own footwear and their own belt. Footwear must be sturdy, closed toed and suitable for hiking in densely forested areas. Belts must be a dark neutral color to match as closely as possible the color of the Ranger’s footwear (e.g., Brown boots would require a brown belt) and at least one inch in width. Rangers will wear their shirts tucked in and buttoned to the second button; pants will be belted. Rangers are expected to keep their uniforms clean, in good repair and worn properly. Any part of the uniform that becomes worn or damaged will be repaired or replaced as necessary by the Park Rangers. Rangers are not permitted to wear any items of clothing or decorations that are not department issued without the express permission of the Supervisor. Rangers are required to wear the Ranger uniform while performing work as a Park Ranger, unless otherwise authorized. All items of equipment and clothing that are issued must be returned by an employee’s last day of work.

City of Portland – Laborers’ Local 483 Park Ranger Negotiations
 City Mediation Only Proposal
 Expires: 10/21/14

TA: GA
 TA: JKU

LETTER OF AGREEMENT
Laborers Local 483 and the City of Portland
Regular Park Rangers

The parties to this Letter of Agreement (LOA) are Laborers Local 483 (LL483) and the City of Portland (CoP). On May 20th, 2014 the employees in the Park Ranger classification who have regular appointments were certified by the Employment Relations Board as exclusively represented by LL483 under the District Council of Trade Unions (DCTU) Collective Bargaining Agreement. With respect to Regular Park Rangers, the terms and conditions of the DCTU contract do not apply unless specifically outlined below.

Preamble Applies.

1. Recognition applies as indicated except:
 - 1.1.1 Probationary period is 9 months from the date of hire.
2. Union Security applies.
3. Dues Check-Off applies.
4. Management Rights applies.
5. Productivity applies.
6. Job Security and Outside Contracting applies.
7. Work Schedules and Workweeks applies.
8. Shifts applies as indicated except:
 - 8.1 Second/Swing is defined by the following start time: 12:00 PM to 6:59 PM
9. Overtime applies as indicated except:
- 9.2 Employees are not eligible for Compensatory Time in lieu of pay at the applicable overtime rate.
10. Reporting Pay and Minimum Pay applies.
11. Working Out of Classification applies.
12. Seniority applies as indicated except:
 - 12.2 Employees shall not be able to bid reporting locations or new job locations
 - 12.3.3 Bid Trades does not apply.
13. Promotion applies
14. Layoff/Recall applies
15. Holidays applies.
16. Vacation applies.
17. Health and Life Insurance applies.
18. Sick Leave applies.
19. Family and Medical Leave applies.
20. Leaves of Absence applies.
21. Jury Duty and Witness Pay applies.
22. Safety-Sanitation applies as indicated except:
 - 22.13.1 Does not apply.
23. Union Representation applies.
24. Payday applies.
25. Strikes and Walkouts Barred applies.
26. Maintenance of Standards applies.

City of Portland – Laborers’ Local 483 Park Ranger Negotiations
 City Mediation Only Proposal
 Expires: 10/21/14

TA: SA
 TA: JKU

- 27. Wage Scales applies.
- 28. Recoupment of Overpayment/Underpayment applies.
- 29. Tools applies.
- 30. Clothing applies except 30.1. Current practice for work clothing is stated below.
- 31. Unemployment Compensation applies.
- 32. Training, Schools and Conventions applies.
- 33. Evaluations/Counseling applies.
- 34. Discipline and Discharge applies.
- 35. Grievance Procedure applies
- 36. Warrant of Authority applies.
- 37. Savings Clause applies.
- 38. Effective Date and Duration applies.

Schedule A applies.

On September 1st, 2014 Park Rangers will be placed at the step closest to their current hourly rate, which does not result in a pay cut. Any Park Ranger making more than the maximum of the range will be Red Circled per the City’s Human Resource Administrative Rules on Compensation.

Job #	Job Title	EN	M6	Y1	Y2	Y3	Y4
30001709	Park Ranger	\$ 18.99	\$ 20.69	\$ 21.73	\$ 22.82	\$ 23.96	\$ 25.16

Schedule B. does not apply.

City of Portland – Laborers’ Local 483 Park Ranger Negotiations
City Mediation Only Proposal
Expires: 10/21/14

TA: JA
TA: JKU

Current Practice for Uniforms/Clothing:

Rangers are issued 2 shirts (at least one being short sleeve), 3 pants (at least one being long leg pants, and one being shorts), and 1 jacket. If assigned to work in inclement weather such as in winter, additional uniform items will be issued.

