

**DCTU Final Offer and Cost**

**Summary**

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**8. Shifts**

8.1 Shifts shall be defined by the following starting times:

| <b>Shift</b> | <b>Starting no earlier than: and no later than:</b> |         |
|--------------|---|---------|
| Day          | 6:00 AM   | 9:29 AM |
| Second/Swing | 9:30 AM   | 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 and P&D employees shall begin within the hours of 6:00 A.M. to 10:00 A.M. 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 the regular hourly rate as set forth in Schedule A for all hours worked on the second, third or relief shift:

| <b>Shift</b>    |        |
|-----------------|--------|
| Second/Swing    | \$1.25 |
| Third/Graveyard | \$1.75 |
| Relief          | \$1.75 |

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

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 subsection 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 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 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 Employees in the Bureau of Police divisions that are staffed 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.

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**Overtime**

9.1 **Overtime Rate.** Overtime shall be paid at the rate of one and onehalf (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 second to last 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 last day of an employee's workweek.

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 they have not received a fair share of available overtime offers has an assertive duty to address the matter with their 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 their established hourly rate for the hours worked in excess of sixteen (16) consecutive hours.

9.2.3 **Compensatory Time Off.**

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 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. Any accrued compensatory time remaining at the end of one calendar year shall be counted as accrued compensatory time for the following calendar year.

Employees who are assigned standby time 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. Employees who are assigned standby time 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 will be arranged by mutual agreement between the employee and their 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.

- 9.3 Employees shall have a minimum of eight (8) hours rest period between shifts. Employees required to work their regular assigned shift without an eight (8) hour rest period, shall continue to receive pay at the overtime rate for that shift. Any hours over sixteen (16) will be paid at the double time rate.
- 9.3.1 If an employee has worked sixteen (16) hours or more in the twenty-four (24) hour period prior to their next regular shift, the bureau may excuse the employee from all 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 their 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, they shall receive an additional thirty (30) minute lunch period on the City's time for each additional four (4) hour overtime increment. With management approval, an employee may work through lunch and add meal time to the beginning or end of shift.
- 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 designated by management as an Essential Employee and is required to report to work when the Mayor or their designee announces a Citywide closure and directs non-essential employees to stay home, will be compensated with one deferred holiday for every full shift they work during 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

pay.

**Note: The Union seeks to maintain the past practice of allowing employees a reasonable amount of time to get to work during weather related closures without penalty.**

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**10. Reporting Pay and Minimum Pay**

10.1. Any employee who is scheduled to report for work on their regular schedule, and who presents themselves for work as scheduled, but where work is not available, or made available for them, shall be excused from duty and paid at the employee's regular rate for the remainder of their scheduled shift. 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 reporting pay to an employee shall be inapplicable if an employee fails to report at the scheduled starting time or otherwise is unable to perform their normal duties for the full shift.

10.2. When an employee has been scheduled to work overtime outside of their normal working hours that is not immediately preceding or following the employee's shift, the employee will receive a minimum of three (3) hours of overtime pay.

10.3. Any employee called to return to work before the employee's next work shift, and such call is after the employee has completed their last shift, shall be paid for a minimum of three (3) hours at the rate of one and two (2) times their 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.

10.3.1. If an employee is called back to work, either under a call to return to work, a standby agreement or otherwise, and works less than three (3) hours and is called out again within the three (3) hours, they will not receive a second minimum. If an employee is subsequently called back to work after the initial (3) three hours has elapsed, they would then be eligible for an additional (3) three hour minimum.

10.3.2. An employee who has been asked to work overtime at the end of their shift shall receive overtime pay but not call-back pay.

10.3.3. 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.

10.4. Any employee required to work a split shift shall be paid at the rate of time and onehalf (1.5) 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.

10.5. Standby shall be defined as a requirement that an employee remain available and fit for callout, and respond for work as required, during nonworking time. Employees are

responsible for keeping their assigned telecommunications equipment in operation and for complying with their standby work assignment at all times. Failure to comply with the standby work assignments may subject employees to appropriate disciplinary actions.

- 10.5.1 The employee on standby must respond to the initial contact within one-half (1/2) hour unless otherwise mutually agreed. If the employee's presence at the worksite is required, the employee must be able to report for work within a period of one (1) hour, absent unusual circumstances.

The employee will have the option of choosing pay or comp time. If electing comp time, the employee will designate which comp time bank.

10.5.2 **Limited Duration "Standby" Duty**

If the employee is required to standby during their off-duty hours, the employee shall receive one-quarter (0.25) hour of pay at the straight-time rate for each hour of standby. Partial hours will be rounded up to the next whole hour for calculation of standby pay. Regardless of duration, the minimum standby pay shall be two (2) hours at the straight-time rate.

Standby shifts shall be contiguous to the employee's last shift. The duration of the standby shift will be defined prior to the start of the standby shift.

10.5.3 **Year-Round or Continuous Assignments of Weekly "Standby" Duty.**

If an employee is required to "standby" during their off duty hours, the employee shall receive eighteen (18) hours of compensation for one (1) week (seven consecutive days) at the straight-time rate.

The City and Union agree that Continuous or Year Round "Standby" arrangements will only be utilized in work groups that have a year round operational need.

If an employee is required or assigned to "standby" more than twelve (12) weeks in a calendar year they will receive twenty-four (24) hours of compensation for each additional week (seven consecutive days) at the straight time rate, starting on the 13th assigned week of "standby". This does not include employee trades of regular standby assignments.

If an employee is called to respond while on "standby" and is able to provide an appropriate remedy by phone, they will receive a minimum of two (2) hours at the overtime rate.

Upon management approval, if the responding employee needs to contact another member of the bargaining unit by phone to provide additional knowledge, the called employee will receive a minimum of two (2) hours at the overtime rate.

If an employee is subsequently called and provide an additional phone remedy within two (2) hours, they would not be eligible for an additional (2) two hour minimum

This applies to work units currently utilizing weekly continuous standby. Expansion of this language to new work shall be subject to bargaining of a new letter of agreement.

- 10.6 If an employee is called back on an emergency during ice or snow conditions, their overtime will commence at the time they receive 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.

10.7 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.

10.8 Any employee who is required to use their personal automobile in the course of their employment will be paid mileage reimbursement at the applicable IRS rate.

**Intent:** To replace 4 Letters of Agreement of similar language and intent (currently pages 84-85, 93, 115, 152 - additionally the LIUNA Standby Letters on pages 119, 120 and 121) in the CBA with additional language in Article 10.

**Intent:** To ensure uniformity across work groups and reduce the burden of administering multiple and often redundant letters of agreement.

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**11. Working out of classification and Temporary Upgrades**

**Note: The Union accepts the City's proposed language for this Article.**

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**Article X – Professional Development**

**Note: The Union accepts the City's proposed language for this Article.**

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**13. Promotion**

**Note: The Union accepts the City's proposed language for this Article.**

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**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, 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, 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, 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 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, they shall be paid the overtime rate for any holiday they are required to work. However, if an employee is regularly scheduled to work on a

holiday, they will be permitted to defer the holiday with pay until a later date. An employee under this section can accumulate no more than ten (10) 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 fiscal 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 Employees shall not receive holiday pay if the employee is absent on their scheduled work day either immediately preceding or immediately following the holiday, unless they were on pay status for such day before and day after, or unless they have previously applied to their supervisor in writing for permission to be so absent. However, in situations where an employee is unable to procure prior approval for such absence they may submit a written request for holiday pay, stating the reason for their absence to 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, they 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 employees are on sick leave and a holiday is observed, they shall be paid for such holiday and it shall not count against 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.

**NOTE:** "Required" to work under Article 15.2 includes employees who volunteer and are approved to work on a holiday for a work group that is operating on a holiday, or observed holiday.

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**16. Vacations**

All employees shall receive vacations with pay as follows:

16.1 **Vacation Leave Accrual.** Annual vacation leave for employees shall be computed on the basis of time actually served during each calendar year. The rate that annual vacation leave accrues shall depend upon the total amount of service for the City, whether or not such service was broken. Beginning with January 1 of the year in which the employee reaches the following service anniversaries, vacation leave shall accrue at the following rates:

| <b>Anniversary</b> | <b>Accrual Rate Per BiWeekly Period</b> | <b>Equivalent Annual Vacation</b> |
|--------------------|---|-----------------------------------|
| Entry              | 3.08 hours                              | 80 hours                          |
| 2                  | 4.62 hours                              | 120 hours                         |
| 5                  | 5.38 hours                              | 140 hours                         |
| 10                 | 6.15 hours                              | 160 hours                         |
| 15                 | 6.92 hours                              | 180 hours                         |
| 20                 | 7.69 hours                              | 200 hours                         |

16.2 An employee's vacation is deemed earned and shall be credited each payroll period.

16.3 In computing total amount of service as used in 16.1 above:

16.3.1 Includes time taken while on leave of absence with pay or for military or parental leave without pay.

16.3.2 Includes any time under temporary appointment in City service employment, the Exposition Recreation Commission, and the Portland Development Commission.

16.3.3 Includes absence because of an onthejob injury up to one (1) year.

16.3.4 Excludes time in City service for which the employee receives pension benefits.

16.4 Employees shall continue to earn vacation credit for:

16.4.1 A cumulative period of one (1) year because of time lost for each onthejob

injury, provided that the employee returns to work in accordance with Human Resources Administrative Rule (HRAR) 7.08. However, should such onthejob injury result in disability retirement, the employee will be paid for such accrued vacation up to the oneyear maximum accrual.

- 16.4.2 Any authorized leave of absence where an employee continues in paid status.
- 16.4.3 Any authorized personal leave(s) of absence not to exceed a cumulative total of thirty (30) days in any calendar year.
- 16.5 The total number of vacation hours accrued at the end of the first payroll period in January cannot exceed an employee's vacation accrual for the preceding twentyfour (24) month period. Any excess credit at that time will be forfeited. Except, however, if during the Month of December, the City requires an employee to work their vacation period that was previously scheduled and approved, the amount of vacation worked may be carried over in addition to two (2) years' accumulation.
- 16.6 Vacation credits will not be available for use until the employee has completed ninety (90) days of service. Whenever an employee with more than ninety (90) days service is laid off or terminated, their vacation time shall be paid in a lump sum.
- 16.7 **Vacation Scheduling.** Vacation selections shall be by classification on the basis of seniority within the bureau and division thereof in which they are employed.
- 16.8 Each employee will be entitled to exercise their seniority for only one (1) vacation period selection each calendar year.
- 16.9 A bureau and the appropriate union representative(s) may mutually agree to implement an alternative method of approving vacations. The agreement can cover a work unit, a classification, or an entire bureau. Any such agreement will be made in writing and will be copied to the DCTU and the Bureau of Human Resources Director prior to implementation.
- 16.10 The bureau and the union representative(s) involved agree that either party may terminate an agreement created under 16.9 at any time for any reason upon thirty (30) days written notice to the other party. The bureau will then revert to vacation selections established by the bureau under 16.7 and 16.8.
- 16.11 The deadline for management to respond to vacation bidding and ad-hoc requests will be two (2) weeks for annual bidding from the end of the bidding process and three (3) working days for ad-hoc vacation requests.
- 16.12 Employees shall be permitted to choose either a split or entire vacation. Employees shall have the right to determine their vacation times on the basis of seniority as provided in Article 16.7 and 16.8. However, employees must receive prior approval for use of vacation time. Nothing contained within this Article shall be interpreted to prevent an employee from taking one or two day vacations upon reasonable notice and by mutual agreement between the employee and their immediate supervisor.
- 16.13 Once an employee's vacation time has been scheduled, the City shall not cancel such scheduled vacation time unless the needs of the operation so dictate. If the employee feels their scheduled vacation was canceled without good reason, the matter will be subject to the regular grievance procedure. If the City is found to be in violation of this Article, the employee will be paid at time and onehalf (1-1/2) for the time worked during the scheduled vacation, with no loss of accrued vacation time. Furthermore, the City will make every effort to accommodate the employee in

rescheduling the employee's new vacation.

