

## Partial Compliance Agreement

### Background

1. The parties to this agreement are LIUNA Local 483 (the union) and the City of Portland (the City.)
2. The union and the City are parties to a collective bargaining agreement effective from July 1, 2013 to June 30, 2017.
3. The union filed a grievance in April, 2013 claiming that the City violated Article 1.1.5 of the contract by assigning non-bargaining unit members the work of bargaining unit members on a non-incident basis. The City denied the grievance.
4. On January 21-23, 2015, the parties went to hearing on the grievance before Arbitrator David Stiteler. Arbitrator Stiteler issued an Opinion and Award on May 1, 2015.
5. In his award, Arbitrator Stiteler held that the City violated, and is continuing to violate, the contract by assigning bargaining unit work to non-unit employees. He ordered the City to “cease and desist from assigning bargaining unit work, as set out in the job descriptions, to non-unit employees.”
6. After the issuance of the award, the City and the Union met to discuss compliance. The union agreed not to file compliance proceedings with ERB or to expect the City to take compliance action until July 1, 2015. However, the union asserted that if the City failed to show a “good faith effort” toward

compliance by July 1, the union would file a ULP that the City was failing to comply with the award.

7. The parties met on several occasions in June and July, 2015. They agreed that the City would take the following first steps toward compliance with the order.

#### Agreement

8. Retroactive to July 1, 2015, the City will make the total conversion of 12 Permanent F/T, 30 Permanent P/T, 19 Permanent P/T, and 25 FTE Schedule B Limited Term positions listed on the "Summary of Hours for Compliance Demand." The summary is attached as Exhibit A and is fully incorporated by this reference. These will be LIUNA Local 483 bargaining unit positions paid under the contract and entitled to all rights and benefits pertinent thereto. Both parties understand that the City will make initial temporary appointments for all the positions listed in this paragraph, but the City will not go through the civil service process for those positions that are limited term only. For purposes of healthcare eligibility under Article 15.2.1 of the parties CBA, the date of hire shall be considered July 1, 2015, and all other benefits shall be retroactive to July 1, 2015. The City will issue a supplemental paycheck for the difference in wages between the amount that the employee earned as a casual employee and the amount the employee would have earned at the converted hours and wages rate as a bargaining unit member for the same work performed, including any union dues deductions required by the CBA. For

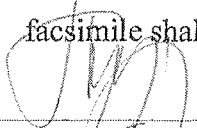
example, if a person worked as a casual employee customer service representative II for 10 hours per week in July and as a casual employee personal trainer for 10 hours in July, and is then converted to a bargaining unit position as a customer service representative II half-time under this Agreement, then the employee shall receive 10 hours of bargaining unit pay per week, plus the difference in wages for the 10 hours of casual customer service representative II work and the bargaining unit work rate of pay.

9. The City has represented that the approximate cost of this conversion is \$2,355,443.01. The union specifically relies upon this statement in the execution of this agreement. By signing this agreement, the City agrees that it will maintain the above funding which is for the 2015-2016 budget year. Notwithstanding the above, the City retains the right to alter individual FTE, e.g. to take two .5 FTE and create 1 FTE at its sole and exclusive discretion, provided that the total FTE remains in place per this agreement.
9. The City will cease using casuals for Customer Service Rep IIs, Preschool teachers, and Assistant Pool managers effective July 1, 2015, or in any event no later than August 1, 2015.
10. The City will create three FTE limited term positions into bargaining unit positions to cover bargaining unit work that had been performed by Camp Director.
11. The City will meet with the union between August 1, 2015 and December 1, 2015 to agree upon further additions which may be required by the arbitration

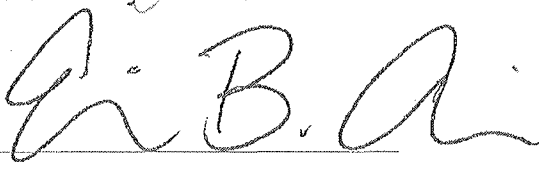
award, per the parties previous discussions, as well as to agree upon job descriptions which better delineate bargaining unit work.

