

City of Portland Final Offer to the DCTU 10/5/17

1. Recognition

1.1 The City recognizes the Unions as sole collective bargaining agent for all employees of the City in all classifications contained in Schedule A of this agreement, as defined in sections 1.1.1, 1.1.2, 1.1.3, 1.1.6, and 1.2 below.

1.1.1 Probationary Period.

For the purpose of this labor agreement, probation is defined as a six (6) month period from the date of hire, excluding any period of time off exceeding one (1) week in duration. For example, an employee hired on January 7 would complete his or her probationary period at the end of his or her shift on July 7. Notwithstanding the above, the probationary period for Police Records Specialist Trainee, ~~and~~ Police Identification Technician Trainee, Residential Plans Examiners, Commercial Plans Examiners, Utility Worker Apprentices and Water Operations Mechanic Apprentices shall be nine (9) months from the date of hire. Utility Worker Apprentices and Water Operations Mechanic Apprentices will not serve a Promotional Probationary Period at the completions of their apprenticeship. The probationary period may be extended for a period not to exceed three (3) months by mutual agreement between the City, the Union and the affected employee.

1.1.1.1 Notwithstanding Article 1.1.1 above, failure or inability by an apprentice or trainee to successfully complete the designated apprenticeship or training program may result in termination from the apprentice or training program even after completion of the probationary period.

1.1.1.2 All employees upon hire will receive an offer letter specifying the official start date and end date of their probation. The City shall ~~endeavor to~~ provide a copy of the offer letter to the appropriate Union. During their probationary period employees will be given a minimum of three written evaluations with a copy to the employee and the Union at approximately one month, mid-term, and one month prior to the end of probation. Nothing in this section shall limit management's right to terminate the probationary period.

1.1.1.3 The City shall ~~endeavor to~~ provide the appropriate Union with a copy of an employee's resignation, layoff, or separation notice.

1.1.2 **Permanent/Probationary Employee.** Any employee who has permanent or probationary status as provided by the Human Resources Administrative Rules and who works in a position budgeted on a yearly basis in a job classification contained in Schedule A.

1.1.3 **Permanent Part-Time Employee.** Any employee whose employment is for less than full-time in a job classification contained in Schedule A. Permanent part-time employees will be hired from the Civil Service register and will be given the first opportunity according to their standing on such register to become permanent employees. The probationary period of permanent part-time employees will be ~~approximately~~ nine (9) months from date of hire and step pay increases will be computed on the basis of hourly equivalence.

Permanent part-time employees will be paid in accordance with Schedule A and will receive fringe benefits, except Health and Life Insurance, on a pro-rated basis, half if the employee works less than seventy-two (72) hours per pay period, full benefits if the employee works seventy-two (72) hours or more in the pay period.

Permanent part-time employees will be eligible for Health and Life Insurance coverage as provided in section 17.2.2.

~~Permanent~~ Part-time employees will accrue seniority on the basis of ~~actual time worked in their classification~~ regular hours paid and approved unpaid leaves of absences in their classification and shall not bump permanent full-time employees.

1.1.4 ~~Emergency Employment Employee. Any employee employed full-time through an emergency public employment program in a job classification in Schedule A. The tenure for an Emergency Employment employee will be no longer than the period for which their employment is funded. Emergency Employment employees shall have seniority only within their own group during their limited term of employment.~~

1.1.54 ~~Seasonal Employee. Seasonal-Casual employees~~ Employees as defined herein shall be excluded from the bargaining unit covered by this Agreement. A ~~seasonal-Casual employee~~ Employee shall be defined as an employee who is employed for a limited duration of up to 860 hours in a calendar year.

The City may employ ~~seasonal-Casual employees~~ Employees at any time of the year. However, a ~~seasonal-Casual employee~~ Employee may only be employed for up to 860 hours in a calendar year. After working for 860 hours, a ~~seasonal-Casual e~~ Employee must have a break in service of at least ninety (90) days before they may be reemployed. Except for continuation overtime, permanent employees in the work unit will be offered overtime before ~~seasonal-Casual employees~~ Employees.

~~Seasonal workers~~ Casual Employees will normally be assigned to common labor jobs and will not normally be up-graded to classifications covered by the contract except on an incidental basis as required by day-to-day work flow. Nothing in this Agreement will be construed to limit the City's right to hire additional personnel in emergencies beyond the City's control.

1.1.6.1.1 **Temporary Employee.** Any employee employed in a full-time budgeted position in a classification contained in Schedule A without permanent status with the City. Recognition under this section shall not detract from any rights or benefits already pertaining to the employee, by virtue of their permanent status in some other classification with the City. Contract rights for temporary employees are as provided in Schedule "B".

1.1.7 The City shall make available to a representative of each Union, on a monthly basis, a listing of all employees appointed to positions in classifications contained in Schedule A. The list shall include all temporary appointments.

1.2 **Rehired Retirees.** The number of hours paid by a PERS covered employer to a PERS Tier One/Two retiree is determined by state law and currently may not total 1040 hours or more in a calendar year. The number of hours paid by a PERS covered employer to an OPSRP Pension

Program retiree is determined by state law and currently may not total 600 hours or more in a calendar year. Rehired Retirees will be able to request current hours from bureau timekeepers. A retiree may be hired under the following: work up to 1039 hours in a calendar year. However, rehired retirees will be subject to the limitations and Pprovisions of HR Administrative Rule 3.06 shall apply. Rehired Retirees at all times "At-Will" employees and- Tthe only Articles in the Collective Bargaining Agreement that shall apply to rehired retirees shall beare Article 1: Recognition, Article 2: Union Security, Article 3: Dues Checkoff and Schedule A. Retirees may be used up to 1039 hours per classification, per bureau in a calendar year.

Any retiring employee in good standing who provides the Bureau sixty (60) or more days' notice of their intent to retire shall be offered the opportunity to work as a Rehired Retiree for a period of at least thirty (30) days commencing immediately after their official retirement date. This opportunity shall not apply to any employee who retires under a Voluntary Retirement Incentive Program. "Good standing" shall be defined as an employee who has no documented discipline in the two (2) years prior to the date of retirement.

The City and DCTU agree that either party may terminate this subsection at any time for any reason upon thirty (30) days written notice to the other party.

- 1.3 Prior to any merger or consolidation of any division, bureau or department by the City with any government agency, the City shall notify and consult with the Unions affected. Such notification will be given at least thirty (30) days prior to the merger or consolidation or, in the event that thirty (30) days' advance notice is not available, at such time as the City has knowledge of the impending merger or consolidation.

1.4 Recruitment Incentives. Based upon bona fide recruitment need, the initial permanent appointment to a classification may be at a rate up to the midpoint of the assigned range, if approved by the director of the bureau. If the midpoint of the range is not on a step, the appointment shall be to a step below the midpoint. Initial permanent appointment above the midpoint of the assigned range may be made with the approval of the Director of the Bureau of Human Resources.

Permanently appointed new employees in key or special recruitment positions may be credited for prior professional service by placement at the appropriate step of the vacation accrual table contained in Article 16 of this Agreement, when authorized by the Commissioner-in-Charge. Once placed on the schedule noted above, future service with the City shall count normally towards additional vacation accrual rates.

When authorized by the Commissioner-in-Charge, a permanently appointed new employee in a key or special recruitment position may receive a one-time crediting of forty (40) hours of vacation upon appointment or after completion of the probationary period. The forty (40) hours of vacation are available to the employee to use upon credit.

6. Job Security and Outside Contracting

- 6.1 The City is committed to providing regular budgeted positions for bargaining unit members and does not intend to privatize its workforce. No employee shall lose his/he employment as a result of contracting out work performed by bargaining unit employees. Any reduction of employees as the result of contracting out will be done through attrition or transfer of affected employees to comparable employment. This does not preclude layoff for other reasons including the termination of regular status employees for just cause.
- 6.2 Any work which is performed by bargaining unit employees shall not be contracted out unless there is a cost savings, an emergency, a statutory requirement, extreme risk, Capital Improvement Projects, work that is covered by a warrantee, work that is proprietary, urgent work, limited work, or work that occurs during a peak load as defined in Article 6.3 and its subsections.
- 6.2.1 Bargaining unit work shall not include work that the bargaining unit employees do not possess the skills or have the appropriate equipment to perform. Notwithstanding the above, the parties acknowledge that work processes and methods evolve. The City shall continue to provide employees with the necessary equipment and training to perform work that is a logical and reasonable advancement of the work covered by this agreement, provided the money to pay for the necessary equipment and/or skills is either within the bureaus' budget and they are authorized to spend it in this manner or the expenditure is approved by City Council.
- 6.2.2 Article 6.2 through 6.5 shall not apply to donations of property, facilities, services, or materials to any bureau or to partnerships with any bureau whose operating agreements may provide for them.
- 6.2.3 Article 6.2 through 6.5 shall not apply to projects designated for the City's Prime Contractor Development Program.
- 6.3 The following definitions shall be used in determining the applicability of Article 6.
- 6.3.1 **Cost Savings:** The ability to perform the work at a reduced cost that is not achieved by lower wages and benefits paid by a contractor.
- 6.3.1.1 If the solicitation is initiated based solely upon cost savings, the City will provide all available cost comparison data to the Union(s) concerned. Available cost comparison data must include City employee base wages and City employee and employer contributions in health, welfare, and pension costs for the classification(s) that would normally perform the work. The purpose of this subsection is for comparison only and shall not be considered a requirement upon a third party contractor to provide these wages.
- 6.3.2 **Emergency:** Work required by circumstances beyond the control of the City for which the City could not pre-plan including, but not limited to, weather-related emergencies and other emergencies.

- 6.3.3 **Statutory Requirement:** Work that is required to be contracted out by federal or state statute.
- 6.3.4 **Extreme Risk:** Work that is subject to extraordinary risk, which the City has historically contracted out.
- 6.3.5 **Capital Improvement Projects:** Work that is funded with CIP funds, warranted upon completion, or awarded through Guaranteed Maximum Price, excluding inspection of such work.
- 6.3.6 **Warranted:** Work provided by the vendor or manufacturer at no additional cost.
- 6.3.7 **Proprietary:** Work required to be performed by the vendor or manufacturer due to the proprietary nature of the product involved.
- 6.3.8 **Urgent:** Work that is extremely time sensitive and requires immediate response, which existing staffing level is unable to respond to without substantial disruption of workload assignment.
- 6.3.9 **Limited:** Work that requires no bidding under City Code (less than \$5,000 per job).
- 6.3.10 **Peak Load:** Work during a peak load, which existing staffing level is unable to cover in a timely manner without substantial disruption of workload assignment.
- 6.4 **Notice.** The City shall provide the Unions with copies of project transmittal forms for Construction and Goods and Services contracts that are solicited using the formal and informal/intermediate contract solicitation processes.
- 6.4.1 The formal contract solicitation process applies to Construction/Public Improvement projects with an estimated value above \$100,000 and Goods and Services projects with an estimated value above \$150,000. The informal/intermediate contract solicitation process applies to Construction/Public Improvement projects with an estimated value between \$10,001~~5,001~~ and \$100,000 and Goods and Services projects with an estimated value between \$10,001~~5,001~~ and \$150,000.
- 6.4.2 The Union(s) shall have a reasonable opportunity to discuss projects subject to the formal contract solicitation process. A “reasonable opportunity” shall mean that the Union(s) may request a discussion of such contracts with applicable bureau staff members not more than ten (10) calendar days from the date the project transmittal form is sent to the Union(s). If no request is made within ten (10) calendar days, the Union(s) have waived their right to discuss the matter. If requested in a timely manner, the Union(s) and the City must meet within ten (10) calendar days of receiving the Union(s)’s request for a meeting.
- 6.4.3 The City will post solicitations for Goods and Services contracts over \$150,000 and Construction/Public Improvement contracts over \$100,000 on the City of Portland Online Procurement Center website (www.ebidexchange/cityofportland) for a minimum of fourteen (14) calendar days.

- 6.4.4 The City shall provide the Unions with an after-the-fact quarterly report showing the following contracted services: professional services, repair and maintenance services, non-capital improvements, and miscellaneous services.
- 6.4.5 The City shall provide the Unions with an after-the-fact quarterly report showing work contracted under the Prime Contractor Development Program.
- 6.4.6 The Union(s) may request a quarterly meeting with bureau staff to discuss information provided under 6.4. The first quarterly meeting in each fiscal year shall be designated as the Annual Meeting". The purpose of the Annual Meeting shall be to discuss bargaining unit work contracted out in the preceding fiscal year.
- 6.5 **Article 6 Grievances.** The parties agree to establish a Labor-Management Grievance Review Committee. The purpose of such Committee shall be to review all grievances that allege breaches of Article 6 to determine if they have merit. The Committee shall consist of two (2) Labor Representatives and two (2) Management Representatives.
- 6.5.1 Committee Representatives shall review all grievances alleging a breach of Article 6 within thirty (30) calendar days of the City's written response at Level Two or the completion of mediation at Level Three.
- 6.5.2 If a majority of the Committee Representatives agree that the grievance has merit the Committee Representatives will establish an appropriate remedy and the matter should be considered resolved. If the Committee Representatives cannot agree on an appropriate remedy or fail to meet within the timelines specified above, the Union may appeal that grievance to arbitration in order to determine the appropriate remedy. If the Committee Representatives disagree that a grievance has merit the Union may appeal that grievance to arbitration. If a majority of the Committee Representatives agree that the grievance does not have merit the grievance shall be barred from arbitration and shall be considered withdrawn with prejudice. The Union must appeal that grievance to arbitration within fourteen (14) calendar days after the Committee Representative's decision.
- 6.5.3 If a grievance is filed under Article 6.4 and its subsections, the sole remedy under these sections shall be to provide the required notice.

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8 Shifts

8.1 Shifts shall be defined by the following starting times:

Shift	Starting no earlier than:	and no later than:
Day	6:00 AM	11:59 AM
Second/Swing	12:00 PM	6:59 PM
Third/Nights	7:00 PM	5:59 AM

Shift work shall be permitted in all classifications, without restrictions, on the following basis:

Day Shift. Present practices as to day shift starting times shall be maintained provided that the City may change such starting times (subject to requirements of Article 7.1) with notice to the Union. Notwithstanding the above, the day shift for the Bureau of General Services Distribution Technician and P&D Customer Service Representatives shall begin within the hours of 6:00 A.M. to 10:00 A.M. ~~No employee will be required to start before 6:00 A.M. without agreement from the employee and the Union. Other Changes~~ Changes may be made outside the above listed hours upon mutual agreement between the City and the Unions.

8.2 An employee scheduled on a second, third or relief shift shall receive the following shift differential in addition to ~~his/hethe~~ regular hourly rate as set forth in Schedule A for all hours worked on the second, third or relief shift:

Shift	Eff. July 1, 1997
Second/Swing	\$1.50 \$0.84
Third/Graveyard	\$2.00 \$1.16
Relief	\$2.00 \$1.16

Shift differentials shall be increased indexed to the CPI-W for Portland-Salem, each year.

8.2.1 The swing shift differential does not apply to part-time employees whose shift may begin after noon but ends by 5:00 p.m.

8.3 Overtime rates shall apply to work performed by an employee before the regular starting time and after the regular quitting time of the shift on which that employee is regularly employed unless work performed outside the regular work day results from unpaid absence during the regular work day for personal reasons.