16.14 No allowance shall be made to an employee for sick leave during a period designated in advance for vacation purposes; except upon a determination by the Commissioner in charge, that the injury or illness was of a serious nature. Prompt notification of the injury or illness, and clearance by the person in charge of the employee's payroll unit, shall be made as provided by City policy.

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**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 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), Laborers', Local 483 representing Recreation Employees (Recreation), the Portland Police Commanding Officers Association (PPCOA), AFSCME, Local 189 representing the Portland Housing Bureau (PHB) and Laborers', Local 483 representing Portland City Laborers. The remaining eight (8) members shall be appointed by the City.

17.1.2 A quorum of fourteen (14) 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 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 1<sup>st</sup> 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

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 selfinsured 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 selfinsured 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 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.

17.2.2 **Permanent 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.

**Part-Time Employee City Contribution.** The amount of contributions which the City will make on behalf of permanent parttime employees for medical, dental, vision and life insurance benefits shall be as follows:

**Standard Hours Per Pay Period Percentage of Full-Time Employee Contribution**

|         |      |
|---------|------|
| 40 – 45 | 50%  |
| 46 – 55 | 63%  |
| 56 – 60 | 75%  |
| 61 – 71 | 95%  |
| 72 – 80 | 100% |

The percentage of benefits shall be based on 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.

**NOTE:** We are rejecting the City’s proposed changes to benefits eligibility. The proposed language has nothing to do with the City’s Wellness Initiative, it is a concession that the City is seeking that is completely unnecessary. We want to maintain the current language with a slight change to part-time employee rates to help the ONE employee at PBOT who the City is maintain

at 71 hours to reduce the amount of benefit contribution.

17.3 **City/Employee Contributions**

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, 2019, 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 the employee. Each 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.

**NOTE:** We are rejecting the City's proposal for a High Deductible Health Plan. These plans are designed to be paired with an HSA, which the City is not providing. Without the HSA, this is a dangerous option that may adversely impact younger employees who are likely to choose a short term gain in pay based on a mistaken belief that youth equates health.

17.3.2 **Self-Insured Medical Plan or Kaiser Plan effective Plan Year July 1, 2019.**

Beginning with Benefit Plan year July 1, 2019, 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 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 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.

17.3.3 Beginning with Benefit Plan year July 1, 2019, 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 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 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.

17.3.4 Beginning with Benefit Plan year July 1, 2019, and effective in subsequent plan years, newly hired employees who elect the Self-Insured Medical Plan or the Kaiser Plan will have two (2) full calendar years 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 employee who does not receive a preventive health examination within the first two (2) full calendar years of service.

**NOTE:** We are proposing to start the preventative health examination in 2019 to allow time for employees to prepare. We are still waiting on information pertaining to what the City will consider a preventative health examination.

17.3.5 The City shall accept a note from a health care provider as evidence of undergoing a preventative health care examination. Under no circumstances will an employee be required to sign a Health Insurance Portability and Privacy Act (HIPPA) waiver in order to qualify for the ninety-five percent (95%) health care contribution.

17.3.6 The City shall be fully responsible for any administrative costs that are incurred as a result of healthcare plan administration.

17.3.7 The City shall share all costs, savings, and participation data from the healthcare plan with the Labor Management Benefits Committee.

17.3.8 Notice of the employee's status pertaining qualification for the ninety-five percent (95%) health care contribution shall be provided by July 1st for the following plan year to all employees, and an additional notice shall be provided by October 1st for employees who have not meet the required exam and failed to qualify for the ninety-five percent (95%) health care contribution.

**NOTE:** We are proposing some protections of our member's private medical data, their ability to prove the preventative examination occurred, notice requirements, and ensuring that the financial burden of administration of this program does not result in reduced benefits.

17.3.9 **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

17.3.9.1 Employees may elect to receive the cash payment as cash (subject to withholding) or as a pretax 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

17.3.9.2 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%).

- 17.3.9.3 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 the standard hours schedule.
- 17.3.10 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.

**NOTE:** We are proposing to maintain the more inclusive definition of family negotiated into our CBA.

#### 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, 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 the lesser of one times annual salary rounded to the next higher multiple of \$1,000 or \$50,000 and if greater, shall be such amount as established by the City Council upon the recommendation of the Labor/Management Benefits Committee.

17.6.5 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 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.

**Intent:** The ACA mandates that part-time employees participate in an employer sponsored health plan. We are trying to reduce the financial burden upon these employees.

**DCTU Final Offer and Cost**

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18. **Sick Leave**

...

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.

18.5 If an employee has a balance of five hundred (500) hours or more of sick leave at the end of the calendar year, that employee is eligible to have up to 15 hours sick leave converted to vacation leave. Requests for conversion may be made once per calendar year and must be made during the period between the first pay period and June 30th of the calendar year following the calendar year in which the incentive is earned. Eligibility for part-time employees is pro-rated to their Standard Hours

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**20. Leaves of Absence****20.1 Funeral and Bereavement Leave**

20.1.1 An employee absent from duty by reason of the death of his or her spouse, domestic partner, parents, children, sisters, brothers, grandparents, grandchildren, fatherinlaw, motherinlaw, sisterinlaw, brotherinlaw, daughterinlaw, soninlaw, grandparentsinlaw, step-children, step-brothers, step-sisters, step-parents, step-grandchildren, step-grandparents and the equivalent relatives of an employee with a domestic partner, shall be allowed no more than three (3) days' time off duty without deduction of pay on account of such absence. For the purpose of 20.1 and its subsections, a day is equal to the employee's regularly scheduled work shift.

20.1.2 An additional two (2) days' leave shall be allowed an employee for necessary funeral travel time in the event of a death in the employee's immediate family. Approval for such travel time shall be made by the Bureau Director (or designee).

20.1.3 Under exceptional circumstances leave for death may be granted by the Bureau Director (or designee) upon the death of a person other than the employee's immediate family.

20.1.4 When an employee attends a funeral ceremony for a fellow employee within the same bureau, the employee will be granted four (4) hours' time off with pay to attend such funeral ceremony, subject to the needs of the operation.

**20.2 Other Leaves of Absence**

20.2.1 **Leave Without Pay.** With reasonable advance notice and with the consent of the City, employees shall be permitted a day off without pay; provided, however, that no day off or leave shall be granted for other outside employment. It is further provided that employees may be granted long term leaves of absence for personal sickness or injury that is non jobrelated.

20.2.1.2 After a personal leave of absence of longer than six (6) months for any reason, an employee desiring to return to work must give the City ten (10) days' written notice of their intent to return. However, if a vacancy does not exist at the time such employee decides to return from a leave, the employee shall be placed on the appropriate recall list in accordance with their seniority.

20.2.2 Authorized Union representatives, upon written requests from the Union, shall be given short term leaves of absence (less than thirty (30) days) to transact business for the Union in which they are a represented member. The Union will cooperate with the City by controlling requests for such short term leaves to a maximum of ten (10) employees per Union off at any given time and in a manner which will minimize interference with the City's operations. Employees granted such leave for attending court, Executive Board Meetings, Membership meetings, or conferences, training, and workshops pertaining to collective bargaining, arbitration, and other labor law matters and developments shall be maintained on the payroll with full accrual of wages and benefits and the Union shall reimburse the City for all wage and wage-driven benefits costs associated with these leaves. (Effective with this agreement the rate is 124.76% of the employee's normal hourly wage and includes 16.49% for PERS, 6.2% for SSI, 1.45% for Medicare and .6195% for Tri-Met.) Should the wage-driven benefits costs change, the City will provide written documentation of the change to the Union. Approved and reimbursed union leave shall be treated as time worked and the employee shall not be harmed in any way.

If, however, an employee covered by this Agreement is elected or appointed to an office

in the Union of which they are a represented member which requires a long term leave of absence from the City to represent City of Portland Union members, they shall, upon fifteen (15) calendar days' written notice, be granted a union leave of absence without pay. The duration of the union leave shall be based on the time an employee is elected or appointed to represent City of Portland union members. An employee on union leave that no longer fills the position to which they were elected or appointed, has thirty (30) calendar days in which to notify the City in writing of their desire to return to active City employment and must accept the first available opening offered that they are physically and technically capable of performing within their City classification, or the leave is automatically terminated.

The return to active City employment shall be effected by the employee requesting to have their name placed on the appropriate laid-off list. Any employee placed on the laid-off list is subject to applicable Personnel Rules dated March 17, 1988 and may be certified only for vacant positions represented by the affiliate Union and in which classification status is held. Furthermore, the employee desiring to return from a union leave of absence must demonstrate that they is physically and technically qualified to perform the work of that classification in which they holds status.

There shall be no more than one (1) employee on union leave at any given time from a Union representing less than 500 City employees at the time of leave, and no more than two (2) employees from a Union representing 500 or more City employees at the time of leave. Notwithstanding the foregoing, this section would not preclude employees from attending union conferences at no cost to the City.

20.2.3      **Blood, Stem Cell, Bone Marrow Donation and Physical/Wellness Leave.**  
Subject to the mutual agreement between the City and the employee, a reasonable period will be allowed for the donation of blood and participation in the registry for stem cell and bone marrow transplant on a voluntary basis. If the donation period occurs on City time, it shall not normally exceed two (2) hours. Two (2) hours will also be allowed annually to complete a physical/wellness visit with a health care provider.

20.2.4      **Civil Service Board.** Where the employee cannot arrange alternative schedules with the Bureau of Human Resources, the employee will be allowed to take Civil Service examinations without loss of regular pay for the duration of the time spent in the examination.

20.2.5      **Military Leave.** Military leave shall be provided to employees in accordance with ORS Chapter 408. Employees shall notify their supervisor in writing of their scheduled military leave dates as soon as they have been notified. The employee shall provide the bureau with copies of their orders when they receive them from the military.

**DCTU Final Offer and Cost  
Summary**

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**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 exofficio 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 managers or supervisors in a maintenance or construction operation shall hold a safety meeting with their crews. The manager or supervisor will report on the action or disposition of any recommendations or complaints of the safety committee that would have an effect on the employees.

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 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 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 their driving privileges must report their driving status to 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 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 nondriving 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 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

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 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 their next certification cycle without lapse or loss, or with a lapse or loss of not more than thirty (30) days, 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 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 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 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 Drug or Alcohol Use.**

An employee may be tested for alcohol and drugs whenever there is reasonable suspicion to believe that the employee has reported to work under the influence of alcohol or prohibited drug use that impairs the employee's ability to perform the employee's job. Reasonable suspicion will be based upon the totality of the circumstances including, but not limited to, specific, concurrent, articulable observations concerning the employee's behavior and symptoms, made by a supervisor or manager who has received reasonable suspicion training. 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. A second supervisor or manager who has received reasonable suspicion training will act as a second witness. Employees may be subject to discipline up to and including discharge for refusing to submit to a drug and alcohol test when there is reasonable suspicion.

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 457.005, 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. a 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 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.

**NOTE: The Union is not waiving any Weingarten Rights by contractual provision with this proposal.**

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**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 reclassifying any DCTU represented position, proposing a new classification in a DCTU represented series, or abolishing any 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 fourteen (14) calendar days to attempt to resolve the matter by mutual agreement.

**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

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 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 employer shall "pick-up" the 6% employee contribution to PERS or OPSRP as permitted by ORS 238.205(5)(a) and ORS 238A.330. The parties acknowledge that the 6% payment is inapplicable to employees who are not PERS or OPSRP members due to insufficient service. If for any reason the 6% payment shall become no longer legally available for deposit into the Individual Account Program (ORS 238A.300-238A.415), the employer shall on the first payroll period following the effective date of the change increase the wages of any affected employees by 6%. The employer shall take action and make an election to treat any required employee contribution of 6% of wages to PERS or OPSRP as "picked up" by the employer for the limited purpose of Section 414(h)(2) of the Internal Revenue Code and any related federal or state tax provisions. For all other purposes, the contribution shall be considered to have been made by the employee, and payment by the employee of the 6% contribution through payroll deduction shall be mandatory for each employee who is a member of PERS or OPSRP. The taxable wages of employees on their W-2 forms for federal or state income tax purposes will not include the contribution to PERS or OPSRP.