12. As a quid pro quo for the above, the union agrees it will hold the City harmless from a demand in the above-referenced compliance discussions to include job titles that do not include the regular consistent performance of bargaining unit work. At the time of execution of this agreement, the parties anticipate that these jobs will include lifeguards, swim instructors, water fitness instructors (except for when upgraded to do programming as Recreation Leaders), Arts instructors, class instructors, fitness attendants, and fitness instructor assistants.
13. The parties specifically agree that this agreement does not represent the entirety of actions which the City is required to undertake under the arbitration award. The parties further stipulate that this agreement relates solely to the question of the implementation of the arbitration award and shall not be used for any other purpose. Between now and December 1, 2015, the parties agree that the union will not file any new grievances or an unfair labor practice for any seasonal/casual employee performing bargaining unit work except as specifically stated herein. The city agrees that the timeline for any unfair labor practice compliance proceedings or grievances as to the use of seasonal/casual employees performing bargaining unit work except as stated herein shall start on December 1, 2015.

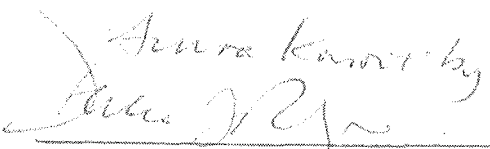
14. The parties agree that this is the complete agreement between them and that is contractual and not a mere recital. The parties further agree that a signature via facsimile shall be enforceable and effective as if it were an original signature.

  
Warren Jimenez for Mike Abbuté  
for: City of Portland


7/17/15  
Date

  
for: Laborers Local 483

July 16, 2015  
Date

  
David Rhys for Anna Kanwit  
for: Bureau of Human Resources

July 17, 2015  
Date

  
Heidi K. Brown  
for: City Attorney's Office

July 17, 2015  
Date

**PHASE ONE**  
**POSITION CONVERSION SUMMARY**

July 6, 2015

**FACILITY BASED**

**Customer Service Representative II:**

The CSR II's are front desk staff responsible for providing customer service to anyone who enters the building or calls the office seeking information or assistance. Additionally, the CSR II is responsible for managing work flow at the front desk, & communicating messages to building staff. The customer service center in the Portland Building also has CSR II's.

Convert the number of current hours of seasonal CSR II used into Permanent PTE & FTE, while balancing peak needs in programs and facilities.

Converting 49,053 of current seasonal hours to the following:

11	Permanent F/T
15	Permanent 3/4 P/T
11	Permanent 1/2 P/T

Total cost to make this conversion occur: \$1,302,653

**Assistant Pool Managers:**

Assists the Pool Manager in the operation of the pool facility including prepare assignments, supply instructors with materials, plan program activities, help train and evaluate staff and respond to guest concerns. Supervise the collection and banking of all receipts. Submit cash collection report daily.

Convert the number of current hours of Assistant Pool Managers into Limited Duration (LTD) Recreation Coordinators (Upgrade) ETE for the Summer season.

Converting 10,560 of current seasonal hours to the following:

22	Ltd Duration FTE
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Total cost to make this conversion occur: \$253,885

**PROGRAM BASED**

**Preschool Instructor:**

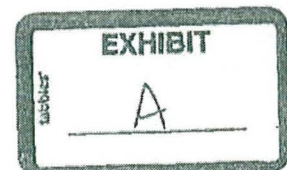
Responsible for creating, planning, implementing and instructing for children under 6. Provide healthy, safe environment for children to learn.

Convert the number of current hours of Preschool used into Permanent PTE & FTE, while balancing peak needs in programs and facilities.

Converting 27,412 of current seasonal hours to the following:

1	Permanent F/T
15	Permanent 3/4 P/T
8	Permanent 1/2 P/T

Total cost to make this conversion occur: \$751,228



**Recreation Coordinator upgrades to assist with Summer Camp Capacity:**

The three positions identified are responsible for generating staffing schedules, budget related work and responsible for overall direction of the day camp programs. (2 at SWCC and 1 at PPCC)

Convert the approximate number of current hours into Limited Duration (LTD) Recreation Coordinator (Upgrade) FTE for the camp season.

Converting 1,560 of current seasonal hours to the following:

3                                      Ltd Duration FTE

Total cost to make this conversion occur:                      \$47,677                      (approximate)

**TOTAL CONVERSION:**

12	Permanent F/T
30	Permanent 3/4 P/T
19	Permanent 1/2 P/T
25	Limited Duration FTE
<b>\$2,355,443</b>	<b>Total Amount</b>