

Letter of Agreement

The parties to this Letter of Agreement are the City of Portland (City) on behalf of Portland Parks & Recreation (PP&R) and Laborers' Local 483 (the Union or LL483).

Background


1. The City and the District Council of Trade Unions (DCTU), of which Laborers' Local 483 is a signatory Union, are parties to a collective bargaining agreement effective July 1, 2013 to June 30, 2017 (the 2013-2017 CBA).
2. On November 19, 2014, City Council ratified a Letter of Agreement between the City on behalf of PP&R and the Union that added all full-time and seasonal employees working in the classification of Park Ranger (Job Code 30000179) at PP&R to the existing LL483 bargaining unit under the 2013-2017 CBA (the LOA).
3. Ordinance No.185926, approved by City Council on March 13, 2013, authorized changes to the City Code to require Protected Sick Time for employees of Portland businesses and employees of the City (the Protected Sick Time Ordinance).
4. City Code 9.01 authorizes paid Protected Sick Time at a minimum accrual rate of one hour for every thirty (30) hours worked, to a maximum use of forty (40) hours of Protected Sick Time in a year, and may carryover over forty (40) hours of sick time in a new calendar year.
5. The LOA provides that seasonal Park Rangers may accrue and use paid City Sick Time in accordance with the Protected Sick Time Ordinance.
6. Regular City of Portland employees (permanent, temporary, limited duration) accrue sick leave at a higher accrual rate and may carryover all sick leave.
7. Under the Oregon Public Employee Retirement System (PERS), the City reports to PERS the accumulated unused sick leave accruals for employees annually. For PERS purposes, the maximum sick leave accrual rate is lowest rate of accrual for any employee who is entitled to sick leave.
8. Because the City has different accrual rates for different employees, the allowed rate for PERS purposes will be based on the lower accrual rate earned by seasonal Park Ranger bargaining unit members, which will reduce the accrued and unused sick leave accruals reported to PERS for all regular employees.

In order to avoid this result, the parties agree as follows:


Agreement

1. Seasonal Park Rangers shall accrue City Sick Time at the rate of one hour for every twenty (20) hours of work performed.
2. Seasonal Park Rangers may carry over into the next calendar year up to forty (40) hours of unused City Sick Time.
3. Seasonal Park Rangers may use any accrued and unused City Sick Time subject to the provisions of the City's Human Resources Administrative Rules or applicable collective bargaining agreement; usage is no longer limited to forty (40) hours in a calendar year.
4. Upon ratification by City Council by ordinance, this Agreement will be effective retroactive to January 1, 2014.

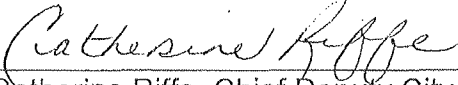
For the Union:


 Erica B. Askin, Laborers' Local 483 Business Representative
 12/3/14
Date

For the City:


 Anna Kanwit, Human Resources Director
 12-3-14
Date

Approved as to Form:


 Catherine Riffe, Chief Deputy City Attorney
 12/3/14
Date