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.

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**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, the City shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:

28.1.1.1 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 Where this process is utilized, the employee and City shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.

28.1.1.3 If there is no mutual agreement at the end of the thirty (30) calendar day period, the City shall implement the repayment schedule stated in sub (4) below.

28.1.1.4 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 check.

28.1.2 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.

28.1.3 The 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.

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**29. Tools**

- 29.1 Employees shall furnish replacement of tools lost, worn or broken on the job. The City will continue to provide replacement in accordance with present practices for tools that are stolen, provided the employee files a police report.
- 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 allowance of \$1000 per year. Such payment will be made on the second paycheck in the fiscal year or the second paycheck following ninety (90) days if service. Classifications eligible for the reimbursement allowance:

- Auto Body Restorer (Job ID 30000125)
- Motorcycle 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)

- 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 may review each employee’s tool inventory once every two (2) years beginning January 1, 2014. The City will provide the digital camera for this purpose. .

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**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 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 their 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 ninety (90) days if service. A temporary employee, as defined in Article 1 shall be paid for safety shoes under this Article after six (6) continuous

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

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.

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.

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**Schedule "A" COLA**

**YEAR ONE - Effective July 1, 2017**, Schedule "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 2017, to June 30, 2018 are to be increased by one hundred (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 2015 and the 2nd Half 2016) 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 2.2% effective July 1, 2017.

Effective July 1, 2017 Schedule "A" wage rates for classifications that are not receiving a selective increase (listed in Attachment 1) will be increased by two percent (2%) in addition to the COLA.

**YEAR TWO - Effective July 1, 2018**, Schedule "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 2018 to June 30, 2019 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 2016 and the 2nd Half 2017) 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 two percent (2%) or greater than four percent (4.0%).

Effective July 1, 2018 Schedule "A" wage rates will be increased by two percent (2%) in addition to the COLA.

**YEAR THREE - Effective July 1, 2019**, Schedule "A" wage rates will be revised as follows: Salary rates for classifications in Schedule "A" for the period July 1, 2019 to June 30, 2020 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 2017 and the 2nd Half 2018) 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 two percent (2%) or greater than four percent (4.0%).

Effective July 1, 2019 Schedule "A" wage rates will be increased by two percent (2%) in

addition to the COLA.

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**Schedule "A" Premiums**

Effective July 1, 2017 through June 30, 2020

1. Premiums described in paragraphs 2 a-d, 3 a-d, 4 a-b, 5, and 6 shall not be pyramided.
2.
  - a.
3. Employee's will be paid a premium under the following work situations,
  - a. A four percent (4%) of the employee's base wage, for a minimum of four (4) hours to any employee other than a 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.

Any employee who is required to work over forty-five (45) 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. Any employee who is required to work over forty-five (45) 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. The appropriate pay for employees working over 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. A four percent (4%) of the employee's base wage, for a minimum of four (4) hours to 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.
  - d. A four percent (4%) of the employee's base wage, for a minimum of four (4) hours to any employee operating a jackhammer.
  - e. A four percent (4%) of the employee's base wage, for a minimum of four (4) hours to e
4. The City will pay a premium of 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) engaged in work inside a permit required confined space as defined by OSHA; or

- 2) connecting chlorine cylinders or responding to liquid chlorine alarms; or,
  - 3) 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
  - 4) receiving bulk shipments of chemicals; or
  - 5) performing maintenance and repair on piping and systems that can contain potentially hazardous chemicals.
5. The City will pay a premium of eight percent (8%) added to the employees base wage for
- employees in the Electrician, Electrical Inspector, and related classifications, not including Facilities Maintenance Technician, Facilities Maintenance Technician Apprentice, and Facilities Maintenance Technician Lead, working on or inspecting energized electrical equipment with an Arc Flash rating of category two (2) or higher as described in the National Fire Protection Agency (NFPA) 70E Standard.
6. Vehicle Service employees when assigned repair work outside of the employees designated shop for more than one half (1/2) hour , excluding jump starts, shall be paid a premium of five percent (5%) for all time so assigned. The above premium will also apply to General Mechanics, and Vehicle and Equipment Mechanics.
7. In the event the City places the responsibility for planning work flow, assigning work, monitoring work, scheduling employee(s), or is otherwise held responsible for the work performance of one (1) or more employee(s) it will pay such employee the lead rate (5%). 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 for a minimum of four (4) hours, eight (8) hours if assigned to such duties over four (4) hours in a work day.
  - b. Assignment to lead duties is temporary and employees do not acquire status or rights to such assignment.
8. Building Inspectors, Electrical Inspectors, and Plumbing Inspectors shall receive a premium of two percent (2%) added to the base wage, for each additional one and two family inspection certifications they obtain and to begin to use in the Residential Inspections Section of the Bureau of Development Services.
0. Building Inspectors shall receive a premium of two percent (2%) added to the base wage, 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.
10. Building Inspectors 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.
11. 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. Water Treatment Operator IIs who obtain certification as a Water Treatment Level 3 Operator shall receive a premium of three percent (3%) added to the employee’s base wage.
  - b. Employees in the classification of Water Treatment Operator II are required to have and maintain certification as a Water Treatment Level 2 Operator. Water Treatment

Operator IIs who obtain certification as a Water Treatment Level 4 Operator shall receive a premium of four percent (4%) added to the employee's base wage.

- c. Employees in the classification of Water Treatment Operator Lead are required to have and maintain certification as a Water Treatment Level 3 Operator. Water Treatment Operator Leads who obtain certification as a Water Treatment Level 4 Operator shall receive a premium of four percent (4%) added to the employee's base wage.
- d. Employees are responsible for completing the required Continuing Education Units (CEUs) to maintain their certifications.

#### 12. 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 two percent (2%) added to the employee's base wage. Certification pay for Water Distribution Level 3 Operator shall be three percent (3%) added to the employee's base wage. Certification pay for Water Distribution Level 4 Operator shall be four percent (4%) added to the employee's base wage.
- 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 two percent (2%) added to the employee's base wage. Certification pay for Water Distribution Level 3 Operator shall be three percent (3%) added to the employee's base wage. Certification pay for Water Distribution Level 4 Operator shall be four percent (4%) added to the employee's base wage.
- 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 three percent (3%) added to the employee's base wage. Certification pay for Water Distribution Level 4 Operator shall be four percent (4%) added to the employee's base wage.
- d. Employees are responsible for completing the required Continuing Education Units (CEUs) to maintain their certifications.

#### 13. 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 three percent (3%) added to the employee's base wage. Certification pay for Water Distribution Level 4 Operator shall be four percent (4%) added to the employee's base wage. Certification pay for Water Treatment Level 2 Operator shall be two percent (2%) added to the employee's base wage. Certification pay for Water Treatment Level 3 Operator shall be three percent (3%) added to the employee's base wage. Certification pay for Water Treatment Level 4 Operator shall be four percent (4%) added to the employee's base wage.
- 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 three percent (3%) added to the employee's base wage. Certification pay for Water Distribution Level 4 Operator shall be four percent (4%) added to the employee's base wage. Certification pay for Water Treatment Level 3 Operator shall be three percent (3%) added to the employee's base wage. Certification pay for Water Treatment Level 4 Operator shall be four percent (4%) added to the employee's base wage.

- 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.
14. 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.
15. National Institute for Automotive Excellence (NIASE) Certification:
- a. Employees in the Classification of Auto Body Restorer who possess valid Collision Repair/Refinishing Technician Certification(s), issued by the NIASE, shall receive one and one half percent (1.5%) per certification, added to the employees base wage.
  - 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 valid Medium/Heavy Duty Truck Technician Certification(s) issued by the NIASE and possess valid Emergency Vehicle Test F-1 through F-6 certificate(s) shall receive one and one half percent (1.5%) per certification, added to the employees base wage. 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 valid Heavy Duty Truck Technician Certificate or who possess valid Automobile Technician Certificate, issued by the NIASE, shall receive one and one half percent (1.5%) per certification added to the employees base wage.
  - d. Premiums in sections (a) through (c) above may be cumulative up to a total of twelve percent (12%).
  - d. 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.
16. Employees in the classification of Vehicle and Equipment Mechanic and who are assigned to the position of SCBA (Self Contained Breathing Apparatus) technician shall be paid a premium of five percent (5%) added to the employee's base wage.

**Note: We propose adding the Chief Electrical and Chief Plumbing Inspector to Schedule A at 5% above the Senior Electrical Inspector and Senior Plumbing Inspector.**

17. The City shall pay employees who work for the Bureau of Development Services in the Building Inspector IIs, Electrical Inspectors, Plumbing Inspectors, and Combination Inspectors classifications a certification premium of two percent (2%) added to the base wage, when they obtain and begin to use 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.

18. 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 two percent (2%) added to the base wage for each additional Residential Structural Inspector, Residential Electrical Inspector, Residential Plumbing Inspector, or Residential Mechanical Inspector certifications they obtain and begin to use.
  
19. Office Support Specialists, Police Desk Clerks, Police Records Specialists, Police Records Training Coordinators and Police Administrative Support Specialists shall receive the following premiums:
  - a. Office Support Specialist Is, Police Desk Clerks that become certified or otherwise demonstrate proficiency at the intermediate level in Microsoft Word, Microsoft Excel, Microsoft Power Point, and/or Access will have one percent (1%) added to the employee's base wage for each area of expertise.
  - b. Office Support Specialist Is, Office Support Specialist IIs, Police Desk Clerks, Police Records Specialists and Police Administrative Support Specialists that become certified or otherwise demonstrate proficiency at the advanced level in Microsoft Word, Microsoft Excel, Microsoft Power Point, and/or Access will have two percent (2%) added to the employee's base wage for each area of expertise.
  - c. Office Support Specialist Is, Office Support Specialist IIs, Office Support Specialist IIIs, Police Desk Clerks, Police Records Specialists, Police Records Training Coordinators, Police Administrative Support Specialists and Senior Police Administrative Support Specialists that become certified or otherwise demonstrate proficiency at the master or developer level in Microsoft Word, Microsoft Excel, Microsoft Power Point, and/or Access will have three percent (3%) added to the employee's base wage for each area of expertise.
  
20. Police Identification Technicians who acquire a Tenprint Fingerprint Certification from the International Association of Identification will receive certification pay of five percent (5%) added to the employees base wage.
  
21. Police Records Specialists having successfully completed Records Finish training will receive a premium of 5% added to the employee's base wage.
  
22. Employees who are directed to translate to and from English to another language (including sign language), or are directed to provide customer service in a language other than English (including sign language) will receive a premium of five percent (5%) added to the employee's base wage. The proficiency level for interpretation and translation skills will be assigned by management, provided that no employee will be required to utilize their bilingual skills without receiving this premium.
  
23. 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.