8.4 Employees transferred from a regularly scheduled day shift to another, unless relieved from work at least ten (10) hours before their new shift, shall be paid overtime for the first such new shift worked. This section shall not apply to those employees covered under sub-section 8.5 of this Article. Each employee shall be assigned to a regularly-scheduled workweek and shift unless changes are made by mutual agreement between the City and the affected Union.

8.5 **Relief Shifts.** Relief shifts shall be defined as:

- 8.5.1 Any workweek schedule which includes multiple shifts with a maximum of three (3) day shifts.
- 8.5.2 Any workweek schedule which includes multiple starting times of more than two (2) hours difference within the starting times listed in paragraph 8.1 above.
- 8.5.3 The provisions of Article 8.5 do not apply to employees who are part-time.
- 8.6 The shift premiums provided for in 8.2 above shall not apply when on vacation, sick leave or any other paid leave of absence. The shift premiums of 8.2 shall be paid to any employee working full overtime shifts; however, such premiums shall be used in computing the overtime rate, as required by Federal Law.
- 8.7 **Lunch Periods.** Lunch Periods shall be scheduled by the City, and will allow the employee either thirty (30) minutes or one (1) hour time off without pay to eat lunch. The current length of lunch periods may be extended or reduced by mutual agreement between the City and the Unions. However, where the City now allows thirty (30) minutes off, the City will continue to do so for the life of this Agreement; and where the City now allows one (1) hour off, the City will continue to do so for the life of this Agreement.

No employee shall be required to begin ~~his/her~~their lunch period sooner than one (1) hour before nor later than one (1) hour after the middle of the employee's scheduled shift. In the event it is not possible to begin a lunch period during such two (2) hour period, the employee shall receive time and one half (1-1/2) for the employee's lunch period and shall also be allowed a reasonable opportunity to eat ~~his/her~~their lunch on the City's time. Lunch periods other than those listed above may be arranged by mutual agreement between the City and the Union.

Notwithstanding the above, when different lunch periods exist in the same unit, the parties shall meet upon the request of either party to seek a mutually agreeable uniform length lunch period for that unit. If the parties are unable to arrive at agreement, the City may implement its last proposal. The Unions may grieve that the implemented lunch period does not meet the reasonable needs of City operations.

Where needs of multiple shift operations dictate that employees remain on the work site and be on call for duty during their lunch period, the employees will be provided a twenty (20) minute lunch period on the City's time.

- 8.8 ~~Notwithstanding the provisions of Article 8, as negotiated for July 1, 1980, represented positions Employees in the Bureau of Police divisions that which are staffed filled on a 24-hour, 7-days a week basis, will have a total shift length of 8 hours and 15 minutes. These shifts will provide for a half hour (1/2) lunch period. It is further provided that employees from the oncoming shift may relieve employees of the off-going shift.~~ (Moved from an LOA pg. 101)

- 8.9 Employees on swing or graveyard shift in the Portland Police Bureau who are required to attend mandatory in-service training may by mutual agreement with management adjust their starting and quitting time, or take paid or unpaid leave for the first few hours of the shift in

order to have at least ten (10) hours between shifts. (For example, an employee who works from 2345 to 0800 will attend mandatory in-service training instead from 0800 to 1700. The employee may, with management approval, adjust their next shift to 0300 to 1115 or take paid or unpaid leave to enable them to have a 10-hour relief period. A swing shift employee in a 4-10 schedule who normally works 1345 to 2400 may, with management approval, work 1145 to 2200 or take paid or unpaid leave to have a 10-hour relief period before the start of the in-service training the following day.)

- 8.8.1 Nothing in Article 8.8 is intended to avoid current practices regarding the payment of overtime to employees who attend mandatory in-service training off their regular shift.

9. Overtime

- 9.1 **Overtime Rate.** Overtime shall be paid at the rate of one and one-half (1-1/2) times an employee's established hourly rate as set forth in Schedule A. Overtime rates shall apply to work performed by an employee outside of or in excess of his or her established shift hours.

For the purpose of this article, officially recognized holidays for which the employee is paid, vacation and compensatory leaves and sick leave will be counted as time worked.

Shift premiums will be included in overtime computations as required by Federal Law.

- 9.2 **Overtime Equalization.** Overtime work shall be offered equally among employees within the same job classification within each work unit, provided the employee is available and qualified to perform the work required.

It is further provided that the City shall schedule known weekend overtime by the end of the fourth (4th) day of an employee's workweek. Except where conditions beyond the City's control require the cancellation of scheduled weekend overtime, scheduled weekend overtime shall be canceled prior to the end of the fifth (5th) day of an employee's workweek.

Notification and cancellation times for scheduled overtime will be adjusted appropriately for employees working an alternate schedule.

- 9.2.1 A record of overtime hours worked or offered to each employee shall be maintained in each work unit for each month and available upon request. In work units consisting of five (5) or more employees within the same classification, such information shall be posted. The equalization of overtime shall be reviewed no less than each three (3) month period starting July 1, of any year. For the purpose of equalization, overtime offered shall be counted the same as overtime worked. By mutual agreement the City and Union may meet to discuss perceived systematic inequities that may be occurring.

Remedy. An employee who believes that s/he has not received a fair share of available overtime offers has an assertive duty to address the matter with his/her immediate supervisor and union representative for the purposes of review and consideration. Corrective action will be taken through future assignments of overtime if a bona fide inequity exists in the employee's opportunity to receive a fair share of the overtime offers available in the employee's work unit.

9.2.2 The City will attempt to avoid situations which require an employee to work more than sixteen (16) consecutive hours. The employee will be compensated at the rate of two (2) times his/her established hourly rate for the hours worked in excess of sixteen (16) consecutive hours.

9.2.3 **9.2.3 Compensatory Time Off.** Employees shall have the option of pay at the applicable overtime rate or compensatory time computed at the applicable overtime rate for the overtime hours worked up to a total accrual of eighty (80) hours at any given time. ~~up to December 31, 2014.~~

~~Effective January 1, 2015, employees who are required or approved to work overtime shall be paid at the applicable overtime rate or shall receive compensatory time, computed at the applicable overtime rate for overtime hours worked, up to a total of one hundred and twenty (120) hours per calendar year. Beginning January 1, 2015 any accrued compensatory time remaining at the end of one calendar year shall be counted as accrued compensatory time for the following calendar year.~~

~~Effective January 1, 2015 employees who are assigned standby time under a Letter of Agreement shall be paid at the applicable straight time rate or shall receive compensatory time for all assigned standby time up to a total accrual rate of eighty (80) hours at any given time. Effective January 1, 2015 employees who are assigned standby time under a Letter of Agreement and are called back to work during such assignment shall have the option of pay at the applicable overtime rate or compensatory time computed at the applicable overtime rate up to a total accrual of eighty (80) hours at any one time.~~

~~Compensatory time off shall not be granted for advance notice overtime. Advance notice overtime shall be paid in wages only. Advance notice overtime is defined as an overtime opportunity that is announced by the bureau at least seventy two (72) hours prior to the start of the overtime shift.~~

Compensatory time off will be arranged by mutual agreement between the employee and his/her supervisor. However, the taking of compensatory time off will not be unreasonably denied.

In the event that an employee transfers from one bureau to another, any compensatory time will be paid or used before such transfer or, at the employee's request, accrued compensatory time shall be transferred, along with necessary funds to cover such compensatory time, to the bureau receiving the transferred employee.

Employees may receive once per fiscal year, at their request, a payout of any amount of accrued compensatory time.

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Employees may receive once per fiscal year, at their request, a payout of any amount of accrued compensatory time.

- 9.3 Employees required to work around the clock (three shifts) and required to continue work through their regular assigned shift, shall continue to receive pay at the overtime rate. Any hours over sixteen (16) will be paid at the double time rate.

9.3.1 If an employee has worked 16 hours or more in the 24-hour period prior to their next regular shift and needs to rest, the bureau may excuse the employee from all or part of their regular shift. Under such circumstances employees will remain in paid status and will not be required to use accrued leave.

- 9.4 Any employee who is required to work more than two (2) hours before or beyond his/her regular shift shall be allowed a thirty (30) minute lunch period on the City's time, to be taken not later than the expiration of such two (2) hour overtime period. In the event the employee works for more than four (4) hours beyond such two (2) hour overtime period, s/he shall receive an additional thirty (30) minute lunch period on the City's time for each additional four (4) hour overtime increment.

9.5 Notwithstanding section 9.2, the City may require the least senior qualified employee(s) in the classification within the work unit or a qualified temporary employee be available to work overtime.

9.6 There shall be no pyramiding of overtime rates.

9.7 **Essential Employees.** Any employee who is considered designated by management as an Essential Employee and is required to report to work during an inclement weather event when the Mayor or his designee announces a Citywide closure and directs non-essential employees to stay home, will be compensated with a one deferred holiday for every full shift they work during an inclement weather such an event. The deferred holiday will be equal to the number of hours the essential employee was regularly scheduled to work on the day of the event.

Employees whose deferred holiday bank is full, will be given the equivalent time in wages pay. Employees who earn a deferred holiday within 30 days of the end of the calendar year will be allowed to carry over said holiday to the subsequent year's deferred holiday bank.

10. Reporting Pay and Minimum Pay

- 10.1. Any employee who is scheduled to report for work on his/her regular schedule, and who presents himself for work as scheduled, but where work is not available, or made available for him/her, shall be excused from duty and paid at the employee's regular rate for eight (8) hours. The City shall not be required to work and compensate an employee in accordance with this section after an employee has completed sixteen (16) consecutive hours of work. The guarantee of eight (8) hours pay to an employee shall be inapplicable if an employee fails to report at the scheduled starting time or otherwise is unable to perform his or her normal duties for the full shift.
- 10.2 Any employee called to return to work before the employee's next work shift, and such call is after the employee has left the City's premises at the end of his/her last shift, shall be paid for a minimum of three (3) hours at the rate of one and one-half (1-1/2) times his/her regular rate. The "return to work" will commence at the time the employee receives the call and agrees to return to work. The "return to work" shall end when the employee leaves the last designated reporting location at the conclusion of the work.
- 10.2.1 If an employee is called back to work, either under a call to return to work, a stand-by agreement or otherwise, and works less than three (3) hours and is called out again within the three (3) hours, s/he will not receive a second minimum. If an employee is subsequently called back to work after the initial (3) three hours has elapsed, s/he would then be eligible for an additional (3) three hour minimum.
- 10.2.2 An employee who has been asked to work overtime at the end of his/her shift shall receive overtime pay but not call back pay.
- 10.2.3 When the employee is called back and is required to work eight (8) or more consecutive hours outside of his or her normal working shift, the employee shall be paid a shift differential that corresponds with the time of the call to return to work.

- 10.3 Any employee required to work a split shift shall be paid at the rate of time and one-half (1-1/2) for not less than eight (8) hours of such shift (exclusive of any overtime worked in addition thereto). Time worked on the employee's sixth and seventh day shall not be covered by this paragraph.
- 10.4 Before the City requires bargaining unit employees to "stand-by" during their off duty hours, the City and the appropriate Union representative will meet and determine the appropriate compensation.
- 10.4.1 If the City has not worked out a "stand-by" agreement with the Union and requests an employee to "stand-by", the employee shall receive .25 ~~two (2)~~ hours pay at the straight time rate for each eight-one (81) hours of "stand-by" time. For the purposes of this section, "stand-by" shall be defined as a requirement that an employee remain available and fit for duty during non-working time, with City communication device(s) and/or at a phone number left with the bureau such that the employee can report for work within a period of one-half (1/2) hour, absent unusual circumstances.
- 10.5 If an employee is called back on an emergency during ice or snow conditions, his/her overtime will commence at the time s/he receives the call, with a maximum of one (1) hour's travel time permitted. The end of the call back shall be when the employee leaves the designated reporting location at the end of the call back.
- 10.6 Employees are authorized special mileage allowances under the following conditions: All mileage allowances must be pre-authorized. When such employees use their own transportation to report directly to a work site other than their normal reporting place, they will file a mileage pay request for any miles that are in excess from their current home address to their normal reporting place. Mileage payments will be at the applicable IRS rate for using personal vehicles on City business. Payment will be made for the excess distance both going to work and returning home. Employees are required to keep their supervisors advised of their current home address and number of miles from their home to their regular reporting place.
- 10.7 Any employee who is required to use his/her personal automobile in the course of his/her employment will be paid mileage reimbursement at the applicable IRS rate.

11. Working out of classification and Temporary Upgrades

For the purposes of this Article, working out of classification shall mean the temporary assignment of a willing, available, and qualified employee to perform substantially the duties and responsibilities of a higher classification.

In the event that there is not a willing employee, the City may require the least senior qualified employees or a qualified temporary employee to work out of classification. In the event that there is not a least senior qualified employee in the work unit, the City may require the least senior qualified employees or a qualified temporary employee in the bureau to work out of classification.

- 11.1 Employees may be worked out of classification when:

- 11.1.1 Temporary vacancies occur in any classification.
- 11.1.2 Emergency conditions exist and enough personnel are not available in a classification to take care of such emergency.
- 11.1.3 For legitimate training purposes.
- 11.1.4 Any reason approved through a Memorandum of Understanding between the Union(s) and the City.
- ~~11.1.5 There is a temporary workload need, without a vacancy.~~
- ~~11.2~~
- ~~12.2~~ 11.2 This provision shall be inapplicable to the selection of employees to perform non-bargaining unit work. Subject to agreement with the Union, the City may reserve upgrade opportunities for legitimate training purposes. Otherwise, when selecting employees to work in higher classifications, as provided in 11.1.1 through 11.1.4:
- ~~11.2.1 First choice of such work shall be given to an employee on an appropriate eligible list (provided by the Bureau of Human Resources) who is a permanent employee of the bureau at which the temporary vacancy is being filled, subject to the Letters of Understanding which are attached to this agreement and made a part thereof.~~
- ~~The City and the Union have agreed that when filling short term vacancies in a higher class, the offer of such work shall be made first to employees who are on the appropriate eligible list. The City further agrees that it will make every effort to distribute such assignments as equally as possible among those on the eligible lists.~~
- ~~11.2.2 When no employee is available from the appropriate eligible lists, the City shall select from among the three available senior qualified employees in the division or bureau, who are willing to accept the appointment, until a list of qualified candidates is certified.~~
- ~~11.2.2.1 New City employees shall not be eligible for temporary upgrades under sections 11.2.1 and 11.2.2 until they have completed six (6) months of service with the City. This shall not preclude the City from using new employees for temporary upgrade if no other employees are available under 11.2.1 and 11.2.2.~~
- 11.2.3 Employees appointed temporarily to work out of classification will be expected, for the term of such appointment, to perform the duties normally performed by the employee s/he is replacing in that classification. However, employees temporarily appointed to non-represented positions will not administer discipline or have access to personnel files.
- 11.2.3.1 The City will notify the Union when a bargaining unit member is upgraded to a non-represented position. Employees temporarily appointed to non-represented positions who are also Union Shop Stewards shall be required to cease operating in the capacity of a Shop Steward for the duration of said appointment.
- 11.2.3.2 Employees appointed temporarily to a non-bargaining unit position shall not be subject to

this agreement for the duration of such appointment.