In addition, Rangers must purchase or provide their own footwear and their own belt. Footwear must be sturdy, closed toed and suitable for hiking in densely forested areas. Belts must be a dark neutral color to match as closely as possible the color of the Ranger’s footwear (e.g., Brown boots would require a brown belt) and at least one inch in width. Rangers will wear their shirts tucked in and buttoned to the second button; pants will be belted. Rangers are expected to keep their uniforms clean, in good repair and worn properly. Any part of the uniform that becomes worn or damaged will be repaired or replaced as necessary by the Park Rangers. Rangers are not permitted to wear any items of clothing or decorations that are not department issued without the express permission of the Supervisor. Rangers are required to wear the Ranger uniform while performing work as a Park Ranger, unless otherwise authorized. All items of equipment and clothing that are issued must be returned by an employee’s last day of work.

City of Portland – Laborers’ Local 483 Park Ranger Negotiations
City Mediation Only Proposal
Expires: 10/21/14

TA: GA
TA: JKU

**Memorandum of Understanding
Park Ranger Seniority Clarification**

The parties to this Memorandum of Understanding are the City of Portland (City) and Laborers Local 483 (Union).

Recitals

1. On May 20th, 2014 the Employment Relations Board certified the Union as the exclusive representative for ‘all Park Rangers employed by the City of Portland, including full-time park rangers and park rangers employed by City administrative rule to 1400 hours per calendar year’ under the District Council of Trade Unions (DCTU) contract.
2. Full time Park Rangers include individuals in the Park Ranger classification and an individual in the Community Outreach and Information Assistant classification that has been working as a Park Ranger.
3. The City and the Union are engaged in negotiations on the terms and conditions of employment for Park Rangers under the DCTU contract.
4. Seniority is the length of service in a permanent appointment to a specific job classification in the classified service.
5. All full-time employees performing the work of Park Rangers should be placed into the classification of Park Ranger.

Agreement

1. The City and the Union agree that it is appropriate to reclassify the Community Outreach and Information Assistant (Job Code 30000491) performing the work of a Park Ranger to the classification of Park Ranger (Job Code 30000179).
2. The City and the Union agree that the Community Outreach and Information Assistant, when reclassified, will have seniority be from the date of first limited duration appointment to the Community Outreach and Information Assistant classification, September 30, 2010.

City of Portland – Laborers’ Local 483 Park Ranger Negotiations
City Mediation Only Proposal
Expires: 10/21/14

TA: AKTA: JKU

**Letter of Agreement
Park Ranger Safety and Training**

The parties to this Memorandum of Understanding are the City of Portland (City) and Laborers Local 483 (Union).

Recitals

1. The City and the Union have a mutual interest in ensuring a well-trained Park Ranger workforce.
2. The City and the Union have a mutual interest in ensuring Park Rangers are safe on the job.
3. The Portland Parks and Recreation Bureau (PP&R) has an established Safety Committee per Article 22.2 of the DCTU contract.
4. The Park Ranger Program runs an established Ranger Academy to train Park Rangers when a group is hired at once.

Agreement

1. PP&R will create a seat, for a represented Park Ranger, on the Bureau Safety Committee established under Article 22.2 of the DCTU contract.
2. The PP&R Safety Coordinator will meet annually with the Park Rangers to discuss Safety issues. The Park Ranger Program will have Safety as an agenda item during its regular staff meetings.
3. The Park Ranger Program will establish a Training Committee with at least two represented Park Rangers and two Managers. This Committee will be tasked with reviewing the curriculum for the Ranger Academy and making recommendations for training year round.

City of Portland – Laborers’ Local 483 Park Ranger Negotiations
City Mediation Only Proposal
Expires: 10/21/14

TA: GA 186891
TA: JKU

**Letter of Agreement
Park Ranger Recruitments**

The parties to this Memorandum of Understanding are the City of Portland (City) and Laborers Local 483 (Union).

Recitals

1. The Union has an interest in working to establish opportunities for Seasonal Park Rangers to fill vacant, budgeted Park Ranger positions.
2. The City recognizes that Seasonal Park Rangers are trained in the work of Park Rangers

Agreement

1. The City and the Union agree that Portland Parks and Recreation (PP&R) will run every other Park Ranger recruitment as an Internal Recruitment.
2. This agreement is not grievable.
3. If PP&R misses an Internal Recruitment the resolution will be to make it up in the subsequent recruitment.
4. This agreement sunsets with the duration of this Collective Bargaining Agreement.