**Attachment 1 Other Wage Increases**

|  | <b>Current Agreement</b> |  | <b>Proposed as of 7/1/17 (before COLA)</b> |
|--|--------------------------|--|--|
|--|--------------------------|--|--|

|   | Entry | 6 Mos. | 1 Year | 2 Year | 3 Year | 4 Year | Increase | Entry | 6 Mos. | 1 Year | 2 Year | 3 Year | 4 Year |
|---|-------|--------|--------|--------|--------|--------|----------|-------|--------|--------|--------|--------|--------|
| Accountant I                              | 20.19 | 21.99  | 24.45  | 26.15  | 28.19  | 29.03  | 4%       | 21.00 | 22.87  | 25.43  | 27.20  | 29.32  | 30.19  |
| Accountant II                             | 26.40 | 28.70  | 29.89  | 31.15  | 32.26  | 33.24  | 4%       | 27.46 | 29.85  | 31.09  | 32.40  | 33.55  | 34.57  |
| Building Inspector I                      | 29.03 | 30.49  | 32.00  | 33.59  |        |        | *        | 32.42 | 34.04  | 35.69  | 37.50  |        |        |
| Building Inspector II                     | 33.20 | 34.86  | 36.55  | 38.40  |        |        | 5%       | 34.86 | 36.60  | 38.38  | 40.32  |        |        |
| Building Inspector, Sr                    | 37.26 | 39.14  | 41.10  | 43.12  |        |        | 5%       | 39.12 | 41.10  | 43.16  | 45.28  |        |        |
| Building Inspector/Plans Examiner Trnee   | 16.31 | 17.12  | 17.98  | 18.86  |        |        | 5%       | 17.13 | 17.98  | 18.88  | 19.80  |        |        |
| Carpenter                                 | 27.31 | 29.66  | 30.55  |        |        |        | 3%       | 28.13 | 30.55  | 31.47  |        |        |        |
| Claims Technician                         | 22.06 | 23.96  | 25.39  | 26.78  | 28.37  | 29.24  | 10%      | 24.27 | 26.36  | 27.93  | 29.46  | 31.21  | 32.16  |
| Claims Technician, Assistant              | 17.12 | 19.66  | 20.62  | 22.08  | 23.97  | 24.68  | 10%      | 18.83 | 21.63  | 22.68  | 24.29  | 26.37  | 27.15  |
| Code Specialist I                         | 17.11 | 18.60  | 19.80  | 20.96  | 22.11  | 22.77  | 10%      | 18.82 | 20.46  | 21.78  | 23.06  | 24.32  | 25.05  |
| Code Specialist II                        | 22.46 | 24.39  | 25.79  | 27.09  | 28.88  | 29.74  | 10%      | 24.71 | 26.83  | 28.37  | 29.80  | 31.77  | 32.71  |
| Code Specialist III                       | 24.21 | 26.31  | 27.72  | 29.17  | 30.83  | 31.75  | 10%      | 26.63 | 28.94  | 30.49  | 32.09  | 33.91  | 34.93  |
| Code Specialist, Lead                     | 24.21 | 26.31  | 27.72  | 29.17  | 30.83  | 31.75  | 10%      | 26.63 | 28.94  | 30.49  | 32.09  | 33.91  | 34.93  |
| Code Specialist, Trainee                  | 16.31 |        |        |        |        |        | 10%      | 17.94 |        |        |        |        |        |
| Combination Inspector                     | 35.40 | 37.20  | 39.02  | 41.02  |        |        | 5%       | 37.17 | 39.06  | 40.97  | 43.07  |        |        |
| Electrical Inspector                      | 33.20 | 34.86  | 36.55  | 38.40  |        |        | 5%       | 34.86 | 36.60  | 38.38  | 40.32  |        |        |
| Electrical Inspector, Sr                  | 37.26 | 39.14  | 41.10  | 43.12  |        |        | 5%       | 39.12 | 41.10  | 43.16  | 45.28  |        |        |
| Electronics Technician I: Communications  | 25.38 | 28.88  | 30.82  |        |        |        | 5%       | 26.65 | 30.32  | 32.36  |        |        |        |
| Electronics Technician II: Commun         | 29.72 | 33.79  | 36.03  |        |        |        | 5%       | 31.21 | 35.48  | 37.83  |        |        |        |
| Facilities Maintenance Technician         | 29.82 | 32.21  | 33.18  |        |        |        | 5%       | 31.31 | 33.82  | 34.84  |        |        |        |
| Facilities Maintenance Technician, Lead   | 30.07 | 33.68  | 34.69  |        |        |        | 5%       | 31.57 | 35.36  | 36.42  |        |        |        |
| Housing Inspector                         | 25.27 | 27.50  | 28.87  | 30.35  | 31.99  |        | ~        | 30.68 | 32.21  | 33.77  | 35.48  |        |        |
| Housing Inspector, Sr                     | 33.35 | 35.02  | 36.74  | 38.60  |        |        |          | 34.43 | 36.17  | 37.98  | 39.84  |        |        |
| Industrial Painter                        | 27.31 | 29.66  | 30.55  |        |        |        | 3%       | 28.13 | 30.55  | 31.47  |        |        |        |
| Industrial Painter, Lead                  | 28.64 | 31.13  | 32.07  |        |        |        | 3%       | 29.50 | 32.06  | 33.03  |        |        |        |
| Lighting & Signal Inspector               | 34.99 | 36.75  | 38.57  | 40.49  |        |        | 5%       | 36.74 | 38.59  | 40.50  | 42.51  |        |        |
| Operating Engineer I                      | 24.83 | 26.00  |        |        |        |        | 5%       | 26.07 | 27.30  |        |        |        |        |
| Operating Engineer II                     | 25.05 | 27.23  | 28.75  | 30.51  | 32.37  |        | 5%       | 26.30 | 28.59  | 30.19  | 32.04  | 33.99  |        |
| Operating Engineer III                    | 26.31 | 28.61  | 30.18  | 32.06  | 34.01  |        | 5%       | 27.63 | 30.04  | 31.69  | 33.66  | 35.71  |        |
| Parking Code Enforcement Officer          | 20.28 | 21.93  | 23.26  | 24.47  | 25.88  | 26.64  | **       | 24.71 | 26.83  | 28.37  | 29.80  | 31.77  | 32.71  |
| Parking Code Enfrcmnt Ofcr-Abandnd Auto   | 18.13 | 19.72  | 21.01  | 22.21  | 23.44  | 24.14  | **       | 22.48 | 24.41  | 25.82  | 27.12  | 28.91  | 29.77  |
| Plans Examiner, Commercial                | 34.74 | 36.46  | 38.28  | 40.22  |        |        | 5%       | 36.48 | 38.28  | 40.19  | 42.23  |        |        |
| Plans Examiner, Residential               | 28.58 | 30.00  | 31.50  | 33.07  |        |        | 5%       | 30.01 | 31.50  | 33.08  | 34.72  |        |        |
| Plans Examiner, Sr                        | 37.75 | 39.62  | 41.65  | 43.70  |        |        | 5%       | 39.64 | 41.60  | 43.73  | 45.89  |        |        |
| Plumber                                   | 30.18 | 32.83  | 33.79  |        |        |        | 5%       | 31.69 | 34.47  | 35.48  |        |        |        |
| Plumbing Inspector                        | 33.20 | 34.86  | 36.55  | 38.40  |        |        | 5%       | 34.86 | 36.60  | 38.38  | 40.32  |        |        |
| Plumbing Inspector, Sr                    | 37.26 | 39.14  | 41.10  | 43.12  |        |        | 5%       | 39.12 | 41.10  | 43.16  | 45.28  |        |        |
| Police Administrative Support Spec, Lead  | 21.40 | 23.26  | 24.56  | 25.82  | 27.53  | 28.36  | ***      | 27.37 | 28.25  | 30.04  | 31.02  | 32.49  | 33.48  |
| Police Administrative Support Spec, Sr    | 21.40 | 23.26  | 24.56  | 25.82  | 27.53  | 28.36  | ***      | 27.37 | 28.25  | 30.04  | 31.02  | 32.49  | 33.48  |
| Police Administrative Support Spec, Trnee | 15.15 | 15.58  |        |        |        |        | ***      | 19.38 | 20.60  |        |        |        |        |
| Police Administrative Support Specialist  | 16.73 | 19.15  | 20.08  | 21.49  | 23.33  | 24.02  | ***      | 21.40 | 23.26  | 24.56  | 25.82  | 27.53  | 28.36  |
| Police Desk Clerk                         | 15.15 | 17.06  | 18.01  | 19.30  | 20.65  | 21.27  | ***      | 18.95 | 20.72  | 22.03  | 23.19  | 24.37  | 25.11  |
| Police Records Specialist                 | 16.73 | 19.15  | 20.08  | 21.49  | 23.33  | 24.02  | ***      | 21.40 | 23.26  | 24.56  | 25.82  | 27.53  | 28.36  |
| Police Records Specialist, Trainee        | 15.15 | 15.58  |        |        |        |        | ***      | 19.38 | 20.60  |        |        |        |        |

|   |            |       |       |       |       |       |      |       |       |       |       |       |       |
|---|------------|-------|-------|-------|-------|-------|------|-------|-------|-------|-------|-------|-------|
| Police Records Training Coordinator       | 21.40      | 23.26 | 24.56 | 25.82 | 27.53 | 28.36 | ***  | 27.37 | 28.25 | 30.04 | 31.02 | 32.49 | 33.48 |
| Procurement Specialist                    | 25.23      | 27.40 | 29.37 | 30.83 | 31.75 |       | 10%  | 27.75 | 30.14 | 32.31 | 33.91 | 34.93 |       |
| Procurement Specialist, Assistant         | 21.07      | 22.89 | 24.45 | 25.70 | 26.46 |       | 10%  | 23.18 | 25.18 | 26.90 | 28.27 | 29.11 |       |
| Procurement Specialist, Sr                | 29.71      | 32.29 | 34.99 | 37.67 | 38.80 |       | 10%  | 32.68 | 35.52 | 38.49 | 41.44 | 42.68 |       |
| Regulatory Program Administrator          | 32.29      | 34.53 | 36.91 | 38.77 | 39.94 |       | 10%  | 35.52 | 37.98 | 40.60 | 42.65 | 43.93 |       |
| Regulatory Program Specialist             | 22.46      | 24.39 | 25.79 | 27.09 | 28.88 | 29.74 | 10%  | 24.71 | 26.83 | 28.37 | 29.80 | 31.77 | 32.71 |
| Revenue & Taxation Specialist I           | 17.95      | 20.08 | 21.49 | 23.33 | 24.02 |       | 10%  | 19.75 | 22.09 | 23.64 | 25.66 | 26.42 |       |
| Revenue & Taxation Specialist II          | 21.49      | 23.33 | 24.39 | 25.79 | 26.54 |       | 10%  | 23.64 | 25.66 | 26.83 | 28.37 | 29.19 |       |
| Revenue & Taxation Specialist III         | 22.46      | 24.39 | 25.79 | 27.09 | 28.88 | 29.74 | 10%  | 24.71 | 26.83 | 28.37 | 29.80 | 31.77 | 32.71 |
| Revenue & Taxation Specialist IV          | 24.39      | 25.79 | 27.09 | 28.88 | 30.81 | 31.72 | 10%  | 26.83 | 28.37 | 29.80 | 31.77 | 33.89 | 34.89 |
| Revenue & Taxation Specialist Lead        | 25.63      | 27.07 | 28.45 | 30.34 | 32.34 | 33.32 | 10%  | 28.19 | 29.78 | 31.30 | 33.37 | 35.57 | 36.65 |
| Revenue & Taxation Specialist V           | 26.31      | 27.72 | 29.17 | 30.83 | 33.09 | 34.09 | 10%  | 28.94 | 30.49 | 32.09 | 33.91 | 36.40 | 37.50 |
| Sign Inspector                            | 31.32      | 32.89 | 34.49 | 36.25 |       |       | 5%   | 32.89 | 34.53 | 36.21 | 38.06 |       |       |
| Site Development Inspector I              | 29.03      | 30.49 | 32.00 | 33.59 |       |       | 5%   | 30.48 | 32.01 | 33.60 | 35.27 |       |       |
| Site Development Inspector II             | 33.20      | 34.86 | 36.55 | 38.40 |       |       | 5%   | 34.86 | 36.60 | 38.38 | 40.32 |       |       |
| Site Development Inspector, Sr            | 37.26      | 39.14 | 41.10 | 43.12 |       |       | 5%   | 39.12 | 41.10 | 43.16 | 45.28 |       |       |
| Structural Inspector                      | 33.20      | 34.86 | 36.55 | 38.40 |       |       | 5%   | 34.86 | 36.60 | 38.38 | 40.32 |       |       |
| Structural Inspector, Trainee             | 29.03      | 30.49 | 32.00 | 33.59 |       |       | 5%   | 30.48 | 32.01 | 33.60 | 35.27 |       |       |
| Timekeeping Specialist                    | 17.98      | 20.58 | 21.58 | 23.10 | 25.08 | 25.84 | 2%   | 18.34 | 20.99 | 22.01 | 23.56 | 25.58 | 26.36 |
| Water Operations Mechanic                 | 27.61      | 30.10 | 30.56 | 31.02 |       |       | 5%   | 28.99 | 31.61 | 32.09 | 32.57 |       |       |
| Water Quality Inspector I                 | 25.05      | 27.23 | 28.75 | 30.51 | 32.37 |       |      |       |       |       |       |       |       |
| Water Quality Inspector II                | 26.31      | 28.61 | 30.18 | 32.06 | 34.01 |       |      |       |       |       |       |       |       |
| Water Quality Inspector III               | 27.61      | 30.05 | 31.71 | 33.65 | 35.68 |       |      |       |       |       |       |       |       |
| Water Security Specialist                 | 23.26      | 24.13 | 25.01 |       |       |       | **** | 23.53 | 24.70 | 25.95 |       |       |       |
| Water Security Specialist, Lead           | 24.42      | 25.34 | 26.24 |       |       |       | **** | 24.42 | 25.34 | 26.24 |       |       |       |
| Water Treatment Operator I                | 24.83      | 26.00 |       |       |       |       | 5%   | 26.07 | 27.30 |       |       |       |       |
| Water Treatment Operator II               | 26.31      | 28.61 | 30.18 | 32.06 | 34.01 |       | 5%   | 27.63 | 30.04 | 31.69 | 33.66 | 35.71 |       |
| Water Treatment Operator, Lead            | 27.61      | 30.05 | 31.71 | 33.65 | 35.68 |       | 5%   | 28.99 | 31.55 | 33.30 | 35.33 | 37.46 |       |
| Electrician                               | 34.17      | 36.88 |       |       |       |       | 5%   | 35.88 | 38.72 |       |       |       |       |
| Electrician, Lead                         | 35.87      | 38.72 |       |       |       |       | 5%   | 37.66 | 40.66 |       |       |       |       |
| Electrician, Sr                           | 35.87      | 38.72 |       |       |       |       | 5%   | 37.66 | 40.66 |       |       |       |       |
| Electrician, Supervising                  | 37.67      | 40.66 |       |       |       |       | 5%   | 39.55 | 42.69 |       |       |       |       |
| Electrician/Instrument Tech, Apprentice   | See Note#6 |       |       |       |       |       | 5%   |       |       |       |       |       |       |
| Electrician/Instrument Technician         | 35.21      | 38.00 |       |       |       |       | 5%   | 36.97 | 39.90 |       |       |       |       |
| Electrician/Instrument Technician, Lead   | 36.97      | 39.90 |       |       |       |       | 5%   | 38.82 | 41.90 |       |       |       |       |
| Electronics Technician I: Communications  | 25.38      | 28.88 | 30.82 |       |       |       | 5%   | 26.65 | 30.32 | 32.36 |       |       |       |
| Electronics Technician II: Commun         | 29.72      | 33.79 | 36.03 |       |       |       | 5%   | 31.21 | 35.48 | 37.83 |       |       |       |
| Electronics Technician I: Traffic Signal  | 25.38      | 28.88 | 30.82 |       |       |       | 5%   | 26.65 | 30.32 | 32.36 |       |       |       |
| Electronics Technician II: Traffic Signal | 29.72      | 33.79 | 36.03 |       |       |       | 5%   | 31.21 | 35.48 | 37.83 |       |       |       |