- 11.3 Except for official apprenticeship or training classifications, when an employee is assigned to a higher classification, the employee's pay rate shall be the step within the higher classification range which represents at least a three percent (3%) increase over the employee's regular rate in his or her former classification, provided that in no event shall the rate of pay exceed the maximum rate for the higher classification as provided in Schedule A. When a permanent employee is temporarily assigned to a higher paid classification, credit shall be allowed for all prior temporary service in that classification for determining the appropriate service step of the pay range for that classification.
- 11.3.1 If upgraded in a workday to a higher classification, an employee will receive the rate applicable to the higher classification for a minimum of one (1) hour. If upgraded longer than one (1) hour, the employee will receive four (4) hours; eight (8) hours if assigned to such higher classification over four (4) hours in the workday. If the employee works an alternate schedule, and performs the upgraded work all hours of the day, he/she will receive the higher rate of pay for all hours worked.
- 11.3.2 When it is necessary to work employees as provided in 11.1.1 and 11.1.2 in a lower classification, the City shall pay the employee his/her regular rate for his/her permanent classification.
- 11.3.3 When a classification within a department or bureau has been filled by temporary assignment for a period of thirty (30) days, the City and the Unions shall meet to determine if there is a vacancy for a full time position. "Full-time" as used in this Article means a position which has been budgeted on an annual basis, or to the end of the fiscal year.
- 11.4 The City agrees that it will conduct timely examinations to provide the necessary eligible registers to fill the vacancies which occur in the classifications covered by this agreement. No vacancy in a full-time position covered by this agreement shall be filled on a temporary basis for longer than six (6) months, unless the Bureau of Human Resources is unable to provide the necessary eligible register. This provision does not require the City to fill budgeted vacant positions.

13. Promotion

- 13.1 For the purposes of this article "promotions" shall be defined as the movement of an employee from a position in one job classification to a position in another job classification having a higher maximum salary rate. Employees promoted to another City classification are eligible to receive 3% promotional increase, which may place them at a higher step.
- 13.2 The City agrees that permanent or probationary employees within a bureau shall have an opportunity for an interview for promotions within that bureau, subject to qualifications through proper Bureau of Human Resources procedures. "Qualifications" means the ability to meet the performance requirements and job-related skills required for the job in question, but not based solely on Civil Service certification.
- 13.2.1 ~~When two or more such employees are certified, any appointment from the certificate of eligibles shall be made from among these employees. If the certificate of eligible list includes~~

~~qualified veterans, the City shall comply with Oregon state law regarding veteran's preference.~~

13.3 **Promotional Probationary Period.** For the purpose of this labor agreement, probation for promotion is defined as a six (6) month period from date of hire into the job classification, excluding any period of time off exceeding one (1) week in duration. Notwithstanding the above, the promotional probationary period for Police Records Specialist Trainee and Police Identification Technician Trainee shall be nine (9) months from the date of hire into the job classification. The promotional probationary period may be extended for a period not to exceed three (3) months by mutual agreement between the City, the Union and the affected employee.

13.3.1 All employees upon promotion will receive an offer letter specifying the official start date and end date of their probation. During their promotional probationary period, employees will be given a minimum of three (3) written evaluations with a copy to the employee and to the Union at approximately one (1) month, mid-term, and one (1) month prior to the end of promotional probation. Nothing in this section shall limit management's right to terminate the promotional probationary period.

13.4 Any employee who is promoted and fails to qualify for the new position shall have the right to be returned to ~~his/her~~their former classification and bureau based on seniority with all the rights and conditions of employment ~~s/he~~they had in ~~his/her~~their former classification.

13.5 Within three (3) months of promotion, any employee may elect to return to ~~his/her~~their former classification and bureau with no loss of rights and conditions of employment; provided, however, a vacancy exists in the employee's former classification and bureau within six (6) months of the promotion.

15. Holidays

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

15.1.1 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.

~~For Monday through Friday Schedules, W~~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.

15.1.2 When a holiday is observed on an employee's regularly scheduled solitary day off, ~~s/he~~they will be permitted to defer the holiday with pay until a later date as described in section 15.2 below.

~~For schedules other than Monday through Friday, W~~When a holiday falls on an employee's first regularly scheduled day off, the day before the holiday shall be considered the holiday and paid as such. If the holiday falls on ~~his/her~~their second or more contiguous regularly

scheduled days off, the first scheduled work day following the holiday(s) shall be considered the holiday and paid as such.

- 15.1.3 Notwithstanding the foregoing, those crews or work units which operate seven (7) days per week, twenty four (24) hours per day, will observe Christmas on December 25, New Year's on January 1, and Independence Day (the Fourth of July) on July 4.
- 15.1.4 In operations that run a night shift and the operation is shut down on a holiday by mutual agreement between the supervisor and the Union, employees will be allowed the choice of holiday eve as their holiday rather than the night of the holiday.
- 15.2 **Holiday Pay.** Eligible employees shall receive holiday pay equal to each employee's regularly scheduled work shift for each of the holidays set forth above on which they perform no work. (For example, an employee who is regularly scheduled to work an 8 hour shift will be paid 8 hours holiday pay; an employee regularly scheduled to work a 10 hour shift will be paid 10 hours holiday pay.) In addition to an employee's holiday pay, ~~s/hethey~~ shall be paid the overtime rate for any holiday ~~s/hethey is-are~~ required to work. However, if an employee is regularly scheduled to work on a holiday, ~~s/hethey~~ will be permitted to defer the holiday with pay until a later date. An employee under this section can accumulate no more than ~~five~~ ten (510) deferred or postponed holidays. Deferred or postponed holidays will be taken at a time mutually agreeable to the City and the employee. Prior to the use of any vacation time, any deferred or postponed holiday time must be taken. The employee will endeavor to schedule the deferred or postponed holiday within the calendar year it accrues. The language of this section applies to all letters of agreement attached to this contract.
- 15.2.1 Full-time employees who are on work schedules other than eight (8) hours per day, five (5) consecutive days per week will receive full vacation and sick leave accrual for each of the observed holidays for which they are entitled to be paid.
- 15.2.2 An eligible employee shall be any employee who has been an employee of the City at least one (1) day prior to the holiday.
- 15.2.3 ~~No e~~Employees shall not receive holiday pay if the employee is absent on ~~his/her~~their scheduled work day either immediately preceding or immediately following the holiday, unless ~~s/hethey were~~was on pay status for such day before and day after, or unless ~~s/hethey~~ has previously applied to ~~his/her~~their supervisor in writing for permission to be so absent. However, in ~~emergency~~ situations where an employee is unable to procure prior approval for such absence ~~s/hethey~~ may submit a written request for holiday pay, stating the reason for ~~his/her~~their absence to ~~his/her~~their supervisor. If the supervisor considers the reason for the absence excusable, the holiday pay shall be paid. Should the supervisor either question the validity of the request or consider the reason for the absence insufficient cause for being absent, ~~s/hethey~~ shall contact the Unions, discuss the case with them and together shall render a decision. If no agreement is reached the matter shall be referred to the Human Resources Bureau for review. The deliberation and decision shall be based upon both the following considerations: (a) whether the absence would have been granted had prior approval been sought, and in addition; (b) whether the reason for not seeking prior approval was a valid one. Such decision shall be final and binding and not subject to the grievance procedure.

15.2.4 If a holiday is observed during an employee's vacation period, the employee shall be paid for such holiday and it shall not count against the employee's accumulated vacation leave.

15.2.5 If ~~an~~ employees ~~are~~ on sick leave and a holiday is observed, ~~s/he~~they shall be paid for such holiday and it shall not count against ~~his/her~~their accumulated sick leave.

15.3 **Personal Holidays**

15.3.1 After completion of six (6) months of service, each regular full-time employee covered by the terms of this Agreement shall receive personal holiday time based on three (3) times their normal shift length per calendar year. "Normal shift length" will be determined by taking a snapshot of each eligible employee's work schedule on the first day of the first pay period in January.

15.3.2 After completion of six (6) months of service, each regular part-time or job-share employee covered by the terms of this Agreement shall receive twelve (12) hours personal holiday time per calendar year.

15.3.3 Personal holidays shall be maintained in a separate quota account and will be added to each eligible employee's personal holiday account at the end of the first pay period in January of each year.

15.3.4 The first twenty-four (24) hours, or twelve (12) hours in the case of a part-time or job-share employee, taken off on vacation leave by an employee during a calendar year shall be considered personal holidays. Personal holiday time may be utilized in any increment of time.

15.3.5 The personal holidays shall be arranged by mutual agreement between the employee and the City. Failure to reach mutual agreement shall immediately refer the matter to the bureau manager.

15.3.6 Personal holidays may only be used during the calendar year in which they accrue. Failure to use the personal holidays by the end of the calendar year will result in forfeiture of that portion of the personal holiday time not used.

17. **Health and Life Insurance**

17.1 **Labor/Management Benefits Committee**

17.1.1 The parties agree to the continuation of the City-wide Labor/Management Benefits committee. The committee will consist of ~~fourteen (14)~~ sixteen (16) members. One member shall be appointed from each of the following labor organizations: the District Council of Trade Unions (DCTU), the Portland Fire Fighters' Association (PFFA), the City of Portland Professional Employees Association (COPPEA), AFSCME, Local 189 representing Emergency Communications Operators (BOEC), Municipal Employees, Local 483 representing Recreation Employees (Recreation), the Portland Police Commanding Officers Association (PPCOA), ~~and~~ AFSCME, Local 189 representing the Portland Housing Bureau (PHB), and effective July 1, 2017, Laborers' Local 483 representing Portland City Laborers. The remaining ~~seven (7)~~ eight (8) members shall be appointed by the City.

- 17.1.2 A quorum of twelve (12) voting members is required for the committee to take action. An absent committee member may designate a substitute with full voting authority or designate another committee member as proxy to vote on the absent committee member's behalf. Any committee member may invite one or more visitors to attend committee meetings.
- 17.1.3 The committee shall select its chairperson, who shall serve at the will of the committee.
- 17.1.4 In order to make a recommendation to the City Council, at least ~~fourteen (14)~~twelve (12) committee members must vote in favor of the recommendation. The committee shall be responsible for establishing internal committee voting and decision-making processes.
- 17.1.5 Members of the committee shall be allowed to attend committee meetings on-duty time. In the event meetings are scheduled outside the regular shift hours of a committee member, the City shall make every effort to adjust the shift of the member to allow the member to attend while on duty.
- 17.1.6 The committee shall meet at least quarterly, and shall make written recommendations regarding plan design changes in the employee benefits program to the City Council no later than April 1st of each year.
- 17.1.7 The City Council shall retain the discretion to implement or reject any of the committee's recommendations. In the event the committee makes a recommendation that is consistent with the committee's authority, is actuarially sound and meets all the requirements of federal, state and local laws, and Council rejects the recommendation, any reductions in plan costs that may have occurred due to the change in plan design, will be treated as having occurred for the purposes of calculating the maximum City contribution under this agreement. These costs will be calculated by evaluating the premiums and/or rates as if the changes had occurred, the rates and/or premiums absent the changes, and the number of participants under the plan(s) involved. For example, if the self-insured plan two party rate would be \$298 per employee per month with the addition of a benefit design change "X", but Council rejects the design change and therefore the two party rate is \$350 per month per employee, the City contribution will be increased \$52 per month per employee on the self-insured plan to give credit for the change.

17.2 **Benefits Eligibility**

The City offers healthcare benefits to regularly appointed full-time and part-time employees and their qualified dependents. The plan is administered in compliance with all applicable federal, state, local laws, statutes and rules.

- 17.2.1 **Permanent-Regular Full-Time Employees.** ~~Permanent full-time employees shall be eligible as provided herein for medical, dental, vision and life insurance coverage the first of the month following the date of hire. Permanent full-time employees shall cease to be eligible as provided herein for medical, dental, vision and life insurance coverage as of the last day of the month following the date of unpaid leave status or of their separation from active employment.~~

~~Medical, dental, vision and life insurance benefits will be paid at 100% of the City contribution for those employees who have a Standard Hours designation of at least seventy-two hours in a pay period in a benefits eligible, budgeted position.~~

~~Following an authorized unpaid leave, a permanent full-time employee shall be eligible for medical, dental, vision and life insurance as provided herein on the first calendar day of the month in which said employee returned to active employment. Regular full-time employees shall be eligible as provided herein for medical, dental, vision and life insurance coverage the first of the month following the date of hire. City paid benefits will continue for employees each month in which they are actively employed in an eligible job class and status and are working their regularly scheduled hours, or they are in a qualified leave status for the City of Portland and they make the required premium contribution. Eligibility for health benefits is dependent upon an employee working their scheduled hours on a regular basis. Employees who are on non-paid Military Leave or personal leave without pay do not receive City paid benefits. City paid benefits will end on the last day of the month in which an employee terminates employment, enters an unpaid status because of military leave or unpaid leave or is not working his/her regularly scheduled hours. Coverage for the employee and his/her eligible family members will be reinstated retroactively to the first of the month in which the employee returns to his/her regular work schedule. Any required catch-up premium contribution(s) will be deducted from the first paycheck the employee receives upon returning to paid status unless other repayment arrangements have been made.~~

~~Employees who become ineligible for participation in City benefit plans will have the right to continue coverage on a self-pay basis in accordance with state and federal law and/or as described in this labor Agreement.~~

~~Medical, dental, vision and life insurance benefits will be paid at 100% of the City contribution for those employees who have regularly scheduled hours of at least seventy-two (72) hours in a pay period in a benefits eligible, budgeted position.~~

17.2.2

Permanent-Regular Part-Time Employees. ~~Permanent part-time employees will be eligible for medical, dental, vision and life insurance coverage the first of the month following the date of hire. Permanent part-time employees shall cease to be eligible as provided herein for medical, dental, vision and life insurance coverage as of the last day of the month following the date of unpaid leave status or their separation from active employment. Regular part-time employees will be eligible for medical, dental, vision and life insurance coverage the first of the month following the date of hire. City paid benefits will continue for employees each month in which they are actively employed in an eligible job class and status and are working their regularly scheduled hours, or they are in a qualified leave status for the City of Portland and they make the required premium contribution. Eligibility for health benefits is dependent upon an employee working their scheduled hours on a regular basis. Employees who are on non-paid Military Leave or personal leave without pay do not receive City paid benefits. City paid benefits will end on the last day of the month in which an employee terminates employment, enters an unpaid status because of military leave or unpaid leave or is not working his/her regularly scheduled hours. Coverage for the employee and his/her eligible family members will be reinstated retroactively to the first of the month in which the employee returns to his/her regular work schedule. Any required~~

catch-up premium contribution(s) will be deducted from the first paycheck the employee receives upon returning to paid status unless other repayment arrangements have been made.

Employees who become ineligible for participation in City benefit plans will have the right to continue coverage on a self-pay basis in accordance with state and federal law and/or as described in this labor Agreement.

Percentage of City Contribution based on employee status.~~Part-Time Employee City Contribution.~~ The amount of contributions which the City will make on behalf of ~~permanent part-time regularly appointed~~ employees for medical, dental, vision and life insurance benefits shall be as follows:

<u>Standard</u> Regularly Scheduled Hours Per Pay Period	Percentage of <u>Employer</u> Full-Time Employee Contribution
40 – 45	50%
46 – 55	63%
56 – 63	75%
64 – 71	88%
72 – 80	100%

The percentage of benefits paid shall be based on whether an employee is actively employed in an eligible job class and status and are working regularly scheduled hours. the employee's Standard Hours designation as of May 1 of each year. Changes to that status will only be made in the event that there is a change in position and/or a change in scheduled hours that will exceed six months.

