

## Letter of Agreement

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

### RECITALS

1. The City and Union are parties to the Recreation (REC) Collective Bargaining Agreement (CBA) for the period of July 1, 2013 to June 30, 2017.
2. In April 2013 the Union filed a grievance alleging that the City violated Article 1.1.5 of the collective bargaining agreement by assigning non-bargaining unit members the work of bargaining unit members on a non-incidental basis.
3. The City denied the grievance at Level 1 and Level 2 and the Union moved the grievance to Arbitration.
4. On May 1, 2015 Arbitrator David W. Stiteler released a decision to the City and the Union regarding the grievance (LR #2013-023).
5. In his award, Arbitrator Stiteler held that the City violated, and is continuing to violate, the CBA 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.” The Arbitrator did not define the work of Recreation Support Persons so the parties met to resolve this issue. The City and Union met on several occasions to discuss compliance with the Arbitrator’s decision.

6. In July 2015 the parties reached a partial compliance agreement (Phase 1) that converted the following Recreation Support work to bargaining unit positions: Customer Service Representative IIs, Assistant Pool Managers, and Pre-School Teachers. In addition, certain duties were reassigned from Summer Camp Directors to Recreation Coordinator I’s.
7. The City and Union continued to meet thereafter to resolve all other compliance issues in Phase 2.

#### AGREEMENT

The City and Union agree to take the following steps in order to completely comply with Arbitrator Stiteler’s ruling.

#### Delineation of Bargaining Unit Work

1. The City and Union agree that the Recreation Work Task Matrix (“Task Matrix”) that is dated 01/15/2016 and signed, dated and initialed by the parties and incorporated by reference herein, will serve as the base document to determine what work Recreation Support employees can perform on a regular basis starting October 1, 2016. The Task Matrix is a Microsoft Excel document made up of a Key and “sheets” titled

alphabetically and by Recreation operational themes. Each sheet lists out commonly performed duties of Recreation staff, with the row heading showing the classification specification or staff title and the column heading showing duties. In each cell, the City and Union have assigned a letter from the Key which shows which tasks can be performed by each classification or staff title. Until October 1, 2016, the City is authorized to continue to have Recreation Support employees perform the various tasks assigned by Parks management, and such work shall not be limited by the Task Matrix or arbitration award except as limited by the partial compliance agreement (Phase 1).

2. The Task Matrix will also serve as the base document to determine what work can be performed under the Recreation Leader, Coordinator I, and Coordinator II classifications as a result of compliance with the ruling. The parties agree that in no event shall the Task Matrix permit the City to assign supervisory duties (as set out in ORS 243.650(23)) to bargaining unit members.
3. The City and Union agree that the Task Matrix may be updated as determined necessary or desirable by the Labor Management Committee referenced in 21.5 of the CBA. The LMC shall convene for an initial meeting to review the Task Matrix in March 2016. Should the LMC desire to make any substantive changes to the Task Matrix, those changes will require prior sign-off by the Business Manager of the Union and the City's HR Director for the City, or their designees. For any substantive changes, the Union may choose to not sign-off. If this occurs and the proposed substantive change is, or impacts,

a mandatory subject of bargaining, then the parties agree that notice for purposes of making a demand to bargain shall be deemed to have occurred as of the date that the LMC provided the proposed substantive changes to the Union Business Manager for sign-off.

4. The City and Union agree that the Labor Management Committee will develop rules and decision-making processes for updating the Recreation Work Task Matrix. The LMC's rules and decision-making processes hereunder will comply with existing contractual and legal limitations. The LMC has no authority to bargain any changes to mandatory subjects of bargaining.
  
5. The City and Union agree that, as of July 1, 2017, the City will cease allowing Recreation Support employees to fill any position made up of a combination of the following duties listed in the current Recreation Leader classification specification:
  - a. Front line instruction or program leadership;
  - b. Clerical processing, and
  - c. Direction of program or activities.

In addition, the Task Matrix defines and illustrates the duties that Recreation Support Persons can perform.

Phase 2 Positions

6. The City and Union agree that, as part of the 2016-17 budget process, PP&R will request permanent positions that total 50 full time equivalent (FTE), approximately 47 Recreation represented FTE and 3 non-represented FTE, to comply with the arbitration ruling and maintain service levels in Recreation. The parties understand that not all 47 represented positions will be full-time, but that the total positions combined will be the equivalent of 47 full-time. The bureau will submit P-4s requesting that Classification Compensation classify the newly represented positions as described in Exhibit A.
  