|   |       |       |       |  |  |  |  |    |       |       |       |  |  |  |
|---|-------|-------|-------|--|--|--|--|----|-------|-------|-------|--|--|--|
| Instrument Technician   | 34.17 | 36.88 |       |  |  |  |  | 5% | 35.88 | 38.72 |       |  |  |  |
| Instrument Technician, Lead   | 35.87 | 38.72 |       |  |  |  |  | 5% | 37.66 | 40.66 |       |  |  |  |
| Communications Switch Technician  | 29.72 | 33.79 | 36.03 |  |  |  |  | 5% | 31.21 | 35.48 | 37.83 |  |  |  |
| *Increase Building Inspector I class to 93% of Building Inspector II      |       |       |       |  |  |  |  |    |       |       |       |  |  |  |
| ~Increase Housing Inspector Class to 88% of Building Inspector II         |       |       |       |  |  |  |  |    |       |       |       |  |  |  |
| **Increase Parking Enforcement to same rate as Code Specialist II         |       |       |       |  |  |  |  |    |       |       |       |  |  |  |
| ***Increase Police Records Specialist to same rate as Records Specialists |       |       |       |  |  |  |  |    |       |       |       |  |  |  |
| ***Increase all other classifications in the series similarly             |       |       |       |  |  |  |  |    |       |       |       |  |  |  |
| ****Increase Water Security Specialist to same rate as Park Rangers       |       |       |       |  |  |  |  |    |       |       |       |  |  |  |

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**DCTU Final Offer and Cost**

**Summary**

10/4/17

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**Police Administrative Support Specialist Series**

We propose the following separate from the financial package of the DCTU under the Ruling in ERB Case UP-006-16. Our proposal is to significantly increase the wages based on the following:

We believe there is a staffing issue. Employees in this classification have routinely been denied eligibility for the Voluntary Retirement Incentive Program based on staffing levels. Turnover remains high and finding qualified candidates to fill vacancies remains a problem.

The classification is compensated at a rate that is lower than most comparable agencies, which is even more troubling given the pay equity issues in the Police Bureau. The City of Portland has one of the largest disparities between Police Lieutenant and Police Records Specialists.

Finally, it is our position that the complexities of the Police Records Specialist Classification have developed over the years in a manner consistent with and similar to the Records Specialist Classification: the move to Regional Justice Information Network (RegJIN) Records Management Systems (RMS), the training of other jurisdictions in use of RegJIN, and the increase in video records. Add to these the mandatory background check, LEDS Certification requirements and the required knowledge of the Police Bureau and policing in general for all classifications in the PASS Series and we're looking at a largely underpaid group compared to other, much smaller, law enforcement jurisdictions.

Based on all of the above, we propose that the Salary of the Police Records Specialist be increased to match the Salary of the Records Specialist, and the other classifications in the series be increased similarly as follows:

**Effective 7/1/2015**

|   |          |          |          |          |          |          |
|---|----------|----------|----------|----------|----------|----------|
| Police Administrative Support Spec, Lead  | \$ 23.26 | \$ 24.56 | \$ 25.82 | \$ 27.53 | \$ 28.36 | \$ 29.66 |
| Police Administrative Support Spec, Sr    | \$ 23.26 | \$ 24.56 | \$ 25.82 | \$ 27.53 | \$ 28.36 | \$ 29.66 |
| Police Administrative Support Spec, Trnee | \$ 15.58 | \$ 16.31 |          |          |          |          |
| Police Administrative Support Specialist  | \$ 19.15 | \$ 20.08 | \$ 21.49 | \$ 23.33 | \$ 24.02 | \$ 25.97 |
| Police Desk Clerk                         | \$ 17.00 | \$ 18.04 | \$ 19.00 | \$ 20.05 | \$ 21.07 | \$ 22.00 |

|                                     |          |          |          |          |          |          |
|-------------------------------------|----------|----------|----------|----------|----------|----------|
| Police Desk Clerk                   | \$ 17.06 | \$ 18.01 | \$ 19.30 | \$ 20.65 | \$ 21.27 | \$ 23.26 |
| Police Records Specialist           | \$ 19.15 | \$ 20.08 | \$ 21.49 | \$ 23.33 | \$ 24.02 | \$ 25.97 |
| Police Records Specialist, Trainee  | \$ 15.58 | \$ 16.31 |          |          |          |          |
| Police Records Training Coordinator | \$ 23.26 | \$ 24.56 | \$ 25.82 | \$ 27.53 | \$ 28.36 | \$ 29.66 |

**Effective 7/1/2017 – Increase by 4.2%**

|   |          |          |          |          |          |          |
|---|----------|----------|----------|----------|----------|----------|
| Police Administrative Support Spec, Lead  | \$ 24.24 | \$ 25.59 | \$ 26.90 | \$ 28.69 | \$ 29.55 | \$ 30.91 |
| Police Administrative Support Spec, Sr    | \$ 24.24 | \$ 25.59 | \$ 26.90 | \$ 28.69 | \$ 29.55 | \$ 30.91 |
| Police Administrative Support Spec, Trnee | \$ 16.23 | \$ 17.00 |          |          |          |          |
| Police Administrative Support Specialist  | \$ 19.95 | \$ 20.92 | \$ 22.39 | \$ 24.31 | \$ 25.03 | \$ 27.06 |
| Police Desk Clerk                         | \$ 17.78 | \$ 18.77 | \$ 20.11 | \$ 21.52 | \$ 22.16 | \$ 24.24 |
| Police Records Specialist                 | \$ 19.95 | \$ 20.92 | \$ 22.39 | \$ 24.31 | \$ 25.03 | \$ 27.06 |
| Police Records Specialist, Trainee        | \$ 16.23 | \$ 17.00 |          |          |          |          |
| Police Records Training Coordinator       | \$ 24.24 | \$ 25.59 | \$ 26.90 | \$ 28.69 | \$ 29.55 | \$ 30.91 |

**Effective 1/1/18 – Increase by 8.3%**

|   |          |          |          |          |          |          |
|---|----------|----------|----------|----------|----------|----------|
| Police Administrative Support Spec, Lead  | \$ 27.37 | \$ 28.25 | \$ 30.04 | \$ 31.02 | \$ 32.49 | \$ 33.48 |
| Police Administrative Support Spec, Sr    | \$ 27.37 | \$ 28.25 | \$ 30.04 | \$ 31.02 | \$ 32.49 | \$ 33.48 |
| Police Administrative Support Spec, Trnee | \$ 19.38 | \$ 21.06 |          |          |          |          |
| Police Administrative Support Specialist  | \$ 21.40 | \$ 23.26 | \$ 24.56 | \$ 25.82 | \$ 27.53 | \$ 28.36 |
| Police Desk Clerk                         | \$ 18.95 | \$ 20.72 | \$ 22.03 | \$ 23.19 | \$ 24.37 | \$ 25.11 |
| Police Records Specialist                 | \$ 21.40 | \$ 23.26 | \$ 24.56 | \$ 25.82 | \$ 27.53 | \$ 28.36 |
| Police Records Specialist, Trainee        | \$ 19.38 | \$ 21.06 |          |          |          |          |
| Police Records Training Coordinator       | \$ 27.37 | \$ 28.25 | \$ 30.04 | \$ 31.02 | \$ 32.49 | \$ 33.48 |

**Effective 7/1/18 – Increase all Classifications within the PASS Series by COLA + Additional 2% (as described in the DCTU Proposal)**