17.3 **City/Employee Contributions**

17.3.1 ~~Effective July 1, 2013 through June 30, 2017, the City shall contribute ninety five percent (95.0%) of the combined total medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies) for each of the options (self-insured or Kaiser) provided herein. Each employee shall contribute five percent (5.0%) of the combined total rates adopted by the City Council for the one party, two party or family enrollees (whichever applies). Contributions for part time employees are governed by Clause 17.2.2. Once plan rates for each benefit year have been adopted by the City Council, the respective City and Employee contribution amounts shall be computed and the DCTU shall be provided written notice of the amounts.~~

17.3.1 Self-Insured Medical Plan or Kaiser Plan effective Plan Year July 1, 2017. Effective in Benefit Plan years July 1, 2017 through June 30, 2018, the City shall contribute ninety-five percent (95.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies) for each of the options (Self-insured Medical Plan or the Kaiser Plan) provided herein and elected by a regular full-time employee. Each regular full-time employee shall contribute five percent (5.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies). The City reserves the right to expand family tier descriptions if it is in the best interest of the employee enrollee and it has been recommended by the LMBC and subsequently approved by City Council.

17.3.2 **High Deductible Health Plan (HDHP) effective Plan Year July 1, 2017.** Beginning with Benefit Plan year July 1, 2017, and effective in subsequent plan years, the City shall contribute one hundred percent (100%) of the medical and vision rates and ninety-five percent (95.0%) of the dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council, for regular full-time employees who elect the HDHP. Each regular full-time employee who elects the HDHP shall contribute five percent (5.0%) of the dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council.

17.3.3 **Self-Insured Medical Plan or Kaiser Plan effective Plan Year July 1, 2018.** Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, the City shall contribute ninety-five percent (95.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council, for each regular full-time employee who elects the Self-Insured Medical Plan or the Kaiser Plan; provided that the employee has received a preventive health care examination within the prior two (2) full calendar years. Each regular full-time employee who elects the Self-Insured Medical Plan or the Kaiser Plan and who received a preventive health examination within the prior two (2) full calendar years shall contribute five percent (5.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council.

17.3.4 Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, the City shall contribute ninety percent (90.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council, for each regular full-time employee who elects the Self-Insured Medical Plan or the Kaiser Plan and who has not received a preventive health care examination within the prior two (2) full calendar years. Each regular full-time employee who elects the Self-Insured Medical Plan or the Kaiser Plan and who did not receive a preventive health examination within the prior two (2) full calendar years shall contribute ten percent (10.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council.

17.3.5 Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, newly hired full-time regular employees who elect the Self-Insured Medical Plan or the Kaiser Plan will have one (1) full calendar year to receive a preventive health examination to retain the City's ninety-five percent (95.0%) contribution and the employee's five percent (5.0%) contribution in the subsequent plan year. The City shall contribute ninety percent (90.0%) and the employee shall contribute ten percent (10.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council, for each newly hired full-time regular employee who does not receive a preventive health examination within the first full calendar year of service.

~~17.3.6~~~~17.3.2~~—**Medical Coverage Opt Out.** For the term of the Agreement a benefits eligible employee who has alternate group medical coverage may choose to opt out of City provided medical coverage. A full-time employee who chooses to opt out shall not be required to pay the contribution in Clauses 17.3 and shall receive a cash payment every payday (except for the third payday in a month) as follows:

Cash Payment	One Party	\$25.00 per payday
	Two Party	\$45.00 per payday
	Family	\$62.50 per payday

~~17.3.7~~~~17.3.2.1~~—Employees may elect to receive the cash payment as cash (subject to withholding). ~~or as a pre-tax contribution into a Flexible Spending Account (MERP or DCAP).~~ In addition to the cash payment to the employee, the City shall contribute for each full-time employee who opts out of medical coverage an additional amount to the Health Fund as follows:

City Contribution	One Party	\$117.26 per payday
	Two Party	\$93.59 per payday
	Family	\$72.86 per payday

~~17.3.8~~~~17.3.2.2~~—Effective July 1, of each year of the Agreement, the City contribution rate provided in the previous year of the Agreement to each employee who opts out of medical coverage shall be adjusted to reflect the full annual percentage increase in the Portland-Salem medical care component in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) current base period measured by the reported percentage change between the second half of the most recent calendar year and the second half of the second most recent calendar year as published by the federal Bureau of Labor Statistics. However, in no event shall the contribution rate increase be less than two percent (2%) or greater than ten percent (10.0%).

~~17.3.9~~~~17.3.2.3~~— The City shall pro-rate the cash payment and City contribution in 17.3.2 and 17.3.2.1 above for part-time benefits eligible employees based on whether they are actively employed in an eligible job class and status and are working their regularly scheduled hours. ~~the standard hours schedule.~~

~~17.3.3~~—~~Benefit coverage for domestic partners will continue. Availability of domestic partner benefit is subject to continuing availability from the City's employee benefit insurance carriers. The Committee will recommend eligibility rules governing domestic partner benefit coverage to the City Council.~~

17.4 **Health Fund Reserves**

17.4.1 The Health Fund shall be maintained with adequate reserves to meet fund obligations, ~~which include claims, Incurred But Not Reported Claims Reserves, and Large Claim Reserves. The committee shall make recommendations to the City Council on creating other reserves as appropriate.~~

17.4.2 The term “excess reserves”, as used in this agreement, shall be defined as the monies in the Health Fund which are not needed to meet fund obligations. Excess reserves shall remain in the Health Fund, but shall be subject to separate reporting to the committee.

17.4.3 The Health Fund and all reserves associated with the Fund must be maintained in an interest bearing account. Fund reserves shall be pooled, and shall not be allocated on an individual employee or employee group basis.

17.5 **Retiree and Survivor Benefits**

17.5.1 The City shall make available to a retired employee and their eligible dependents, spouse (or domestic partner) and eligible children, or to the surviving spouse (or domestic partner) and eligible children, or to a surviving spouse or domestic partner, the same medical, dental, and vision benefits offered to active employees. The cost of the plans shall be borne by the retiree, surviving spouse, or surviving domestic partner. Such coverage shall be made available through the City until both the retiree and spouse (or domestic partner) become eligible for federal Medicare coverage.

17.5.2 The City shall provide to the spouse (or domestic partner) and eligible dependent children of an employee who is killed on the job, the same medical, dental and vision benefit plans available to active employees. The City agrees to continue the City contribution for the spouse (or domestic partner) and eligible dependent children until the spouse (or domestic partner) becomes eligible for federal Medicare coverage or remarries (or establishes a new domestic partnership) and for each dependent child, to the date which meets the eligibility requirements of the health plan in which said eligible child is enrolled.

17.6 **Life Insurance**

17.6.1 The City shall provide each employee with a life insurance policy; said policy shall be secured and maintained in accordance with the City's existing practices.

17.6.2 The value of the policy shall be no less than \$10,000 and if greater, shall be such amount as established by the City Council upon the recommendation of the Labor/Management Benefits Committee.

17.6.3 The City shall make available supplemental life coverage on a voluntary, employee paid basis.

17.7 **Federal and State Health Legislation**

If the Federal Government enacts Federal Health Legislation, the State of Oregon enacts or changes any Health Legislation, including ORS 243.303, or if any taxing authority taxes or otherwise limits or restricts health care benefits paid by the City, the City and the union will immediately negotiate on the effect of that legislation as it pertains to this Article.

17.8 **Disability Insurance**

The City shall provide each employee with a long term disability insurance coverage through a group policy; said policy shall be secured and maintained in accordance with the City's existing practices.

~~The City shall modify the benefits plan to include the addition of disability insurance for employees if recommended by the Labor/Management Benefits Committee and approved by the Portland City Council.~~

~~17.9 Domestic Partners~~

~~For purposes of this agreement, the phrase “domestic partners” shall be as defined by the Labor Management Benefits Committee.~~

18. Sick Leave

18.1 The City will continue for the life of this agreement to provide its employees with the sick leave plan and program presently in effect, except as modified as follows: Permanent employees, including those in probationary status, shall be eligible for use of earned sick leave after ninety (90) days service with the City. An employee shall be entitled to use a maximum of four (4) consecutive work days' sick leave without a signed doctor's certificate if the employee has accumulated not less than four hundred (400) hours of sick leave. Otherwise, the employee will be entitled to use a maximum of three (3) consecutive work days' sick leave without a doctor's certificate. When a doctor's certificate is required, it will contain the date of treatment and the date the employee may return to work. If the City desires to verify the authenticity of a doctor's certificate, the employee may be required to furnish the doctor's name, address and phone number. If the employee is aware that ~~his/her~~ the condition will require more than two (2) days sick leave usage, ~~s/he~~ the employee will inform ~~his/her~~ their supervisor of the approximate time of return.

Time for medical and dental appointments will be charged against accrued sick leave. Employees may accumulate unlimited sick leave.

Prior to taking any disciplinary action concerning excessive sick leave ~~abuse~~, the supervisor will notify the employee that their sick leave usage appears to be excessive. The purpose of the notification is to allow the employee the opportunity to identify the specific reasons for the usage of sick leave, and to assist the employee in a cooperative effort to alleviate the cause of the problem. If the employee does not correct their behavior the City may proceed with progressive discipline.

The City may discipline an employee for misuse of sick leave.

~~Any one or a combination of the following criteria may indicate a pattern of sick leave abuse:~~

- ~~1. Under 100 hours balance with more than two years of service.~~
- ~~2. Amount of usage above the City wide average for the preceding twelve months.~~
- ~~3. When 25% or more of the employee's incidents of usage have been in conjunction with regular days off, vacation days, “prime days” (Friday, Saturday, or Sunday), or some other specific pattern of usage.~~

~~Documented usage not to be considered as sick leave abuse include:~~

- ~~1. Long term non-occupational illnesses.~~
- ~~2. Non-service connected injuries.~~

~~3. Chronic conditions which are not service connected or occupational, but render an employee temporarily unable to perform their duties.~~

~~Any employee who is considered, by documented usage patterns, to be misusing sick leave may be subject to discipline including, but not limited to, furnishing a doctor's certificate for each day of illness.~~

~~It is further provided that disciplinary action for sick leave abuse may include placing an employee on sick leave probation for a period of six (6) months. An employee on sick leave probation will not be compensated for the first (1st) work day lost for each occurrence of sick time absence. Sick leave probation shall be reviewed after six (6) months. If an employee documents each sick leave absence at the time of occurrence during his/her sick leave probation with doctor's certificates, or is not absent, then such restriction shall be removed.~~

18.1.1 In situations where an employee's spouse, domestic partner, parent, child or other person for whom the employee is legal guardian, becomes ill or injured and alternate means of transporting or caring for such person cannot be arranged immediately by the employee, the employee shall be permitted to use vacation time or sick leave. A maximum of five (5) days (40 hours) sick leave per year may be used as provided in this subsection. The employee shall be required to submit a doctor's certificate for any absence of three (3) days or more within a period of five (5) working days.

18.2 **Industrial Accident Leave**

18.2.1 During an absence due to an industrial accident which has been accepted by the Risk Management Division, any employee covered by this agreement shall be entitled to receive an income supplement from the City for as many days as ~~s/hethey~~ had accrued sick leave prior to the accident. The amount of supplement is designed to provide no more net compensation while on time loss than ~~s/hethey~~ would have received while working their regular hours. Supplemental pay will be determined in the following manner:

1. The Employee's base hourly rate will be multiplied by the number of regular hours in a pay period to determine the regular gross pay. From this amount the mandatory deductions of FICA and State and Federal withholdings based on the reported exemptions prior to the time of the accident will be deducted. The result will be the regular net pay amount that will be met with any combination of time loss pay, regular hours pay, and supplemental pay.
2. The total mandatory deductions in Step 1 above will be divided by the regular gross pay as calculated in Step 1 above. The result will be the worker's standard mandatory deduction rate.
3. The amount of net Supplemental Pay will be determined by taking the regular net pay from Step 1 above, subtracting Worker's Compensation time loss payments, then subtracting the product of gross pay from regular hours worked (including pay for approved time off) times one minus the worker's mandatory deduction rate determined in Step 2 above.

4. The net Supplemental Pay determined in Step 3 above will be divided by one minus the worker's mandatory deduction rate as determined in Step 2 above to determine the amount of gross supplement pay required to yield the target net pay.
5. If the above calculations determine a negative net Supplemental Pay amount, the Supplemental Pay amount will be zero.

Gross Supplemental Pay =

$\frac{[Base\ Rate * Regular\ Hours] - Deductions - W.C.Timeloss - [Gross\ Pay * [1 - [\frac{Deductions}{Normal\ Gross\ Pay}]]]}{1 - \frac{Deductions}{Normal\ Gross\ Pay}}$
--

For the purpose of this section, base hourly rate is defined as the rate at which the employee would be paid sick leave or vacation time loss.

The number of days of income supplement to which an employee is entitled shall be calculated by dividing the number of sick leave hours accrued by the employee at the close of the pay period preceding the date on which the injury or illness occurred by eight (8), and rounding up to the nearest whole number. Supplemental pay will be paid on a continuous basis until exhausted. If the employee's claim for Workers' Compensation benefits is accepted by the Risk Management Division, supplemental payments based upon sick leave accrued shall not be charged against the employee's sick leave balance.

This new method of computing Supplemental Pay will begin for all injuries reported after the approval of this agreement and for existing claims on the first day of the pay period following the approval of this agreement.

- 18.2.2 ~~On an employee's date of~~ Upon hire, ~~s/he~~ Employees shall be credited with a total of fifteen (15) days of industrial accident leave. Such leave shall be available for time lost because of industrial injury for two years from the employee's date of hire. Such leave credits shall be used prior to the supplement outlined in subsection 18.2.1 above.
- 18.2.3 Payments made by the City under subsections 18.2.1 and 18.2.2 shall not be charged to accrued sick leave.
- 18.2.4 If an employee exhausts all benefits in 18.2.1 and 18.2.2 above, and remains employed with the City, the City shall maintain the employee's health and welfare insurance benefits for a period not to exceed twelve (12) months of ~~his/her~~ the industrial accident leave, providing ~~s/he~~ the employee was eligible for City-paid benefits at the time of the accident. The subject of waiver of premium for employees in this category will be referred to the Insurance Committee for review and report.
- 18.3 **Sick Leave Utilization Upon Retirement**

18.3.1 The City agrees to convert sick leave pay, upon retirement to a PERS supplement, as contemplated by ORS 238.350, or on an equivalent basis for those employees covered by a retirement program other than PERS.

18.4 Sick leave will not accrue during unpaid leaves of absence exceeding thirty (30) days.

19. Family and Medical Leave

19.1 To provide employees the opportunity to balance their family commitments with their employment obligations, the City shall grant Family Leave to employees in accordance with the Federal Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA) and as designated in the City's Human Resources Administrative Rules. For purposes of Family Leave, the City agrees that "spouse" includes "domestic partner".

19.2 Any subsequent changes in the law or the Human Resources Administrative Rules will be incorporated into this Agreement. Specific rules and/or administrative procedures are available from bureau timekeepers or the Bureau of Human Resources.