7. The Union and City acknowledge that, as a result of implementation of this agreement and the additional FTE in the 2016-17 budget, work will be reorganized in order to meet operational demands. Before July 1, 2016, the City may reorganize Recreation work by reducing the hours or changing the duties of an employee if the sole reason for such reorganization is for operational needs and not for the purpose of reaching compliance with this agreement.
  
8. If new bargaining unit positions are created before October 1, 2016, the City may temporarily appoint employees working in casual job titles to said bargaining unit positions. For purposes of healthcare eligibility, under Article 15.2 of the parties CBA, the date of hire shall be considered the date of temporary appointment into a Phase 2 position.

9. No later than October 1, 2016, all employees temporarily appointed to new bargaining unit positions and those who still work in casual jobs shall be given the opportunity to apply through the recruitment process for Phase 2 bargaining unit positions created under paragraph six of this Agreement. When filling the Council-funded positions described in this Agreement, the City may do external recruitments, but in such instances, all internal candidates who apply and make it on to the eligible list shall be given an interview. Additionally, post-eligible list, during the selection process, the City will include a factor that positively considers an employee's time in service since the date of hire as a Recreation employee.
10. The Union shall have the right to spend up to thirty (30) minutes with each employee who is appointed to a new bargaining unit position created during the implementation of this agreement (Phase 2). The time spent with each employee shall not exceed thirty minutes. The meeting times shall be arranged between the Union and the City and shall be at a mutually acceptable time. The meetings with employees shall be during the employees' break times, which are twenty (20) minutes. In addition to paying for the employees' break times as already required by law, the City shall also pay for the additional ten (10) minutes so that the total meeting time of thirty (30) minutes shall be paid by the City.

11. The City and Union agree that, as part of the 2016-17 budget process, PP&R will request \$10,000 for upgrade opportunities across Recreation in order to enforce the Task Matrix or provide career development opportunities.
12. The City and Union agree that the City will cease using Recreation Support classifications for non-recreation work. This work is in City Nature, EAGLE Golf, and Equity and Inclusion Youth Ambassadors.
13. The City and Union agree that if economic conditions prevent the City from funding some or all of the positions requested, the Union and City Council, or Council's designees, shall meet to put forward a good faith effort to arrive at alternatives to a reduction in the work force. Before such meeting, the Union agrees to discuss potential alternatives to a reduction in the workforce with Parks and Recreation management.

Resolving Related Grievances

14. The City agrees to provide targeted outreach and recruitment assistance to Mary Mobley through the Senior Human Resources Analyst in Diversity, Outreach, and Employment Resources
15. The City and Union agree that, upon City Council ratification this agreement, Kim Cunningham will be classified as a Recreation Coordinator I – Aquatics, resolving grievance LR #2015-049.17. The City and Union agree that, upon City Council ratifying

this agreement and going forward, Recreation Leaders performing work as Summer Aquatics/Pool Managers will be upgraded to Recreation Coordinator 1 for the period of time those individuals are serving as Summer Aquatics/Pool Managers, resolving grievance LR#2015-053.

16. The City and Union agree that the Phase I partial settlement and all subsequent amendments to that agreement that occurred prior to the date of this Agreement are hereby incorporated into this Agreement.

Employer Neutrality and Voluntary Recognition for Recreation Support Staff

17. The City agrees that the Recreation Support employees in Exhibit C share a community of interest with the existing Recreation bargaining unit. The City's agreement that Recreation Support employees in Exhibit C share a community of interest with the existing Recreation bargaining unit employees is non-precedent setting outside of the Recreation CBA, and specifically the City takes no position one way or another about a community of interest for any other group of City employees.
18. On March 15, 2016 the Union may request, and the City shall provide, an Excelsior list. The City shall provide the list in electronic format with the following information regarding Recreation Support employees whose titles are listed in Exhibit C and as drawn from the most recent information in SAP: names, home addresses, any work and personal telephone numbers, recreation support job title, work locations by cost center,