**Effective 1/1/19 – Increase all Classifications within the PASS Series by 4.2%**

**DCTU Final Offer and Cost  
Summary  
10/4/17**

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**Schedule “A”**

Effective July 1, 2017 through June 30, 2020

| Job #    | Job Title             | Entry | 6 Month | 1 Year | 2 Year | 3 Year | 4 Year |
|----------|-----------------------|-------|---------|--------|--------|--------|--------|
| 3000062  | Accountant I          |       |         |        |        |        |        |
| 3000063  | Accountant II         |       |         |        |        |        |        |
| 3000064  | Accountant III        |       |         |        |        |        |        |
| 3000061  | Accounting Technician |       |         |        |        |        |        |
| 30001737 | Arborist I            |       |         |        |        |        |        |
| 30001738 | Arborist II           |       |         |        |        |        |        |
| 30000248 | Arborist III          |       |         |        |        |        |        |
| 30001739 | Arborist IV           |       |         |        |        |        |        |
| 30000090 | Asphalt Raker         |       |         |        |        |        |        |
| 30000125 | Auto Body Restorer    |       |         |        |        |        |        |

|          |   |            |  |  |  |  |  |
|----------|---|------------|--|--|--|--|--|
| 30000125 | Auto Body Restorer                          |            |  |  |  |  |  |
| 30000096 | Auto Servicer                               |            |  |  |  |  |  |
| 30000102 | Automotive Equip Oper II: Sewer Vacuum      |            |  |  |  |  |  |
| 30000103 | Automotive Equip Oper II: Street Sweeper    |            |  |  |  |  |  |
| 30000104 | Automotive Equip Oper II: Tractor-Trailr    |            |  |  |  |  |  |
| 30000101 | Automotive Equipment Oper I                 |            |  |  |  |  |  |
| 30000175 | Building Inspector I                        |            |  |  |  |  |  |
| 30000173 | Building Inspector II                       |            |  |  |  |  |  |
| 30000174 | Building Inspector, Sr                      |            |  |  |  |  |  |
| 30000176 | Building Inspector/Plans Examiner Trnee     |            |  |  |  |  |  |
| 30001583 | Bus Driver                                  |            |  |  |  |  |  |
| 30000110 | Carpenter                                   |            |  |  |  |  |  |
| 30000111 | Carpenter Lead                              |            |  |  |  |  |  |
| 30000109 | Carpenter, Apprentice                       | See Note#2 |  |  |  |  |  |
| 30000066 | Claims Technician                           |            |  |  |  |  |  |
| 30000065 | Claims Technician, Assistant                |            |  |  |  |  |  |
| 30000183 | Code Specialist I                           |            |  |  |  |  |  |
| 30000184 | Code Specialist II                          |            |  |  |  |  |  |
| 30000186 | Code Specialist III                         |            |  |  |  |  |  |
| 30000187 | Code Specialist, Lead                       |            |  |  |  |  |  |
| 30000182 | Code Specialist, Trainee                    |            |  |  |  |  |  |
| 30001809 | Collection System Investigator              |            |  |  |  |  |  |
| 30001808 | Collection System Video Inspector           |            |  |  |  |  |  |
| 30000170 | Combination Inspector                       |            |  |  |  |  |  |
| 30000238 | Communications Switch Technician            |            |  |  |  |  |  |
| 30000107 | Concrete Finisher                           |            |  |  |  |  |  |
| 30000106 | Concrete Finisher, Apprentice               |            |  |  |  |  |  |
| 30000108 | Concrete Finisher, Lead                     |            |  |  |  |  |  |
| 30000105 | Construction Equipment Operator             |            |  |  |  |  |  |
| 30000309 | Crime Prevention Program Administrator      |            |  |  |  |  |  |
| 30000308 | Crime Prevention Rep                        |            |  |  |  |  |  |
| 30000017 | Customer Accounts Specialist I              |            |  |  |  |  |  |
| 30000018 | Customer Accounts Specialist II             |            |  |  |  |  |  |
| 30000041 | Distribution Technician                     |            |  |  |  |  |  |
| 30000042 | Distribution Technician, Lead               |            |  |  |  |  |  |
| 30000168 | Electrical Inspector                        |            |  |  |  |  |  |
| 30000169 | Electrical Inspector, Sr                    |            |  |  |  |  |  |
|          | Electrical Inspector, Chief                 |            |  |  |  |  |  |
| 30000116 | Electrician                                 |            |  |  |  |  |  |
| 30000117 | Electrician, Lead                           |            |  |  |  |  |  |
| 30000118 | Electrician, Sr                             |            |  |  |  |  |  |
| 30000119 | Electrician, Supervising                    |            |  |  |  |  |  |
| 30000120 | Electrician/Instrument Tech, Apprentice     |            |  |  |  |  |  |
| 30000121 | Electrician/Instrument Technician           |            |  |  |  |  |  |
| 30001458 | Electrician/Instrument Technician, Lead     |            |  |  |  |  |  |
| 30000045 | Electronic Pre-Press Operator               |            |  |  |  |  |  |
| 30000046 | Electronic Pre-Press Operator, Lead         |            |  |  |  |  |  |
| 30000234 | Electronics Technician I: Communications    |            |  |  |  |  |  |
| 30000235 | Electronics Technician I:Traffic Signal     |            |  |  |  |  |  |
| 30000236 | Electronics Technician II: Commun           |            |  |  |  |  |  |
| 30000237 | Electronics Technician II:Traffic Signal    |            |  |  |  |  |  |
| 30000835 | Emerg Commun Support Specialist             |            |  |  |  |  |  |
| 30000095 | Environmental Systems Crew Leader           |            |  |  |  |  |  |
| 30000094 | Environmental Systems Maintenance Tech      |            |  |  |  |  |  |
| 30000079 | Equestrian Trainer                          |            |  |  |  |  |  |
| 30000050 | Evidence Control Specialist                 |            |  |  |  |  |  |
| 30000051 | Evidence Control Specialist, Lead           |            |  |  |  |  |  |
|          | Facilities Maintenance Dispatcher/Scheduler |            |  |  |  |  |  |
| 30000070 | Facilities Maintenance Tech Apprentice      |            |  |  |  |  |  |
| 30000071 | Facilities Maintenance Technician           |            |  |  |  |  |  |

|          |   |  |  |  |  |  |  |
|----------|---|--|--|--|--|--|--|
| 30000072 | Facilities Maintenance Technician, Lead   |  |  |  |  |  |  |
| 30000127 | General Mechanic                          |  |  |  |  |  |  |
| 30000128 | General Mechanic Lead                     |  |  |  |  |  |  |
| 30000085 | Greenskeeper I                            |  |  |  |  |  |  |
| 30000086 | Greenskeeper II                           |  |  |  |  |  |  |
| 30000087 | Greenskeeper III                          |  |  |  |  |  |  |
| 30000028 | Hearings Clerk                            |  |  |  |  |  |  |
| 30000249 | High Climber, Lead                        |  |  |  |  |  |  |
| 30000247 | High Climber, Trainee                     |  |  |  |  |  |  |
| 30000252 | Horticulturist                            |  |  |  |  |  |  |
| 30000251 | Horticulturist, Apprentice                |  |  |  |  |  |  |
| 30000253 | Horticulturist, Lead                      |  |  |  |  |  |  |
| 30000171 | Housing Inspector                         |  |  |  |  |  |  |
| 30000172 | Housing Inspector, Sr                     |  |  |  |  |  |  |
| 30000126 | Industrial Machinist                      |  |  |  |  |  |  |
| 30000157 | Industrial Maintenance Millwright         |  |  |  |  |  |  |
| 30000155 | Industrial Maintenance Millwright, Appr   |  |  |  |  |  |  |
| 30000158 | Industrial Maintenance Millwright, Lead   |  |  |  |  |  |  |
| 30000156 | Industrial Maintenance Millwright, Trnee  |  |  |  |  |  |  |
| 30000114 | Industrial Painter                        |  |  |  |  |  |  |
| 30000115 | Industrial Painter, Lead                  |  |  |  |  |  |  |
| 30000016 | Information & Referral Specialist         |  |  |  |  |  |  |
| 30000239 | Instrument Technician                     |  |  |  |  |  |  |
| 30000240 | Instrument Technician, Lead               |  |  |  |  |  |  |
| 30000241 | Laboratory Analyst I                      |  |  |  |  |  |  |
| 30001283 | Laboratory Analyst II                     |  |  |  |  |  |  |
| 30001284 | Laboratory Analytical Specialist          |  |  |  |  |  |  |
| 30001285 | Laboratory Coordinator                    |  |  |  |  |  |  |
| 30000166 | Lighting & Signal Inspector               |  |  |  |  |  |  |
| 30000098 | Maintenance Mechanic                      |  |  |  |  |  |  |
| 30000073 | Maintenance Worker                        |  |  |  |  |  |  |
| 30000129 | Motorcycle Mechanic                       |  |  |  |  |  |  |
| 30000011 | Office Support Specialist I               |  |  |  |  |  |  |
| 30000012 | Office Support Specialist II              |  |  |  |  |  |  |
| 30000013 | Office Support Specialist III             |  |  |  |  |  |  |
| 30000014 | Office Support Specialist, Lead           |  |  |  |  |  |  |
| 30000152 | Operating Engineer I                      |  |  |  |  |  |  |
| 30000153 | Operating Engineer II                     |  |  |  |  |  |  |
| 30000154 | Operating Engineer III                    |  |  |  |  |  |  |
| 30000112 | Painter                                   |  |  |  |  |  |  |
| 30000113 | Painter, Lead                             |  |  |  |  |  |  |
| 30000185 | Parking Code Enforcement Officer          |  |  |  |  |  |  |
| 30001158 | Parking Code Enfrcmnt Ofcr-Abandnd Auto   |  |  |  |  |  |  |
| 30000188 | Parking Collection Technician             |  |  |  |  |  |  |
| 30000099 | Parking Pay Station Technician            |  |  |  |  |  |  |
| 30000100 | Parking Pay Station Technician, Lead      |  |  |  |  |  |  |
| 30000084 | Parks Maintenance Crew Leader             |  |  |  |  |  |  |
| 30000081 | Parks Technician                          |  |  |  |  |  |  |
| 30000082 | Parks Technician, Lead                    |  |  |  |  |  |  |
| 30000231 | Plans Examiner, Commercial                |  |  |  |  |  |  |
| 30000230 | Plans Examiner, Residential               |  |  |  |  |  |  |
| 30000232 | Plans Examiner, Sr                        |  |  |  |  |  |  |
| 30001159 | Plumber                                   |  |  |  |  |  |  |
| 30000164 | Plumbing Inspector                        |  |  |  |  |  |  |
| 30000165 | Plumbing Inspector, Sr                    |  |  |  |  |  |  |
|          | Plumbing Inspector, Chief                 |  |  |  |  |  |  |
| 30000026 | Police Administrative Support Spec, Lead  |  |  |  |  |  |  |
| 30000025 | Police Administrative Support Spec, Sr    |  |  |  |  |  |  |
| 30000023 | Police Administrative Support Spec, Trnee |  |  |  |  |  |  |
| 30000024 | Police Administrative Support Specialist  |  |  |  |  |  |  |
| 30000022 | Police Desk Clerk                         |  |  |  |  |  |  |