19.3 During periods of leave covered by FMLA and/or OFLA the Oregon Family Leave, eligible employees shall be required to use accrued or accumulated paid leaves, including vacation and, when applicable, sick leave, prior to a period of unpaid leave of absence. The use of sick leave shall be governed by Article 18 except as indicated below in this article.

19.3.1 Notwithstanding the provisions of Article 19.3 above, an employee may reserve all compensatory time and whatever vacation is necessary to accumulate a total of 80 hours of combined compensatory and vacation time for use upon return from Family Leave.

19.3.2 If an employee has qualified for family leave and has exhausted all other forms of paid leave, the employee may use sick leave in cases of a "serious health condition" (as defined in state law) in the employee's immediate family (as defined in ORS state law including domestic partner as defined in this Labor Agreement). If the duration of the employees' family leave is longer than the amount of the employees' accrued paid leave (not including sick leave), the employee may choose to be placed on unpaid leave of absence or sick leave for the duration of the family leave after using all other accrued paid leave. In no event may an employee use sick leave under this section to extend family leave beyond twelve (12) weeks per calendar year.

19.4 **City Paid Parental Leave.** Per HRAR 6.05, employees covered by this agreement may be eligible for paid parental leave. See HRAR 6.05 for additional information. Should the provisions of HRAR 6.05 change, the City and Unions will meet to negotiate over the impact of the change(s).

19.5 Parental Leave. In cases where an employee is eligible for Oregon Family Leave and has been granted leave to care for an infant or newly adopted child under 18 years of age, or for a newly placed foster child under 18 years of age, or for an adopted or foster child older than 18 years of age if the child is incapable of self-care because of a mental or physical disability ("parental leave"):

a. Such employee shall be allowed to use sick leave, vacation credits or compensatory time during the period of leave for the above purpose, as provided by State law.

b. An additional period of unpaid leave or accrued vacation shall be granted upon request to extend the period to a total of 6 months.

19.5 The parties have further agreed that an employee who is granted family leave under the above laws shall be entitled to utilize accrued compensatory time for that leave. An employee must exhaust all sick and unreserved vacation leave and unreserved accrued compensatory time before taking unpaid leave.

22. Safety – Sanitation

22.1 The City will exert every reasonable effort to provide and maintain safe working conditions, and the Unions will cooperate to that end and support the City when discipline is reasonably required in the case of safety regulation violations. The willful violation of any State or Federal safety law by an employee shall be cause for disciplinary action or discharge.

22.2 **Safety Committees.** The parties will encourage their members to work in a safe manner, will support efforts to change unsafe work habits of employees and recognize that disciplinary action may be imposed for just cause in matters involving violations of safety rules and procedures. To that end safety committees shall be established within the various operations of the City. Each committee shall be composed of five (5) representatives, two (2) representatives designated by the City, two (2) by the Unions, and a fifth picked by the four (4) representatives. The committee shall assist, make recommendations to and cooperate with a safety representative of the City, who shall be an ex-officio member of such committee. The employees designated for this committee shall be employees who have knowledge of practices of the operations and who have worked for the City a minimum of one (1) year. The functions of such committee shall be advisory only. Committees in the City's maintenance and field operations work units shall meet once a month with minutes of meeting prepared by management and a copy thereof furnished to the Unions. Other committees shall meet as necessary. Committee members shall serve a term of one (1) year or until replaced, but may not serve more than five (5) consecutive years.

22.2.1 Each month each ~~foreman-mangers~~ or supervisors in a maintenance or construction operation shall hold a safety meeting with ~~his/her~~their crews. The ~~foremanmanager~~ or supervisor will report on the action or disposition of any recommendations or complaints of the safety committee that would have an effect on ~~his/her~~the crewemployees.

22.3 All work performed by the employees shall be governed by the provisions set forth in the Oregon State Safety Codes.

22.4 No employee shall be allowed to operate any vehicle or machinery which does not comply with the Safety Codes or the Laws of the State of Oregon.

22.4.1 Whenever any automotive or construction equipment is taken out of service for safety or mechanical reasons, the City shall place a tag on the equipment stating the equipment is out of service. A record of service will be maintained and be available for review by the operator of such equipment.

- 22.5 **Unsafe Conditions or Equipment.** Any employee who believes that any working condition or machinery is unsafe shall immediately call it to the attention of ~~his/her~~their supervisor. The supervisor shall immediately discuss the matter with the employee and try to arrive at a mutual agreement as to whether or not an unsafe condition exists. If unable to reach a mutual agreement on the matter, the supervisor may make a decision on the matter. However, if the employee is not satisfied with the decision, such employee shall be allowed time to telephone the City's Safety Officer and if ~~s/he~~they is unavailable, the Workers' Compensation Board, to request an immediate investigation of the matter.
- 22.6 No employee shall be disciplined for refusal to violate the Safety Codes or the laws of the State of Oregon or to follow a supervisory directive where the employee reasonably believes direct bodily harm would result.
- 22.7 The City shall furnish on all temporary work sites sanitary facilities or shall provide transportation when available.
- 22.8 Any condition which the Unions believe a violation of reasonable sanitation practices may be taken up through the grievance procedure at Level Two (Article 35.3.5).
- 22.9 **Personal Clean Up Time.** Employees required to work in and around sewage or garbage and others required to work in live sewers shall be allowed adequate time to shower and change their clothes prior to the end of their work shift. Any clothing furnished such workers by the City shall not be worn home nor away from a permanent job location. Other employees shall be allowed necessary time for personal clean-up prior to the end of the shift. The City shall furnish waterless cleaner and towels when it is necessary for employees to clean up, and when soap and water are not available.
- 22.10 **Ventilation.** Where noxious or poisonous gases may accumulate, the City shall provide proper protection and ventilation. Proper lighting and ventilation shall be provided for all enclosed working spaces. All work in enclosed and confined spaces shall be performed in accordance with applicable Federal, State and local regulations. Spray painting shall be done only by qualified painters.
- 22.11 No employee shall be allowed to work alone in a situation in which working alone is hazardous. In the determination of whether it is hazardous to work alone, the City's Safety Representative and the Unions in the operation involved, shall meet to discuss and arrive at a mutual decision as to what constitutes such a hazardous condition when the question arises.
- 22.12 The City shall provide a traffic-safe outer garment to employees required to work in streets open to traffic.
- 22.13 **Safety Apparel and Equipment.** Each employee shall be required to wear such safety and protective apparel and devices as furnished by the City. Employees shall be instructed as to the safety apparel and/or equipment required for the work to be performed and the proper use thereof. In order to efficiently distribute job related safety equipment and to encourage individual employee responsibility, each bureau, with DCTU input, shall set work group standards as to what schedule and in what quantity it shall be issued.

- 22.13.1 The bureau will have an initial meeting with the union on proposed changes from current practice. At that meeting the parties agree to meet up to an additional two times within 14 calendar days, or such other schedule as is mutually agreeable. The discussions shall be limited to quantity and frequency of items issued. If the parties are unable to reach an agreement, the unresolved portions will be referred to the first available local Metropolitan Portland area arbitrator supplied by the State Employment Relations Board. The parties shall equally share the costs of the arbitration. The arbitrator shall issue a bench decree after a hearing of no more than two hours in length that is the final offer of one of the parties. The decree shall be final and binding. Attorney advocates shall not be allowed as representatives.
- 22.14 **Drivers/Commercial Drivers License.** The parties agree that an employee should only operate a City of Portland motor vehicle with a valid driver's license. An employee who is required to have a valid driver's license as a condition of employment, and who loses his/her/their driving privileges must report their driving status to his/her/their supervisor by their next working day.
- 22.14.1 An employee who receives a citation (including a parking citation) while operating a city vehicle, shall report the citation to his/her/their supervisor by their next working day. The parties agree that the employee is responsible for payment of any fine(s).
- 22.14.2 Operating a city vehicle without a valid license, failing to report the loss of a license or failing to pay any fines related to a citation received while operating a city vehicle may subject employees to disciplinary actions.
- 22.14.3 **First Occurrence.** On the first occasion when an employee, who is required to have a valid driver's license as a condition of employment, reports a lack of a driver's license, the employee will be accommodated in a non-driving assignment in the same or lower job classification for thirty (30) calendar days. If the employee does not have a license at the end of the thirty day accommodation period, the bureau may transfer the employee to a non-driving assignment in the same or lower job classification or lay off the employee, at the bureau's sole discretion. If the employee receives a valid license within ninety (90) calendar days after the loss of the license, the employee will be returned to work. If the employee receives a valid license after ninety (90) calendar days after the loss of the license, the employee will be subject to recall under the provisions of Article 14. The bureau will, at the request of the employee, provide the employee with a letter that verifies the employee's work location and schedule for the purpose of providing the employee with necessary documentation to obtain an occupational license. If an employee obtains an occupational license, the City's Risk Manager will review and determine whether to allow the employee to continue to operate city vehicles.
- 22.14.4 **Second Occurrence.** If within three years from the first loss of a license, an employee again reports a lack of a driver's license, the employee may be accommodated in a non-driving assignment in the same or lower job classification or may be laid off at the bureau's sole discretion. Upon receipt of a valid driver's license, the employee will be subject to recall under the provisions of Article 14. If an employee obtains an occupational license, the City's Risk Manager will review and determine whether to allow the employee to continue to operate city vehicles.

- 22.14.5 Reporting the loss of a license shall have no bearing on whether there is just cause for discipline.
- 22.14.6 **Loss of CDL Medical Certification.** The following sub-articles are intended to apply to temporary disqualification of CDL holders due to the temporary loss or lapse of medical certification caused by a medical condition that is difficult to regulate and the temporary disqualification is beyond the employees' ability to control. When employees are unable to maintain medical certifications under such circumstances, the parties agree to treat the affected CDL employees as follows:
- 22.14.7 **Lack of Knowledge/Active Management Initial Thirty (30)-day Accommodation.** Where an employee has not been medically diagnosed or otherwise informed of a CDL medical certification-impacting medical condition, or where an employee can establish that he/she is engaged in active and affirmative efforts to manage his/her/their CDL medical certification-impacting medical condition, and where the employee's medical certification lapses or is otherwise lost for no more than thirty (30) days, the employee will be accommodated by not being assigned CDL-vehicle operation duties for thirty (30) calendar days. In such instances, although a record may be kept of the lapse or loss, there shall be no adverse employment action or other prejudice related to or based on the lapse or loss.
- 22.14.8 **Extended Initial Accommodation.** If the employee does not have a valid and current medical certification at the end of the thirty (30) day initial accommodation period, and if the bureau can continue to provide placement in an assignment where CDL-vehicle operation duties can be temporarily avoided without adverse impact to the bureau efficiently completing its scheduled work, the employee shall be assigned accordingly. If at any point after thirty (30) days, however, continuation of the same or other accommodation cannot be made without adverse impact, the bureau may transfer the employee to another assignment in the same or lower job classification or may lay the employee off. If transfer is made to an assignment in a lower job classification, the employee shall be temporarily demoted until reassigned in his/her/their previous classification with no loss of seniority.
- 22.14.9 **Regaining Certification/Failure to Obtain.** Affected employees, who regain their medical certifications before the expiration of ninety (90) days from the date of the lapse or loss, will be reassigned to their regular classification. A record of the lapse or loss may be kept; in instances where the employee is actively seeking to obtain medical certification following lapse or loss, such lapse or loss may not be considered for future discipline, but in instances where the employee has failed to actively seek recertification, the lapse or loss may be referred to and relied on in the event of a subsequent like instance of failure to actively seek recertification occurring within three (3) years of the prior instance. After ninety (90) days without a valid and current medical certification, a laid off employee will be subject to the recall provisions of Article 14 provided they meet the eligibility requirements under the federal regulations.
- 22.14.10 **Subsequent Loss or Lapse of CDL Medical Certification.** If an employee who has had a lapse or loss of more than thirty (30) days before obtaining valid and current medical certification subsequently obtains medical certification in his/her/their next certification cycle without lapse or loss, or with a lapse or loss of not more than thirty (30) days, his/her/their

prior lapse or loss of more than thirty (30) days may not subsequently be relied upon as a basis for subsequent adverse employment action. If, however, an employee has a second consecutive lapse or loss of more than thirty (30) days, he/she may be laid off at the bureau's sole discretion.

- 22.14.11 **Lack of Proof of Active Management Initial Thirty (30)-day Accommodation.** Where an employee has been medically diagnosed or is otherwise aware of a CDL medical certification-impacting medical condition, and where the employee cannot establish that he/she is engaged in active and affirmative efforts to manage his/her/their CDL medical certification-impacting medical condition, the employee will be accommodated for a medical certification lapse or loss of no more than thirty (30) days by not being assigned CDL-vehicle operation duties for thirty (30) calendar days. In such instance, however, a record of the lapse or loss shall be permanently retained and may be the basis of subsequent adverse employment action.
- 22.14.12 **No Extension of Accommodation.** At any point after thirty (30) days, the bureau may transfer the employee to another assignment in the same or lower job classification or may lay the employee off, at the bureau's sole discretion. If transfer is made to an assignment in a lower job classification, the employee shall be temporarily demoted until reassigned in his/her/their previous classification with no loss of seniority.
- 22.14.13 **Regaining Certification/Failure to Obtain.** Affected employees, who regain their medical certifications before the expiration of ninety (90) days from the date of the lapse or loss, will be reassigned to their regular classification with no loss of seniority. Affected employees who fail to obtain a medical certification after ninety (90) days will be laid off. Employees who are laid off will be subject to the recall provisions of Article 14.
- 22.14.14 If, however, an employee has a second lapse or loss within four (4) years where the employee cannot establish that he/she is engaged in active and affirmative efforts to manage his/her/their CDL medical certification-impacting medical condition, or has a second lapse or loss of more than thirty (30) days within four (4) years, he/she may be laid off at the bureau's sole discretion.
- 22.15 **Hazardous Materials.** Employees required to handle hazardous materials in the course of their employment, shall receive instructions as to the safe procedures for the handling of such materials, in conformance with State and Federal regulations.
- 22.16 **Pregnancy Accommodation.** If during the first seven (7) months of pregnancy, a pregnant employee presents supporting medical evidence, the City on request will attempt to make reasonable accommodation regarding available work within the employee's classification for a period not to exceed sixty (60) days.

22.17 Reasonable Suspicion of Drug or Alcohol Use.

For the purposes of determining Reasonable Suspicion the City prefers two supervisors observe and document behavior, however, if two are not available then one supervisor may take action.

22.17.1 For purposes of this Article, the following definitions apply.

- a. Reasonable suspicion: a legal standard of proof that is less than probable cause, but more than a “hunch.” It must be based on specific, contemporaneous, articulable observations by a trained manager or supervisor concerning the appearance, behavior, speech, or body odors of an employee.
- b. Alcohol: colorless, volatile and flammable liquid that is the intoxicating agent in fermented and distilled liquors. Includes, but is not limited to, beer, wine, and liquor.
- c. Drugs: any controlled substance included in ORS 475.005, including marijuana, or prescribed drugs which have not been legally obtained or are not being used for the purpose for which they were prescribed.
- d. Drug paraphernalia: any item which is clearly intended for use for the administering, transferring, manufacturing, testing or storing of a drug.