and the wage information of each employee from payroll records. In addition, the City shall provide the Union with the City's email address book from Outlook for all City employees. By the first of the month and each month thereafter until May 1, 2017, the City shall provide the Union with an updated Excelsior list that is drawn from the most recent SAP information. Between March 15, 2016 and May 1, 2017 the City agrees that, upon a proper showing of interest and absent any question of representation by another union, the City shall voluntarily recognize the body of work represented in Exhibit C to be included in the Recreation bargaining unit, to the extent permitted by law. The parties shall calculate the total number of employees for determining a 50% +1 showing of interest based on payroll data on the day of submission of cards. One week prior to the date the Union intends to submit the showing of interest, the Union may request and the City shall provide an updated Excelsior list within two business days. This list shall be considered by the parties to be an appropriate list for determining a showing of interest. The City's duties under this paragraph shall terminate no later than May 1, 2017, or on a proper showing of interest, whichever shall first occur. The City will not review a showing of interest under this agreement, if the Union has submitted three prior showings of interest.

19. For the life of the current CBA, Recreation Leaders shall be paid a premium of 65 cents per hour for any hours worked as an Employee In Charge, rounded up to the next whole hour.

20. The City agrees that the Union may access each stand-alone recreation center through an information table and greeter once per month. The date/time/location will be mutually agreed upon between the Union and the appropriate Recreation Supervisor.
21. The City agrees that it shall not engage in any activity, whether written or verbal, that is designed to interfere with Recreation employees' free choice regarding unionization. The City shall provide a training to all Recreation management regarding employer neutrality and employer prohibited actions under the PECBA. The City shall meet and confer with the Union regarding the content of the training.

Enforceable Agreement


22. The City and Union agree that this LOA places the City in full compliance with Arbitrator David W. Stiteler's May 1, 2015 decision. For the life of the current and successor CBA, and in the interests of labor peace, the parties agree that neither party shall file a unit clarification petition to exclude from the Union any Recreation represented employees or classifications currently in existence or provided for in this Agreement and any Phase 1 agreements from the Union.
23. The parties agree that this is a contract which is fully enforceable and that the union may elect to enforce its terms either through the filing of a grievance under the CBA or as an unfair labor practice, at the union's discretion. The parties pledge their agreement

to make best efforts to resolve any disputes about the terms of this Agreement in a collaborative manner.

24. Should any provision of this agreement be found contrary to law, the remainder shall be severable and shall remain in full force and effect.

25. This agreement shall remain in full force and effect unless and until the parties agree in writing to the contrary.

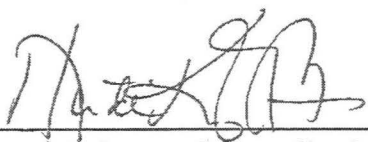
**For the City:**

  
\_\_\_\_\_  
Anna Kanwit, BHR Director 1-19-2016  
Date

**For the Union:**

  
\_\_\_\_\_  
Erica B. Askin, Laborers Local 483 Business Manager 1/19/16  
Date

**Approved to Form:**

  
\_\_\_\_\_  
Heidi K. Brown, Deputy City Attorney 1/19/2016  
Date

**Exhibit A****Summary of Positions for Phase 2 Compliance Settlement**

The City and Union agree that Portland Parks & Recreation's (PP&R) 2016-17 budget request shall include at least 47 additional Recreation bargaining unit FTE positions. These positions shall be placed in the following or a higher bargaining unit classification:

- Recreation Leader – Generalist
- Recreation Leader – Aquatics
- Recreation Leader - Pottery
- Recreation Facility Support Technician

In addition to the above classification specifications, the city and union agree that PP&R's 2016-17 budget request shall include funds for the following job assignments to be performed by represented Recreation bargaining unit positions:

- Fitness
- Lead Instructor
- Childcare Lead

**Exhibit C**

*The following terms are based on "seasonal" job titles as of January 15, 2016, and previous seasonal job titles.*

Recreation Support - Customer Service , which includes: front desk staff, CSR I's, and park hosts.

Recreation Support – Aquatics Instructor, which includes: swim lesson instructors.

Recreation Support – Attendants, which includes: summer free for all attendants, fitness attendants, special event attendants, roller rink attendants, gym attendants, teen room attendants, party and rental hosts, child care attendants, game room attendants, indoor park attendants, art park attendants, event hosts, and facility attendants.

Recreation Support – Counselors, which includes: camp counselor I's & II's, senior center project counselor I's & II's, summer playground I's & II's, trip leader driver I's & II's, after school counselor I's, II's, & III's, child care counselor I's & II's, and assistant preschool instructors (aides).