|          |   |  |  |  |  |  |  |
|----------|---|--|--|--|--|--|--|
| 3000022  | Office Desk Clerk                         |  |  |  |  |  |  |
| 30000304 | Police Identification Technician          |  |  |  |  |  |  |
| 30000305 | Police Identification Technician, Lead    |  |  |  |  |  |  |
| 30000303 | Police Identification Technician, Trnee   |  |  |  |  |  |  |
| 30000097 | Police Impound Technician                 |  |  |  |  |  |  |
| 30000027 | Police Information & Referral Specialist  |  |  |  |  |  |  |
| 30000310 | Police Investigative Accountant           |  |  |  |  |  |  |
| 30000306 | Police Photographic Reproduction Spec     |  |  |  |  |  |  |
| 30000020 | Police Records Specialist                 |  |  |  |  |  |  |
| 30000019 | Police Records Specialist, Trainee        |  |  |  |  |  |  |
| 30000021 | Police Records Training Coordinator       |  |  |  |  |  |  |
| 30000044 | Printing & Distrib Custmr Svc Rep, Lead   |  |  |  |  |  |  |
| 30000043 | Printing & Distrib Customer Svc Rep       |  |  |  |  |  |  |
| 30000040 | Printing & Distrib Technician, Asst       |  |  |  |  |  |  |
| 30000059 | Procurement Specialist                    |  |  |  |  |  |  |
| 30000058 | Procurement Specialist, Assistant         |  |  |  |  |  |  |
| 30000060 | Procurement Specialist, Sr                |  |  |  |  |  |  |
| 30000093 | Public Works Crew Leader                  |  |  |  |  |  |  |
| 30000228 | Public Works Inspector                    |  |  |  |  |  |  |
| 30000229 | Public Works Inspector, Sr                |  |  |  |  |  |  |
| 30000227 | Public Works Inspector, Trainee           |  |  |  |  |  |  |
| 30000828 | Records Specialist                        |  |  |  |  |  |  |
| 30000190 | Regulatory Program Administrator          |  |  |  |  |  |  |
| 30000189 | Regulatory Program Specialist             |  |  |  |  |  |  |
| 30000047 | Reprographic Operator I                   |  |  |  |  |  |  |
| 30000048 | Reprographic Operator II                  |  |  |  |  |  |  |
| 30000049 | Reprographic Operator III                 |  |  |  |  |  |  |
| 30000191 | Revenue & Taxation Specialist I           |  |  |  |  |  |  |
| 30000192 | Revenue & Taxation Specialist II          |  |  |  |  |  |  |
| 30000193 | Revenue & Taxation Specialist III         |  |  |  |  |  |  |
| 30000194 | Revenue & Taxation Specialist IV          |  |  |  |  |  |  |
| 30000195 | Revenue & Taxation Specialist Lead        |  |  |  |  |  |  |
| 30000196 | Revenue & Taxation Specialist V           |  |  |  |  |  |  |
| 30000029 | Service Dispatcher                        |  |  |  |  |  |  |
| 30000030 | Service Dispatcher, Lead                  |  |  |  |  |  |  |
| 30000197 | Sidewalk Inspector                        |  |  |  |  |  |  |
| 30000167 | Sign Inspector                            |  |  |  |  |  |  |
| 30000089 | Sign Maker                                |  |  |  |  |  |  |
| 30000088 | Sign Maker, Apprentice                    |  |  |  |  |  |  |
| 30000177 | Site Development Inspector I              |  |  |  |  |  |  |
| 30000179 | Site Development Inspector II             |  |  |  |  |  |  |
| 30000178 | Site Development Inspector, Sr            |  |  |  |  |  |  |
| 30002133 | Site Operations Crew Leader               |  |  |  |  |  |  |
| 30000083 | Stable Attendant                          |  |  |  |  |  |  |
| 30000053 | Storekeeper/Acquisition Specialist I      |  |  |  |  |  |  |
| 30000054 | Storekeeper/Acquisition Specialist II     |  |  |  |  |  |  |
| 30000056 | Storekeeper/Acquisition Specialist III    |  |  |  |  |  |  |
| 30000055 | Storekeeper/Acquisition II:Auto Part Spec |  |  |  |  |  |  |
| 30000057 | Storekeeper/Acquisition Specialist, Lead  |  |  |  |  |  |  |
| 30000091 | Street Maintenance Crew Leader            |  |  |  |  |  |  |
| 30001609 | Striper Operator                          |  |  |  |  |  |  |
| 30000181 | Structural Inspector                      |  |  |  |  |  |  |
| 30000180 | Structural Inspector, Trainee             |  |  |  |  |  |  |
| 30001079 | Survey Project Support Tech               |  |  |  |  |  |  |
| 30000223 | Surveying Aide I                          |  |  |  |  |  |  |
| 30000224 | Surveying Aide II                         |  |  |  |  |  |  |
| 30000225 | Surveyor I                                |  |  |  |  |  |  |
| 30000226 | Surveyor II                               |  |  |  |  |  |  |
| 30001558 | Timekeeping Specialist                    |  |  |  |  |  |  |
| 30000092 | Traffic Crew Leader                       |  |  |  |  |  |  |
| 30000250 | Tree Inspector                            |  |  |  |  |  |  |
| 30000080 | Turf Maintenance Technician               |  |  |  |  |  |  |

|          |                                       |  |  |  |  |  |  |  |
|----------|---------------------------------------|--|--|--|--|--|--|--|
| 30000000 | Facilities Maintenance Technician     |  |  |  |  |  |  |  |
| 30000076 | Utility Worker I                      |  |  |  |  |  |  |  |
| 30000077 | Utility Worker II                     |  |  |  |  |  |  |  |
| 30000075 | Utility Worker II, Apprentice         |  |  |  |  |  |  |  |
| 30000131 | Vehicle & Equipment Mechanic          |  |  |  |  |  |  |  |
| 30000132 | Vehicle & Equipment Mechanic, Lead    |  |  |  |  |  |  |  |
| 30000130 | Vehicle & Equipment Mechanic, Trainee |  |  |  |  |  |  |  |
| 30000163 | Wastewater Operations Specialist      |  |  |  |  |  |  |  |
| 30000160 | Wastewater Operator I                 |  |  |  |  |  |  |  |
| 30000161 | Wastewater Operator II                |  |  |  |  |  |  |  |
| 30000162 | Wastewater Operator, Lead             |  |  |  |  |  |  |  |
| 30000159 | Wastewater Operator, Trainee          |  |  |  |  |  |  |  |
| 30000133 | Water Meter Reader I                  |  |  |  |  |  |  |  |
| 30000134 | Water Meter Reader II                 |  |  |  |  |  |  |  |
| 30000142 | Water Meter Technician I              |  |  |  |  |  |  |  |
| 30000143 | Water Meter Technician II             |  |  |  |  |  |  |  |
| 30000145 | Water Operations Mechanic             |  |  |  |  |  |  |  |
| 30000144 | Water Operations Mechanic, Apprentice |  |  |  |  |  |  |  |
| 30000139 | Water Quality Inspector I             |  |  |  |  |  |  |  |
| 30000140 | Water Quality Inspector II            |  |  |  |  |  |  |  |
| 30000141 | Water Quality Inspector III           |  |  |  |  |  |  |  |
| 30000138 | Water Security Specialist             |  |  |  |  |  |  |  |
| 30000137 | Water Security Specialist, Lead       |  |  |  |  |  |  |  |
| 30000135 | Water Service Inspector I             |  |  |  |  |  |  |  |
| 30000136 | Water Service Inspector II            |  |  |  |  |  |  |  |
| 30000146 | Water Treatment Operator I            |  |  |  |  |  |  |  |
| 30000147 | Water Treatment Operator II           |  |  |  |  |  |  |  |
| 30000148 | Water Treatment Operator, Lead        |  |  |  |  |  |  |  |
| 30000078 | Water Utility Worker, Sr              |  |  |  |  |  |  |  |
| 30000149 | Watershed Specialist I                |  |  |  |  |  |  |  |
| 30000151 | Watershed Specialist II               |  |  |  |  |  |  |  |
| 30001308 | Watershed Specialist III              |  |  |  |  |  |  |  |
| 30000123 | Welder                                |  |  |  |  |  |  |  |
| 30000122 | Welder, Apprentice                    |  |  |  |  |  |  |  |
| 30000124 | Welder, Lead                          |  |  |  |  |  |  |  |

**Note # 1: Utility Worker II, Apprentice**

Entry To 5 Months = 70% Of Utility Worker II Rate (Top Step)  
 6 Months To 11 Months = 77.5% Of Utility Worker II Rate (Top Step)  
 12 Months To 17 Months = 85% Of Utility Worker II Rate (Top Step)  
 18 Months To 23 Months = 92.5% Of Utility Worker II Rate (Top Step)  
 Advancement to journey rate is upon completion of the program and when approved by the TAC.

**Note # 2: Carpenter, Apprentice**

Entry To 5 Months = 60% Of Carpenter Rate (Top Step)  
 6 Months To 11 Months = 65% Of Carpenter Rate (Top Step)  
 12 Months To 17 Months = 70% Of Carpenter Rate (Top Step)  
 18 Months To 23 Months = 75% Of Carpenter Rate (Top Step)  
 24 Months To 29 Months = 80% Of Carpenter Rate (Top Step)  
 30 Months To 35 Months = 85% Of Carpenter Rate (Top Step)  
 36 Months To 41 Months = 90% Of Carpenter Rate (Top Step)  
 42 Months To 47 Months = 95% Of Carpenter Rate (Top Step)  
 Advancement to journey rate is upon completion of the program and when approved by the TAC.

**Note # 3: Facilities Maintenance Tech Apprentice**

Entry To 5 Months = 60% Of Facilities Maintenance Technician Rate (Top Step)  
 6 Months To 11 Months = 65% Of Facilities Maintenance Technician Rate (Top Step)  
 12 Months To 17 Months = 70% Of Facilities Maintenance Technician Rate (Top Step)  
 18 Months To 23 Months = 75% Of Facilities Maintenance Technician Rate (Top Step)  
 24 Months To 29 Months = 80% Of Facilities Maintenance Technician Rate (Top Step)  
 30 Months To 35 Months = 85% Of Facilities Maintenance Technician Rate (Top Step)  
 36 Months To 41 Months = 90% Of Facilities Maintenance Technician Rate (Top Step)

42 Months To 47 Months = 95% Of Facilities Maintenance Technician Rate (Top Step)

Advancement to journey rate is upon completion of the program and when approved by the TAC or by a State approved oversight body such as BOLI.

**Note # 4: Industrial Maintenance Millwright, Apprentice**

Entry To 5 Months = 60% Of Industrial Maintenance Millwright Rate (Top Step)

6 Months To 11 Months = 65% Of Industrial Maintenance Millwright Rate (Top Step)

12 Months To 17 Months = 70% Of Industrial Maintenance Millwright Rate (Top Step)

18 Months To 23 Months = 75% Of Industrial Maintenance Millwright Rate (Top Step)

24 Months To 29 Months = 80% Of Industrial Maintenance Millwright Rate (Top Step)

30 Months To 35 Months = 85% Of Industrial Maintenance Millwright Rate (Top Step)

36 Months To 41 Months = 90% Of Industrial Maintenance Millwright Rate (Top Step)

42 Months To 47 Months = 95% Of Industrial Maintenance Millwright Rate (Top Step)

Advancement to journey rate is upon completion of the program and when approved by the TAC or by a State approved oversight body such as BOLI.

**Note # 5: Water Operations Mechanic, Apprentice**

Entry To 5 Months = 70% Of Water Operations Mechanic Rate (One Year Step)

6 Months To 11 Months = 75% Of Water Operations Mechanic Rate (One Year Step)

12 Months To 17 Months = 80% Of Water Operations Mechanic Rate (One Year Step)

18 Months To 23 Months = 85% Of Water Operations Mechanic Rate (One Year Step)

24 Months To 29 Months = 90% Of Water Operations Mechanic Rate (One Year Step)

30 Months To 35 Months = 95% Of Water Operations Mechanic Rate (One Year Step)

Advancement to journey rate is upon completion of the program and when approved by the TAC.

**Note # 6: Electrician/Instrument Tech, Apprentice**

Entry To 5 Months = 60% Of Electrician/Instrument Technician Rate (Top Step)

6 Months To 11 Months = 65% Of Electrician/Instrument Technician Rate (Top Step)

12 Months To 17 Months = 70% Of Electrician/Instrument Technician Rate (Top Step)

18 Months To 23 Months = 75% Of Electrician/Instrument Technician Rate (Top Step)

24 Months To 29 Months = 80% Of Electrician/Instrument Technician Rate (Top Step)

30 Months To 35 Months = 85% Of Electrician/Instrument Technician Rate (Top Step)

36 Months To 41 Months = 90% Of Electrician/Instrument Technician Rate (Top Step)

42 Months To 47 Months = Top Step Of Instrument Technician Rate

## Attachment 2

### CITY OF PORTLAND GENERAL EMPLOYEES DRUG AND ALCOHOL POLICY

#### 1) GENERAL

The City of Portland recognizes illegal drug use and excessive use of legal drugs and alcohol as a threat to the public welfare and the health, safety and productivity of the employees of the City.

The City of Portland has a strong commitment to its employees to provide a safe work environment and promotes high standards of employee fitness. Consistent with the intent of this commitment, the City established this policy regarding drug and alcohol abuse. The City's goal is to establish and maintain a work environment that is free from the effects of drug and alcohol abuse.