22.17.2 The City reserves the right to determine whether reasonable suspicion exists. Only managers and supervisors trained in the signs and symptoms of drug and alcohol use may refer employees for reasonable suspicion testing. Circumstances which constitute a basis for determining “reasonable suspicion” may include, but are not limited to, direct observation of any of the following:

- a. on-duty use or possession of alcohol;
- b. on-duty use or possession of drugs or drug paraphernalia;
- c. on-duty odor of alcohol;
- d. on-duty physical symptoms of drug or alcohol use (e.g., glassy or bloodshot eyes, slurred speech, poor coordination or reflexes);
- e. on-duty indications of chronic and/or withdrawal effects of alcohol or drugs;
- f. pattern of abnormal conduct, erratic behavior or deteriorating work performance which can be reasonably attributed to alcohol or drug use.

22.17.3 Where the City has reasonable suspicion to believe that an on-duty employee possesses or is under the influence of alcohol or drugs, including marijuana, the City may require that the employee immediately consent and submit to a urine and breathalyzer test. The City shall pay the cost of the tests, and employees will be paid for time spent in the testing process. A refusal to consent and submit to such tests shall subject an employee to discipline up to and including termination. Refusal to consent and submit means:

- a. refusing a directive to submit to a required test;
- b. inability to provide a urine specimen or breath sample without a valid medical reason confirmed by a physician;
- c. tampering, adulterating, or substituting a specimen or any other attempt to defeat or obstruct an alcohol or drug test;
- d. leaving the collection site before the testing process is complete;
- e. failing to permit an observed collection when required;
- f. failing to submit to a second test when required;
- g. failing to undergo a medical evaluation when required;
- h. failing to cooperate with any part of the testing process.

22.17.4 When an employee is notified that testing is required, the employee may request the presence of a Union representative. Testing may not be delayed for more than 15 minutes in order to wait for a

representative. The absence of a representative shall not be grounds for the employee to refuse to consent and submit to testing. The presence of a representative shall not disrupt or interfere with the tests.

22.18 For purposes of drug testing, the City will use the Department of Transportation concentrations described in Rule 49 CFR Part 40 Section 40.87. The parties recognize that urinalysis testing for marijuana metabolites and THCA does not provide conclusive evidence of employee intoxication at the time of the test.

27. Wage Scales

Upon request, with reasonable notice, the City will provide an accurate amount of the individual employee's accumulated sick leave, holiday and vacation credits.

27.1 Wages shall be paid in accordance with the provisions of Schedule A attached hereto.

27.2 **City Initiated Classification Changes.** Before ~~requesting the reclassification of~~ any DCTU represented position, proposing a new classification in a DCTU represented series, or abolishing any DCTU represented classification, the Human Resources Director, or designee, shall notify the Unions affected by the proposed reclassification, creation or abolition, and, discuss the effect thereof.

27.2.1 If the City reclassifies any represented bargaining unit position(s), and there is a disagreement over whether the new classification remains in the bargaining unit or over representation of the new classification, the parties will meet, within 10 working days~~five (5) working calendar days~~; to attempt to resolve the matter by mutual agreement prior to resorting to the procedures in the Public Employees Collective Bargaining Act. of ORS 243.650 to ORS 243.782.

27.3 Reclassification Changes

27.3.1 The City shall maintain a procedure for employees to initiate reclassification reviews.

27.3.2 Disputes about the appropriateness of reclassification of employees by management or denial of employee-initiated requests for reclassification may be appealed to the Human Resources Director and the Civil Service Board in accordance with the Personnel Rules of the City of Portland.

27.4 The Unions recognize that the Human Resources Director and Civil Service Board have the sole authority to classify or reclassify positions. ~~The above does not preclude the Unions from monitoring the City's classification plan.~~

27.5 Wage Rates for New Classifications

27.5.1 When any classification not listed in Schedule A is established, or when an existing classification is substantially revised, the City will set a wage range for the classification which is reasonably related to wage ranges for comparable positions in comparable labor market areas for the classification and to wage ranges for existing classifications in Schedule A.

27.5.2 Upon setting a wage range for the new 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) 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 Union's demand to bargain will outline whether it is looking to bargain over wages, impacts or both. The City can establish an interim rate during bargaining.

27.6 **PERS/OPSRP.** The City agrees to maintain its membership in the State of Oregon Public Employees Retirement System (PERS)/Oregon Public Service Retirement Plan (OPSRP). The City shall "pick-up", assume and pay a six percent (6%) average employee contribution to the Public Employees Retirement Fund and the Oregon Public Service Retirement Plan for the employee members then participating in the Public Employees Retirement System. Such "pick-up" or payment of employee member contributions to the system shall continue for the life of this agreement and shall also be applicable to employees who first begin to participate in the system on and after July 1, 1980, to the termination of this agreement.

The full amount of required employee contributions "picked-up" or paid by the City on behalf of employees pursuant to this agreement shall be considered as "salary" within the meaning of ORS 238.005 (21) or ORS 238A.005 (16), as appropriate, for the purposes of computing an employee member's "final average salary" within the meaning of ORS 238.005 (8) or ORS 238A.130, as appropriate, but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 238.200 or ORS 238A.330, as appropriate. Such "picked-up" or paid employee contributions shall be credited to employee accounts pursuant to ORS 238.200 (2) or ORS 238A335, as appropriate, and shall be considered to be employee contributions for the purposes of ORS 238.200 or ORS 238A330, as appropriate.

27.6.1 City employees under Multnomah County Retirement System will receive in lieu of the PERS "pick-up" a six percent (6%) contribution by the City of Portland into its Deferred Compensation Program.

27.7 **Deferred Compensation.** The City shall allow employees under this contract to participate in the Deferred Compensation Program that is currently available to employees. However, if the program is determined not to be allowable as a tax deferral under the Internal Revenue Code, the participating employee shall hold the City and the union harmless against any and all claims, demands, or other forms of liability arising as a result of any invalidation of the terms and conditions of the Program.

28. **Recoupment of Overpayment/Underpayments**

28.1 **Overpayments**

28.1.1 In the event that an employee receives wages or benefits from the City to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, and regardless of when the overpayment occurred, the employee will repay the City. The City shall notify the employee in writing of the overpayment which will includewill provide the employee with written notification of the overpayment, including

information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid.

28.1.2 Overpayment amounts may be recovered by payroll deduction. For purposes of recovering overpayments by payroll deduction, the following shall apply:

~~28.1.1.2~~28.1.2.1 The City may, at its discretion, use the payroll deduction process to correct any overpayment ~~made within a maximum period of two (2) years before the notification.~~

~~28.1.1.2~~28.1.2.2 Where ~~this the payroll deduction~~ process is utilized, the employee and City, and the Union if requested by the employee, shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.

~~28.1.1.3~~28.1.2.3 If there is no meeting held or otherwise a mutual agreement on repayment at the end of the thirty (30) calendar day period, the City shall implement the repayment schedule stated in ~~sub (4)~~28.1.4 below. The parties may extend the thirty (30) calendar day period by a mutual written agreement.

28.1.3 The employee may elect to repay the City for the total amount owed via cash or check in one payment.

~~28.1.1.4~~28.1.4 If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves City service before the City fully recovers the overpayment, the remaining amount may be deducted from the employee's final paycheck. Alternate repayment plans may be allowed under this section pending approval by the Human Resources Director.

~~28.1.2~~28.1.5 An employee who disagrees with the City's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure. In the event a grievance is filed over the City's determination that an overpayment has been made, recoupment deductions will be held in abeyance pending resolution of the grievance.

~~28.1.3~~28.1.6 ~~The~~This Article does not waive the City's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

28.2 Underpayments

28.2.1 In the event the employee does not receive the wages or benefits to which the ~~record/documentation has for all times indicated the~~ employer agreed the employee was entitled, the City shall ~~notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or benefits to be repaid. The City shall~~ correct any such underpayment ~~made within a maximum period of two years before the notification.~~

28.2.2 This provision shall not apply to claims asserting eligibility for payments which result from this agreement. Employees claiming eligibility for such things as lead work, work out of classification pay or reclassification must pursue those claims pursuant to the timelines elsewhere in this agreement.

Tools

29.1 ~~The City Employees shall furnish replacements of tools stolen, lost, worn or broken on the job to any employee who is required to furnish tools to carry on his/her trade for the City in accordance with present practices, except where lost, stolen, worn, or broken tools are the result of negligence on the part of the employee. Employee-owned tools must be properly secured when not in use. The City will continue to provide replacement in accordance with past practices for tools that are stolen, provided the employee files a police report. Employee tools must be properly secured when not in use.~~

29.2 Each permanent full-time employee who is a non-probationary incumbent in the classifications listed below and who is represented by IAM District Lodge 24 shall be eligible for a tool ~~reimbursement~~ allowance of ~~up to \$500-750~~ per fiscal year for tools that the employee normally uses in his/her regular duties with the City. Necessary tools purchased for City work with the ~~reimbursement~~ allowance will be used to repair City Vehicles and Equipment and are intended to be routinely available for use at the employee's work site. Classifications eligible for the ~~reimbursement~~ allowance:

Auto Body Restorer (Job ID 30000125)

~~Motorecycle Mechanic (Job ID 30000129)~~

Vehicle and Equipment Mechanic Trainee (Job ID 30000130)

Vehicle and Equipment Mechanic (Job ID 30000131)

Vehicle and Equipment Mechanic, Lead (Job ID 30000132)

~~Requests for reimbursement under this provision shall be made in accordance with Clause 30.2 of this Agreement except that employees may purchase tools at any time but may only submit receipts for reimbursement during the period October 1 through December 31 each year. Tool purchases exceeding \$500 in any one year may be submitted in successive years for reimbursement. Such payment will be made on the second paycheck in the fiscal year or the second paycheck following ninety (90) days of service.~~

This process is in effect for the life of this agreement. The parties agree to reopen this Article for discussion the next time the agreement is bargained.

29.3 **Tool Inventory.** The City's classification specifications for the jobs listed in 29.2 require employees to supply their own tools. Employees are responsible for providing and maintaining a basic set of mechanic hand tools that meet the requirement of the basic tool list provided by the City ~~as listed in Appendix C~~. Employees are encouraged to bring additional tools to their work site, but all tools must be clearly marked with the employee's information.

Employees are also responsible for providing the City with a current written inventory and digital photographs of all tools brought to the work site. Employees are responsible for adding new tools to the tool inventory. Management ~~shall~~ may review each employee's tool inventory ~~at the City's discretion once every two (2) years, beginning January 1, 2014~~. The

City will provide the digital camera for this purpose. In order to be eligible for ~~reimbursement~~ replacement, stolen ~~or broken~~ tools must be permanently marked (engraved or etched) with the employee's information, inventoried, and photographed.

30. Clothing

30.1 In order to efficiently distribute currently provided work clothing and to encourage individual employee responsibility, each bureau shall set work group standards as to what constitutes work clothing and on what schedule and in what quantity it shall be issued in accordance with the procedure defined in section 22.13.1.

30.2 For the period of July 1, 2017 to June 30, 2018 Any employee with ninety (90) days of service or more, working in a position where the City now furnishes rain gear or safety shoes, shall be reimbursed, upon proof of purchase, up to \$150.00 annually for the purchase of hearing protection, prescription safety glasses, safety shoes, rain gear, clothing that shall be worn on the job and that is intended to protect employees from exposure to potential hazards and/or inclement weather encountered in the performance of their assigned duties, or tools for any employee who is required to furnish tools to carry on his/her trade for the City in accordance with present practices. Purchase time will be limited to a ninety (90) day period following the issuance of a written authorization for such purchase. A temporary employee, as defined in Article 1, shall be reimbursed for safety shoes under this Article after 6 continuous months of employment in a full-time budgeted position. ~~The increase from \$135.00 to \$150.00 in the annual reimbursement amount shall be effective July 1, 2014.~~

Employees who work in hot asphalt will be furnished safety shoes on a replacement basis as needed, no more than two (2) pair annually. Asphalt employees will turn in worn out safety shoes as a condition to reimbursement for a new pair.

Beginning July 1, 2018, any employee with ninety (90) days of service or more, working in a position where the City now furnishes rain gear or safety shoes, shall be paid \$250.00 per fiscal year for the purchase of hearing protection, prescription safety glasses, safety shoes, rain gear, clothing that shall be worn on the job and that is intended to protect employees from exposure to potential hazards and/or inclement weather encountered in the performance of their assigned duties, or tools for any employee who is required to furnish tools to carry on his/her trade for the City in accordance with present practices. Such payment will be made on the second paycheck in the fiscal year or the second paycheck following (9-) days of service.

A temporary employee, as defined in Article 1, shall be paid for safety shoes under this Article after 6 continuous months of employment in a full-time budgeted position. Such payment will be made on the second paycheck following (6) continuous months of employment in a full-time budgeted position.

30.2.1 Any employee who receives a permanent appointment to work in any area where the City provides safety shoes, and the employee purchases safety shoes prior to working ninety (90) days, the employee will receive the safety shoe reimbursement after ninety (90) days of employment unless already reimbursed under 30.2 above.

38. Effective Date and Duration of Agreement

This Agreement, effective July 1, 2017 or upon~~from~~ ratification by both parties, shall remain in full force and effect through June 30, 202017.

In the event that City revenue sources should be decreased by the passage or impact of a tax limitation measure, legislatively mandated change, cut back in Federal and/or State revenue sharing, or any other conditions causing a worsening of the City's financial position, the City Council and the DCTU agree that they will meet and discuss the economic impact and, by mutual agreement, will put forth a good faith effort to arrive at alternatives to a reduction in the work force.

ARTICLE XX

PROFESSIONAL DEVELOPMENT

The Unions and the City mutually recognize the benefit of professional development for members of the Unions. To accomplish this:

1. The City shall fund a Professional Development account in the amount of \$140,000 per fiscal year.
2. At the end of each fiscal year any unexpended account monies up to \$25,000 shall be carried over and added to the next fiscal year's fund. If, at the end of a fiscal year more than \$25,000 remains in the fund, the entire unexpended account monies shall be returned to the City.
3. Professional Development training must commence by the termination of this agreement.
4. Administrative assistance for administering the fund up to 40,000 of the fund annually may be deducted from the fund to cover those costs provided. In addition, the City will confer with the DCTU about measures to reduce these administrative costs and implement measures as agreed.
5. Monies from this account may be used by an employee for any of the following, provided it pertains to their current position, or for another City position in their classification series or in reasonably related work:
 - A. Fees and/or tuition to professional development seminars, classes, workshops and conferences.
 - B. Books, tapes, videos and software that may assist the employee in his/her professional development. Items such as these must be turned over to the Bureau upon separation from the City.
 - C. Licenses, certifications and professional dues not paid by the employee's bureau.
6. The account shall be administered by a four (4) member Professional Development Committee. Two (2) members of the Professional Development Committee shall be appointed by the DCTU and two (2) members by the Director of the Bureau of Human Resources.
7. The Bureau of Human Resources will establish accounting procedures for the fund in accordance

with all applicable Federal, State, and Municipal Laws.

8. Professional Development Committee decisions shall be made by consensus. The Committee shall establish committee decision-making processes and criteria for approval of Professional Development requests.
9. Release time to attend professional development seminars, classes, workshops and conferences shall be subject to approval by the City, which shall not be unreasonably denied when the training is directly related to the employee's City job.

Schedule "A" COLA

YEAR ONE — Effective ~~July 1, 2017~~ August 29, 2013, Schedule "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period ~~July 1, 2017 or upon ratification by both parties, whichever is later, August 29, 2013~~, to June 30, 201~~8~~4 are to be increased by ~~100 percent (100%)~~ fifty percent (50%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the annual change in the index between the 2nd Half 201~~5~~4 and the 2nd Half 201~~6~~2) for the Portland-Salem, OR-WA, published by the Bureau of Labor Statistics, U.S. Department of Labor. ~~Salary rates for classifications in Schedule "A" shall be increased by 0.9% effective August 29, 2013.~~

YEAR TWO - Effective July 1, 201~~8~~4, Schedule "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 201~~8~~4 to June 30, 201~~9~~5 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 annual change in the index between the 2nd Half 201~~6~~2 and the 2nd Half 201~~7~~3) for the Portland-Salem, OR-WA, 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%). ~~Salary rates for classifications in Schedule "A" shall be increased by 2.7% effective July 1, 2014.~~

YEAR THREE - Effective July 1, 201~~9~~5, Schedule "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 201~~9~~5 to June 30, 20~~20~~16 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 annual change in the index between the 2nd Half 201~~7~~3 and the 2nd Half 201~~8~~4) for the Portland-Salem, OR-WA, 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 - Effective July 1, 2016**, Schedule "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 2016 to June 30, 2017 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 annual change in the index between the 2nd Half 2014 and the 2nd Half 2015) for the Portland-Salem, OR-WA, 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%).~~

Longevity Pay.

Upon completion of their tenth consecutive year of service as a permanent employee of the City, employees shall receive longevity pay of 2.0%. Longevity pay shall be calculated on the basis of the employee's regular hourly rate, not including premium pay.

Schedule "A" Premiums

Effective ~~April 30, 2014~~ on ratification through June 30, ~~2017~~ 2020

1. Premiums described in paragraphs ~~2 a-d, 3 a-d, 4 a-b, 5, and 6~~ through 8 shall not be pyramided.
2. The following named classes and work situations will be paid a premium of ~~eighty cents~~ four percent (~~(\$0.80)~~ (4%)) of the employee's base wage for actual time performing such work ~~per hour for all hours worked~~ rounded up to the next whole hour:

~~16 Utility Worker I's and II's assigned to sewer main and lateral repair crews (not emergency crews);~~

~~17 Automotive Equipment Operator Is, Utility Worker Is, and Utility Worker IIs assigned to operate a mounted or trailed compressor together with hydraulic or pneumatic jackhammer.~~

- a. Employees operating a ~~hydraulic or pneumatic handheld~~ jackhammer.
- b. Employees who are assigned to drive a fuel truck in order to perform fueling operations and to transport fuel.

~~3. Under the following work situations, a premium of eighty cents (\$0.80) per hour will be paid for a minimum of four (4) hours:~~

~~3.a. To a~~ Any employee other than a ~~High Climber,~~ Painter, Facilities Maintenance Technician, Facilities Maintenance Technician Apprentice, and Facilities Maintenance Technician Lead while working from a temporary scaffolding, portable ladder, or boom, which is fifteen (15) feet above ground or working from any suspended device will receive a premium of four percent (4%) of the employee's base wage, for a minimum of four (4) hours.

~~4.~~ Any employee who is required to work over ~~ninety-fourty-five~~ (9045) feet above the ground on bridges and structures while working from a temporary scaffolding, portable ladder or boom shall be paid 1.5 times the employee's base rate of pay, for a minimum of four hours. Any employee who is required to work over ~~ninety-fourty-five~~ (9045) feet above the ground on a fixed structure and required to wear fall protection equipment shall be paid at 1.5 times the employee's base rate of pay, for a minimum of four hours. The appropriate pay for employees working over ~~90-fourty-five~~ (45) feet on overtime is 1.5 times the employee's base rate plus .5 time the employee's base rate for a total of 2 times the employee's base rate;

~~b. 5. To a~~ Any employee other than an Inspector, Facilities Maintenance Technician, Facilities Maintenance Technician Apprentice, and Facilities Maintenance Technician Lead who is instructed to work underground or in a shored excavation will receive a premium of four percent (4%) of the employee's base wage, for a minimum of four hours.

~~c. To employees in the Industrial Maintenance Millwright classification series performing vibration testing and/or analysis work that is assigned by the supervisor~~

~~d. Any employee operating a 90 pound or larger jackhammer.~~

46. The City will pay a premium of ~~two dollars (\$2.00)~~ eight percent (8%) of the employee's base wage, per hour, for actual time worked, rounded up to the nearest whole hour, under the following conditions:

a. Employees who are required to be HAZWOPER trained and maintain that certification and who must wear special personal protective equipment (must include positive pressure respirators and/or safety suits) and/or Level "B" PPE only while:

1. i) engaged in work inside a permit required confined space as defined by OSHA; or

ii) connecting chlorine cylinders or responding to liquid chlorine alarms; or,

2. iii) performing work in areas designated by the City as having contaminated soils (i.e. heavy metals). Note: Employees must complete forty (40) hours of hazardous materials training to perform work in contaminated soils; or

3. iv) receiving bulk shipments of chemicals; or

4. v) performing maintenance and repair on piping and systems that can contain potentially hazardous chemicals.

b. Employees in the Electrician and related classifications, not including Facilities Maintenance Technician, Facilities Maintenance Technician Apprentice, and Facilities Maintenance Technician Lead, working on "live" equipment with an Arc Flash rating of category three (3) or higher as described in the National Fire Protection Agency (NFPA) 70E Standard.

57. Vehicle Service employees when assigned emergency repair work on automotive or construction equipment that has broken down alongside the road shall be paid a premium of five percent (5%) of the employee's base wage for all time so assigned. This premium does not apply to repair work performed on City-owned or leased property or any off-road locations. ~~The above~~ This premium will also apply to Vehicle and Equipment Mechanics.

68. In the event the City places the responsibility for a crew of two (2) or more employees upon a member of that crew, to the extent that such member is held responsible for the work performance of the other members of that crew, it will pay such employee ~~the lead rate~~ a premium of five percent (5%) of the employee's base wage. This shall not be deemed a requirement that the City designate a lead in charge of every crew.

a. An employee assigned lead duties in a work day will receive the lead ~~rate of pay~~ premium for a minimum of ~~four (4) hours~~ half a shift, or for a full shift eight (8) hours if the employee is assigned to such duties ~~over four (4) hours in a work day~~ for more than half their shift.

b. Assignment to lead duties is temporary and employees do not acquire status or rights to such assignment.

79. ~~The premium rate paid~~ Building Inspector IIs, Electrical Inspectors, and Plumbing Inspectors shall receive a premium of two percent (2%) added to the employee's base wage for all hours worked for each additional one and two family inspection certifications they obtain and to begin to

use in the Residential Inspections Section in the Bureau of Development Services ~~shall be \$0.40 added to the base wage.~~

~~810.~~ ~~The premium rate paid~~ Building Inspector IIs shall receive a premium of two percent (2%) added to the employee's base wage for all hours worked for each additional one and two family inspection certifications they obtain and begin to use in the "Work without Permit Program" in the Compliance Services/Neighborhood Inspection Section of the Bureau of Development Services ~~shall be \$0.40 added to the base wage.~~

~~911.~~ ~~The premium rate paid~~ Building Inspector IIs and Structural Inspectors who obtain and begin to use both commercial Structural and commercial Mechanical certifications in the Commercial Structural/Mechanical Inspections Section in Bureau of Development Services ~~shall receive a premium of three percent (3%) added to the employee's base wage for all hours worked shall be \$0.80 added to the base wage.~~

~~1012.~~ Water Treatment Certifications:

~~a. Employees in the classification of Water Treatment Operator II are required to have and maintain certification as a Water Treatment Level 2 Operator. Certification pay for Water Treatment Level 3 Operator shall be \$0.50 per hour for all hours worked.~~

~~b. Employees in the classification of Water Treatment Operator II are required to have and maintain certification as a Water Treatment Level 2 Operator. Certification pay for Water Treatment Level 4 Operator shall be \$0.75 per hour for all hours worked.~~

~~c. Employees in the classification of Water Treatment Operator Lead are required to have and maintain certification as a Water Treatment Level 3 Operator. Certification pay for Water Treatment Level 4 Operator shall be \$0.75 per hour for all hours worked.~~

~~da. Employees in the Water Treatment Operator II classification are required to have and maintain certification as a Water Treatment Level 2 Operator. Certification pay for Water Treatment Level 3 Operator shall be three percent (3%) added to the employee's base wage for all hours worked. Certification pay for Water Treatment Level 4 Operator shall be four percent (4%) added to the employee's base wage for all hours worked.~~

~~b. Employees in the Water Treatment Operator, Lead classification are required to have and maintain certification as a Water Treatment Level 3 Operator. Certification pay for Water Treatment Level 4 Operator shall be four percent (4%) added to the employee's base wage for all hours worked.~~

~~c. Employees are responsible for completing the required Continuing Education Units (CEUs) to maintain their certifications.~~

~~1113.~~ Water Distribution Certifications:

~~a. Employees in the Water Operations Mechanic classification are required to have and maintain certification as a Water Distribution Level 1 Operator. Certification pay for Water Distribution Level 2 Operator shall be \$0.25 per hour~~two percent (2%) added to the employee's base wage for all hours worked. Certification pay for Water Distribution Level 3 Operator shall be ~~\$0.50 per hour~~three percent (3%) added to the employee's base wage for all hours worked.

Certification pay for Water Distribution Level 4 Operator shall be ~~\$0.75 per hour~~ four percent (4%) added to the employee's base wage for all hours worked.

- b. Employees in the Water Quality Inspector and Water Meter Technician classifications are required to have and maintain certification as a Water Distribution Level 1 Operator (except for those employees grandfathered in 2010). Certification pay for Water Distribution Level 2 Operator shall be ~~\$0.25 per hour~~ two percent (2%) added to the employee's base wage for all hours worked. Certification pay for Water Distribution Level 3 Operator shall be ~~\$0.50 per hour~~ three percent (3%) added to the employee's base wage for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be ~~\$0.75 per hour~~ four percent (4%) added to the employee's base wage for all hours worked.
- c. Employees in the Watershed Specialist III classification are required to have and maintain certification as a Water Distribution Level 2 Operator. Certification pay for Water Distribution Level 3 Operator shall be ~~\$0.50 per hour~~ three percent (3%) added to the employee's base wage for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be ~~\$0.75 per hour~~ four percent (4%) added to the employee's base wage for all hours worked.
- d. Employees are responsible for completing the required Continuing Education Units (CEUs) to maintain their certifications.

~~121514~~. Water Treatment and Water Distribution Certification:

- a. Employees in the Operating Engineer II classification are required to have and maintain certification as both a Water Distribution Level 2 Operator and Water Treatment Level 1 Operator. Certification pay for Water Distribution Level 3 Operator shall be ~~\$0.50 per hour~~ three percent (3%) added to the employee's base wage for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be ~~\$0.75 per hour~~ four percent (4%) added to the employee's base wage for all hours worked. Certification pay for Water Treatment Level 2 Operator shall be ~~\$0.25 per hour~~ two percent (2%) added to the employee's base wage for all hours worked. Certification pay for Water Treatment Level 3 Operator shall be ~~\$0.50 per hour~~ three percent (3%) added to the employee's base wage for all hours worked. Certification pay for Water Treatment Level 4 Operator shall be ~~\$0.75 per hour~~ four percent (4%) added to the employee's base wage for all hours worked.
- b. Employees in the Operating Engineer III classification are required to have and maintain certification as both a Water Distribution Level 2 Operator and Water Treatment Level 2 Operator. Certification pay for Water Distribution Level 3 Operator shall be ~~\$0.50 per hour~~ three percent (3%) added to the employee's base wage for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be ~~\$0.75 per hour~~ four percent (4%) added to the employee's base wage for all hours worked. Certification pay for Water Treatment Level 3 Operator shall be ~~\$0.50 per hour~~ three percent (3%) added to the employee's base wage for all hours worked. Certification pay for Water Treatment Level 4 Operator shall be ~~\$0.75 per hour~~ four percent (4%) added to the employee's base wage for all hours worked.
- c. Employees holding both Water Distribution Operator and Water Treatment Operator certifications will only be compensated for one certification at a time with the higher hourly premium being worked.
- d. Employees are responsible for completing the required Continuing Education Units (CEUs) to maintain their certifications.

~~13. Wastewater Treatment Certifications:~~

- ~~a. Wastewater Operators and Wastewater Operations Specialists holding a Wastewater Treatment Plant Operators Certification from the State of Oregon shall receive a premium of \$0.25 per hour for Level II certification, \$0.50 per hour for Level III certification, and \$0.75 per hour for Level IV certification. These premiums shall be paid for all hours worked.~~
- ~~b. The City shall pay for the initial cost of certification. The employee is responsible for renewing the certification and paying the renewal costs.~~
- ~~c. Employees holding both Wastewater Treatment and Wastewater Collection System certifications will only be compensated for one certification at a time with the higher hourly premium being paid for all hours worked.~~

~~14. Wastewater Collection System Certification:~~

- ~~a. Employees who work in and around live sewers in the operation and maintenance program and who hold a Wastewater Collection System Certification from the State of Oregon shall receive a premium of \$0.25/hr for each certification level above Level I for all hours worked when assigned to sewer crews (i.e. Level II \$0.25, Level III \$0.50, Level IV \$0.75).~~
- ~~b. The City shall pay for the initial cost of certification. The employee is responsible for renewing his or her certification and the renewal costs.~~
- ~~c. Certification pay will be attached to base pay and applicable for all hours working in the sewer operation and maintenance program. (Not applicable when snow plowing or tasks unrelated to the sewer O&M Program.)~~

~~18. Employees holding both Wastewater Treatment and Wastewater Collection System certifications will only be compensated for one certification at a time with the higher hourly premium being paid for all hours worked.~~

~~15. Utility Worker IIs in the Portland Bureau of Transportation Street Maintenance Division who operate the side mounted depth of cut controls on cold milling machines shall be paid a premium of \$0.94 per hour for all hours worked rounded up to the next whole hour.~~

~~4615.~~ Inspectors in the Bureau of Development Services Residential Inspection program who possess and are regularly assigned to work that requires manufactured home certification shall be paid \$15.00 per trip per unit when it includes a mobile home inspection.

~~4716.~~ National Institute for Automotive Service Excellence (NIASE) Certification:

- a. Employees in the Classification of Auto Body Restorer who possess a valid Master Collision Repair/Refinishing Technician Certification, issued by the NIASE, shall receive \$36.92 per FLSA workweek.

- b. Employees in the Classification of Vehicle and Equipment Mechanic or the Premium Assignment of Vehicle and Equipment Mechanic, Lead and who are assigned to work on fire apparatus, who possess a valid Master Medium/Heavy Duty Truck Technician Certification issued by the NIASE and possess a valid Emergency Vehicle Test F-1 through F-2 certification shall receive \$36.92 per FLSA workweek; those who possess a valid F-3 through F-4 certification shall receive \$48.46 per FLSA workweek; those who possess a valid F-5 through F-6 certificate shall receive \$60.00 per FLSA workweek. All EVT certifications must be issued by the EVT Certification Commission, Inc.
- c. Employees in the Classification of Vehicle and Equipment Mechanic or the Premium Assignment of Vehicle and Equipment Mechanic, Lead and who possess a valid Master Heavy Duty Truck Technician Certificate or who possess a valid Master Automobile Technician Certificate, issued by the NIASE, shall receive \$36.92 per FLSA workweek.

~~d. Employees in the Classification of Storekeeper/Acquisition Specialist II: Automotive Parts Specialist, or employees in the Premium Assignment of Storekeeper/Acquisition Specialist Lead who have a base class of Automotive Parts Specialist, who passed all NIASE tests in the Automotive Parts Specialist test series, shall receive \$36.92 per FLSA workweek.~~

ed. The City shall pay for the cost of certification if the employee can prove they passed the certification test. If the employee does not pass the certification test, the employee is responsible for the cost of the test.

1817. The City shall pay employees in the Senior Electrical Inspector and Senior Plumbing Inspector classifications who are assigned the duties of the Chief Electrical Inspector or Chief Plumbing Inspector a premium of \$1.95 per hour for all hours worked.

1918. ~~The City shall pay employees~~ Employees who work for the Bureau of Development Services in the classifications of Building Inspector IIs, Electrical Inspector~~s~~, Plumbing Inspector~~s~~, and Combination Inspector~~s~~ ~~classifications~~ a shall receive a certification premium of ~~\$0.80 per hour~~ two percent (2%) added to the base wage for all hours worked, rounded up to the next fifteen (15) minute increment, when they successfully complete the Specialized Solar Photo-Voltaic (SSPVI), Specialized Plumbing Inspector (SPI), Specialized Electrical Inspector (SEI), and Specialized Systems/Final Inspector (SFI) certifications and perform inspection duties related to these certifications.

2019. Employees appointed to the Housing Inspector and Senior Housing Inspector classification are required, within one year of appointment to the classification, to obtain and maintain one (1) of the following Inspector certifications: Residential Structural Inspector, Residential Electrical Inspector, Residential Plumbing Inspector, or Residential Mechanical Inspector. The City shall pay employees in the Housing Inspector classification who work in the Bureau of Development Services a certification premium of ~~\$0.40 per hour~~ two percent (2%) added to the base wage for all hours worked ~~when they obtain and begin to use for~~ each additional Residential Structural Inspector, Residential Electrical Inspector, Residential Plumbing Inspector, or Residential Mechanical Inspector certifications they obtain and begin to use.

2120. Police Identification Technicians who acquire and maintain a Tenprint Fingerprint Certification from the International Association of Identification will receive certification pay of five percent (5%) added to the employee's base wage for all hours worked.
2221. Members in the classifications of Police Records Specialist and Police Records Training Coordinator who have successfully completed Records Finish training will receive a premium of three percent (3%) added to the employee's base wage for all hours worked.
2322. Employees appointed to the classification of Accountant III or Accountant IV who acquire and maintain a CPA license shall receive a premium of five percent (5%) added to their base wage for all hours worked.

Schedule "A" Other Wage Increases
Effective July 1, 2017

Rates Based on 2016/17 and will be adjusted by any agreed upon Cost of Living Adjustment

Accountant I

	Entry	6 Mos	1 yr	2 yr	3 yr	4 yr
Current	\$20.19	\$21.99	\$24.45	\$26.15	\$28.19	\$29.03
Proposed	\$23.79	\$25.12	\$26.41	\$28.16	\$29.01	\$31.25
Increase	~18.5%	~14.5%	~8%	~7.5%	~3%	~7.5%

Accountant II

	Entry	6 Mos	1 yr	2 yr	3 yr	4 yr
Current	\$26.40	\$27.80	\$29.89	\$31.15	\$32.26	\$33.24
Proposed	\$26.40	\$27.80	\$29.89	\$31.26	\$32.37	\$33.35
Increase				~.5%	~.5%	~.5%

Carpenter

	Entry	6 Mos	1 yr
Current	\$27.31	\$29.66	\$30.55
Proposed	\$27.72	\$30.10	\$31.01
Increase	1.5%	1.5	1.5%

Industrial Painter

	Entry	6 Mos	1 yr
Current	\$27.31	\$29.66	\$30.55
Proposed	\$28.64	\$31.13	\$32.07
Increase	5%	5%	5%

Industrial Painter, Lead

	Entry	6 Mos	1 yr
Current	\$28.64	\$31.13	\$32.17
Proposed	\$30.07	\$32.69	\$33.67
Increase	5%	5%	5%

Laboratory Analyst I

	Entry	6 Mos	1 yr	2 yr
Current	\$22.61	\$25.87	\$27.15	\$28.56
Proposed	\$23.06	\$26.39	\$27.69	\$29.13
Increase	2%	2%	2%	2%

Laboratory Analyst II

	Entry	6 Mos	1 yr	2 yr	3 yr
Current	\$24.28	\$27.68	\$29.06	30.53	\$32.05
Proposed	\$24.77	\$28.23	\$29.64	31.14	\$32.69

Increase	2%	2%	2%	2%	2%
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Operating Engineer I

	Entry	6 Mos	1 yr
Current	\$24.83	\$26.00	
Proposed	\$24.83	\$26.00	\$27.30
Increase			5%

Operating Engineer II

	Entry	6 Mos	1 yr	2 yr	3 yr
Current	\$25.05	\$27.23	\$28.75	\$30.51	\$32.37
Proposed	\$26.30	\$28.59	\$30.19	\$32.04	\$33.99
Increase	5%	5%	5%	5%	5%

Operating Engineer III

	Entry	6 Mos	1 yr	2 yr	3 yr
Current	\$26.31	\$28.61	\$30.18	\$32.06	\$34.01
Proposed	\$27.63	\$30.04	\$31.69	\$33.66	\$35.71
Increase	5%	5%	5%	5%	5%

Water Treatment Operator I

	Entry	6 Mos	1 yr
Current	\$24.83	\$26.00	
Proposed	\$24.83	\$26.00	\$27.30
Increase			5%

Water Treatment Operator II

	Entry	6 Mos	1 yr	2 yr	3 yr
Current	\$26.31	\$28.61	\$30.18	\$32.06	\$34.01
Proposed	\$27.63	\$30.04	\$31.69	\$33.66	\$35.71
Increase	5%	5%	5%	5%	5%

Water Treatment Operator, Lead

	Entry	6 Mos	1 yr	2 yr	3 yr
Current	\$27.61	\$30.05	\$31.71	\$33.65	\$35.68
Proposed	\$28.99	\$31.55	\$33.30	\$35.33	\$37.46
Increase	5%	5%	5%	5%	5%

Water Quality Inspector I

	Entry	6 Mos	1 yr	2 yr	3 yr
Current	\$25.05	\$27.23	\$28.75	\$30.51	\$32.37
Proposed	\$26.30	\$28.59	\$30.19	\$32.04	\$33.99
Increase	5%	5%	5%	5%	5%

Water Quality Inspector II

	Entry	6 Mos	1 yr	2 yr	3 yr
Current	\$26.31	\$28.61	\$30.18	\$32.06	\$34.01
Proposed	\$27.63	\$30.04	\$31.69	\$33.66	\$35.71
Increase	5%	5%	5%	5%	5%

Water Quality Inspector III

	Entry	6 Mos	1 yr	2 yr	3 yr
Current	\$27.61	\$30.05	\$31.71	\$33.65	\$35.68
Proposed	\$28.99	\$31.55	\$33.30	\$35.33	\$37.46
Increase	5%	5%	5%	5%	5%

PROCUREMENT CLASSIFICATIONS

Procurement Specialist, Assistant

	Entry	6 Mos	1 yr	2 yr	3 yr
Current	\$21.07	\$22.89	\$24.45	\$25.70	\$26.46
Proposed	\$23.92	\$24.91	\$25.96	\$26.88	\$27.70
Increase	~13.5%	~9%	~6%	~4.5%	~4.5%

Procurement Specialist

	Entry	6 Mos	1 yr	2 yr	3 yr	4 yr
Current	\$25.23	\$27.40	\$29.37	\$30.83	\$31.75	
Proposed	\$26.40	\$28.70	\$29.89	\$31.15	\$32.26	\$33.24
Increase	~4.5%	~4.5%	~1.5%	~1.5%	~1.5%	~3%

Procurement Specialist, Senior

	Entry	6 Mos	1 yr	2 yr	3 yr	4 yr
Current	\$29.71	\$32.29	\$34.99	\$37.67	\$38.80	
Proposed	\$31.09	\$33.82	\$35.61	\$38.06	\$39.42	\$40.34
Increase	~4.5%	~4.5%	~4.5%	~1%	~1.5%	~2%

POLICE ADMINISTRATIVE CLASSIFICATIONS

Targeted wage increases for Police Administrative Support Series classifications will be effective 1/1/2016.

Police Administrative Support Specialist, Trainee

	Entry	6 Mos
Current	\$15.15	\$15.58
Proposed	\$15.58	\$16.31
Increase	~3%	~4.5%

Police Administrative Support Specialist

	Entry	6 Mos	1 yr	2 yr	3 yr	4 yr
Current	\$16.73	\$19.15	\$20.08	\$21.49	\$23.33	\$24.02
Proposed	\$19.15	\$20.08	\$21.49	\$23.33	\$24.02	\$25.97
Increase	14.5%	~4.5%	7%	8.5%	3%	~8%

Police Administrative Support Specialist, Sr.

	Entry	6 Mos	1 yr	2 yr	3 yr	4 yr
Current	\$21.40	\$23.26	\$24.56	\$25.82	\$27.53	\$28.36
Proposed	\$23.26	\$24.56	\$25.82	\$27.53	\$28.36	\$29.66
Increase	~8.5%	~5.5%	~5%	~6.5%	3%	~4.5%

Police Desk Clerk

	Entry	6 Mos	1 yr	2 yr	3 yr	4 yr
Current	\$15.15	\$17.06	\$18.01	\$19.30	\$20.65	\$21.27
Proposed	\$17.06	\$18.01	\$19.30	\$20.65	\$21.27	\$23.26
Increase	~13%	~6%	~7%	7%	3%	~9%

Police Records Specialist, Trainee

	Entry	6 Mos
Current	\$15.15	\$15.58
Proposed	\$15.58	\$16.31
Increase	~3%	~4.5%

Police Records Specialist

	Entry	6 Mos	1 yr	2 yr	3 yr	4 yr
Current	\$16.73	\$19.15	\$20.08	\$21.49	\$23.33	\$24.02
Proposed	\$19.15	\$20.08	\$21.49	\$23.33	\$24.02	\$25.97
Increase	14.5%	~4.5%	7%	8.5%	3%	~8%

Police Records Training Coordinator

	Entry	6 Mos	1 yr	2 yr	3 yr	4 yr
Current	\$21.40	\$23.26	\$24.56	\$25.82	\$27.53	\$28.36
Proposed	\$23.26	\$24.56	\$25.82	\$27.53	\$28.36	\$29.66
Increase	~8.5%	~5.5%	~5%	~6.5%	3%	~4.5%

Additional targeted wage increases:

Building Inspector I: add 3% to each step
Building Inspector II: add 3% to each step
Building Inspector, Senior: add 3% to each step
Combination Inspector: add 5% to each step
Commercial Plans Examiner: add two new steps reflecting a 3% increase at each step
Electrical Inspector: add 5% to each step
Electrical Inspector, Senior: add 5% to each step
Electrician: add 3% to each step
Electrician, Lead: add 3% to each step
Electrician, Supervising: add 3% to each step
Facilities Dispatcher: add 10% at 6 months, 7.5% at year 1 and 2, 10% at year 3 and 4
Housing Inspector: add 5% to each step
Instrument Technician: add 3% to each step
Instrument Technician, Lead: add 3% to each step
Plumber: add 5% to each step
Plumbing Inspector: add 5% to each step
Plumbing Inspector, Senior: add 5% to each step
Residential Plans Examiner: delete current entry step; make current 6 month step the new entry rate; make current 1 year step the new 6 month rate; make current 2 year step the new 1 year rate; add new 3 year step reflecting a 3% increase
Water Operations Mechanic: add 5% to each step

Effective July 1, 2017, the City shall increase the wages for employees in the above classifications by adding an additional step or by increasing existing steps as described above.

Effective July 1, 2017, employees who are currently at the top step of the above classifications to which new steps are being added shall be eligible for the additional step increase on their job classification anniversary date.

Effective July 1, 2017, employees in classifications for which steps are being increased will receive the new wage rate for the step they currently occupy.

For Police Administrative Support series classifications, the effective dates for the wage increases described in paragraphs 1 through 3 will be January 1, 2016.

February 18, 1986

Water

**LETTER OF UNDERSTANDING
AFSCME, Local 189 and the City of Portland**

~~SUBJECT: Water Bureau Operations Division AEO II Policy~~

The parties agree that a Utility Worker may be assigned to operate the concrete saw.

~~A.E.O. II EQUIPMENT OPERATORS' SENIORITY~~

~~Assignment of all equipment operated by the AEO II classification will be by bureau seniority bid. The more senior employee will have the right to select the type of equipment he or she will operate. Operators will bid on the following equipment:~~

- ~~1. Dump trucks (with scoop and/or trailer);~~
- ~~2. Concrete Truck;~~
- ~~3. Crane Truck; and~~
- ~~4. Dump truck and scoop on construction site.~~

~~Once each year during December, every AEO II shall have the opportunity to list the equipment he or she prefers to operate in the order of preference. Effective January 1st equipment will be assigned in accordance with the seniority bid. If no one bids on a piece of equipment, then the least senior employee will be assigned to operate that equipment.~~

~~Any dump truck operator may be required to tow and operate a scoop or a trailer. Once assigned to a job, the project foreman and crew leader are responsible for directing the work of all personnel assigned to them. If more than one AEO II is assigned to one job, the least senior AEO II may be required to operate less desirable AEO II equipment.~~

~~Management will attempt to assign equipment to individuals by seniority whenever possible, but it is recognized that the work may require shifting personnel among similar equipment. When upgrades occur from other positions to AEO II on a temporary basis, it is recognized that those persons upgraded may have limited skills until they gain experience in operating all AEO II equipment. When the needs of the job require the skills of an experienced AEO II, the foreman or crew leader may require the least senior AEO II to operate the equipment, even though a temporary AEO II is present on the job. Wherever possible, the upgraded person will be requested to run less desirable pieces of equipment, provided that the needs of the operation can accommodate this.~~

~~Nothing in this Agreement is intended to modify any conditions of the current Labor Agreement.~~

~~C.E.O. EQUIPMENT OPERATORS' SENIORITY~~

~~Assignment of 690 Excavator and Construction Backhoe for the CEO classification will be by bureau seniority bid. The more senior employee will have the right to select the type of equipment he or she will operate. Operators will bid on the following equipment:~~

- ~~1. 690 Excavator~~
- ~~2. Construction Backhoe~~
- ~~3. Pool (All other equipment)~~

~~Once each year during December, every CEO shall have the opportunity to list the equipment he or she prefers to operate in the order of preference. Effective January 1st equipment will be assigned in accordance with the seniority bid. If no one bids on a piece of equipment, then the least senior employee will be assigned to operate that equipment.~~

~~The CEO assigned to operate the backhoe on construction may be required to operate the 690 when that operator is not available. It may also be required to temporarily reassign the construction backhoe operator to another job when job priorities require it.~~

~~Management will attempt to assign equipment to individuals by seniority whenever possible, but it is recognized that the work may require shifting personnel among similar equipment.~~

~~Nothing in this Agreement is intended to modify any conditions of the current Labor Agreement.~~