While the City of Portland has no intention of interfering with the private lives of its employees, the City expects its employees to report to work in a condition to perform their duties in a safe, effective and efficient manner.

It is the goal of this policy to prevent substance abuse and rehabilitate rather than terminate the employment of workers.

**However, all persons covered by this policy should be aware that violations of the policy will result in discipline, up to and including termination, or in not being hired.**

#### 2) COVERED EMPLOYEES

This policy covers all City of Portland employees in the classified service, excluding sworn members of the Portland Fire and Portland Police bureaus who are covered by separate bureau level drug and alcohol policies, and also covers applicants for certain classified positions.

The policy, with the exception of section I and J, also covers all temporary and seasonal employees outside the classified service.

### **3) DEFINITIONS**

- a) For the purpose of this policy “Managers and Supervisors” shall refer to all Nonrepresented Supervisory employees and Police Captains and Lieutenants.
- b) The “City” is the City of Portland and its Bureaus.
- c) The “Bureau” is the particular City bureau in which the employee involved works.
- d) A “Prescription medication” is a medication for which an employee has a valid prescription from a qualified physician.
- e) As used in this policy, are all illegal drugs.

### **RULES**

- f) No employee shall:
  - i) Unlawfully manufacture, distribute, dispense, possess or use a controlled substance in the workplace;
  - ii) Report for duty under the influence of alcohol or drugs;
  - iii) Absent him/herself from duty or be unfit to fully perform duties for reasons attributable to, or produced by, indulgence in alcohol, drugs, or the excessive or other improper use of prescription medications.
  - iiii) Bring or cause to be brought onto City property any alcohol or drugs;
  - v) Use any prescription or nonprescription medications which may interfere with the safe and effective performance of duties or operation of City equipment or vehicles, without notifying his or her supervisor prior to beginning work or operating the equipment or vehicle.
  - vi) Refuse to respond to questions.
  - vii) Refuse to allow a search of all areas and property in which the City maintains joint control with the employee or full control including any City Vehicle.
- g) While on duty, operating a City vehicle (on or off duty) or wearing a City uniform, no employee shall:
  - i) Have the odor of alcohol or drugs on their breath;
  - ii) Use alcohol or drugs;
  - iii) Have their ability to work impaired as a result of the use of alcohol or drugs;
  - iiii) Possess alcohol or drugs;
  - v) Provide, manufacture, deliver, transfer, offer, or sell alcohol or drugs to any other employee or to any person while on duty;
- h) In the event there is a question regarding an employee's ability to work safely and effectively while using prescription or nonprescription medications, clearance from a qualified physician will be

using prescription or nonprescription medications, clearance from a qualified physician will be required. The City will continue to retain the right to make the final determination of the fitness of an employee to perform work.

#### **4) SEARCHES**

##### **a) AREAS AND PROPERTY IN WHICH THE CITY MAINTAINS JOINT CONTROL OR FULL CONTROL**

i) The City reserves the right to search, without employee consent, all areas and property in which the City maintains joint control or full control. All City vehicles, equipment, offices, desks and lockers are subject to search by management. Searches which are undertaken specifically to investigate violations of this policy shall be conducted in the presence of the employee if practical. If the employee is not available, or if the employee so requests, a reasonable time will be allowed for the Representative to be present before a search is made. The limitations on the City's right to examine City property contained in this paragraph does not apply to property used jointly by more than one (1) employee.

ii) **Managers and supervisors shall not physically search employees.**

##### **b) AREAS AND PROPERTY NOT JOINTLY CONTROLLED OR FULLY CONTROLLED BY THE CITY**

i) The manager or supervisor shall first ask the employee to consent to a search of the area where the manager or supervisor believes there is evidence of violation of this policy.

ii) For represented employees, the manager or supervisor shall contact a Union representative and they shall jointly ask the employee to consent to a search of the area where the manager or supervisor believes there is evidence of a violation of this policy. The Union representative will encourage the employee to comply with the request.

#### **5) RESPONSIBILITIES OF EMPLOYEES**

a) An employee must:

i) Comply with the rules set out in section D above.

ii) Notify the supervisor, before beginning work, when taking any prescription or non-prescription medications which may interfere with the safe and effective performance of duties or operation of City equipment.

iii) If the employee has any question regarding whether the use of a particular prescription or nonprescription medication is allowed by this policy, consult with the supervisor for approval. (Note: This policy is not intended to prohibit the safe and legal use of prescription and nonprescription medications.)

iiii) Provide, as soon as possible and no later than within 48 hours of a request, proof of a valid prescription for any medication identified by the employee as the cause of the behavior. The prescription must be in the employee's name.

v) Notify the Bureau of any felony drug arrest or conviction.

vi) Notify the Bureau of any drug conviction for acts occurring on City premises or on duty.

#### **6) RESPONSIBILITIES OF BUREAUS**

a) Notify and provide a copy of this policy to all current and future covered employees.

b) Provide training on the implementation of this policy's procedures to all Managers and Supervisors within the bureau who supervise covered employees.

c) Provide ongoing administration and enforcement of this policy.

## **7) RESPONSIBILITIES OF MANAGEMENT**

- a) Managers and supervisors are responsible for consistent enforcement of this policy. Any supervisor who knowingly permits a violation of this policy by employees under their direct supervision shall be subject to disciplinary action.
- b) Investigate any question which arises about an employee's fitness to work due to use of prescription or nonprescription medications.
- c) Investigate any employee who appears to be in violation of this policy.
- d) If management conducts an investigatory interview regarding a possible violation of this policy, employees shall be advised of their right to have either an available Union representative (if any) or another employee present during the interview.

**8) EMPLOYEE ASSISTANCE.** The City has established an Employee Assistance Program (EAP) to assist employees with the full range of personal issues including alcohol and drug abuse problems. The EAP provider can evaluate an employee's case and determine the appropriate level and type of treatment, if any.

- a) Employees are encouraged to voluntarily seek professional assistance for alcohol and drug abuse with or without contacting management.
- b) Employees are encouraged to utilize chemical dependency programs offered under benefit plans.
- c) A manager or supervisor who has reason to believe that an employee may have a drug or alcohol problem which is affecting the employee's work performance, can suggest that the employee go to the City's EAP provider for an assessment. Participation in the assessment is not mandatory.
- d) Contact between the employee and the EAP provider shall be confidential between the employee and the EAP provider unless otherwise authorized by the employee.
- e) A referral to the City's EAP program is separate from any disciplinary action which may result from the employee's violation of this policy and does not increase the employee's EAP benefits.

## **10) DISCIPLINE**

Disciplinary processes for represented employees shall be carried out in accordance with the applicable collective bargaining agreement and the Human Resources Administrative Rules. Disciplinary processes for nonrepresented employees shall be carried out in accordance with Personnel Rules. Violation of this policy shall be grounds for discipline, up to and including discharge.

## **11) TESTING FOR USE OF ALCOHOL OR DRUGS**

- a) Employees.
  - i) Employees may be tested pursuant to the terms of an agreement between an employee, the employee's Union representative (if any), and the bureau which is designed to address the employee's substance abuse and work behavior problems. (Example: Last Chance Agreement which suspends Disciplinary Proceedings pending successful completion of a program.)
  - ii) A last chance agreement shall only remain in force for a period not to exceed eighteen (18) months following the employees first date of return to work.
- b) Applicants.
  - i) Applicants for positions covered by this policy may be tested for drug usage as part of the physical examination process.
  - ii) Testing of applicants for an examination will occur at the request of a Bureau Manager and concurrence of the Risk Manager, Human Resources Director and City Attorney.

iii) Factors to consider when determining which examinations will have pre-employment testing shall be:

- (1) Working with or operation of vehicles or other machinery.
- (2) Public safety related work.
- (3) Work with children.
- (4) Work around hazardous areas and/or hazardous materials.

c) Testing Procedure.

- i) All drug and alcohol testing will be performed by a laboratory or laboratories selected by the City and certified by the State for drug and alcohol testing.
- ii) The laboratory or laboratories shall retain a sample for re-testing for a minimum of six (6) months.

d) Results of Pre-employment Drug Analysis.

- i) A positive result from a drug and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drugs and/or alcohol could affect requisite job standards, duties, or responsibilities.
- ii) If a drug screen is positive at the pre-employment physical, the applicant must provide as soon as possible but no later than within 48 hours of request bona fide verification of a valid prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the prescription medication is one that is likely to impair the applicant's ability to perform essential job functions, the applicant will not be hired.
- iii) A positive result for an applicant who is presently a City employee will be forwarded to the employee's Supervisor for investigation.

e) Confidentiality.

Laboratory reports or test results shall appear in an employee's or applicant's confidential medical file. The reports or test results may be disclosed to City management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without patient consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and employee or applicant; (3) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

**DRUG ABUSE PANEL**

**POSITIVE/NEGATIVE CUTOFFS**

| <b>Initial test analyte</b>   | <b>Initial test cutoff concentration</b> | <b>Confirmatory test analyte</b> | <b>Confirmatory test cutoff concentration</b> |
|-------------------------------|--|----------------------------------|---|
| Marijuana metabolites         | 50 ng/mL                                 | THCA1                            | 15 ng/mL.                                     |
| Cocaine metabolites           | 150 ng/mL                                | Benzoylcegonine                  | 100 ng/mL.                                    |
| Opiate metabolites            |  |                                  |   |
| Codeine/Morphine <sup>2</sup> | 2000 ng/mL                               | Codeine                          | 2000 ng/mL.                                   |
| Morphine                      |  | 2000 ng/mL.                      |   |
| 6-Acetylmorphine              | 10 ng/mL                                 | 6-Acetylmorphine                 | 10 ng/mL.                                     |
| Phencyclidine                 | 25 ng/mL                                 | Phencyclidine                    | 25 ng/mL.                                     |
| Amphetamines <sup>3</sup>     |  |                                  |   |

|                  |           |             |            |
|------------------|-----------|-------------|------------|
| AMP/MAMP4        | 500 ng/mL | Amphetamine | 250 ng/mL. |
| Methamphetamine5 |           | 250 ng/mL.  |            |
| MDMA6            | 500 ng/mL | MDMA        | 250 ng/mL. |
| MDA7             |           | 250 ng/mL.  |            |
| MDEA8            |           | 250 ng/mL   |            |

**DCTU Final Offer and Cost**

**Summary**

10/4/17

TA: \_\_\_\_\_ COP

TA: \_\_\_\_\_ DCTU

TA: \_\_\_\_\_ DCTU

**NOTE: Union proposes maintaining all letters of agreement as is, unless deleted or modified herein, below:**

April 30,  
2014

Transportation

June 29, 2005

Water

**LETTER OF AGREEMENT**

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Bureau of Water Works (Bureau) and AFSCME Local 189 (Union) on behalf of the employees in the Water Security Specialist classification (Employees).

**AGREEMENT**

This Letter of Agreement authorizes the following alternative work schedules for Water Security Specialists.

1. The alternative schedule described as a bi-weekly rotation including three (3) twelve (12) hour work days, one (1) eight (8) hour work day, three (3) days off, three (3) twelve (12) hour work days, and four (4) days off.

2. For FLSA purposes, the workweek for an employee with the work schedule described in section number one (1) shall begin at the midpoint of the eight (8) hour day.
3. The alternative schedule described as a workweek consisting of four (4) consecutive ten (10) hour days and three (3) consecutive days off.
4. Either party may terminate this Letter of Agreement at any time for any reason upon thirty (30) days written notice to the other party. The employees will revert to a shift schedule established by the Bureau under Article 7.1.
5. When transitioning to new shifts and schedules following the implementation of this Letter of Agreement or by the termination of the schedule as provided for in No. 5, the City may not be able to schedule all employees for 40 hours in a workweek or two (2) consecutive days off in order to begin the new shift configuration. The City will pay overtime in these situations only when required under the Fair Labor Standards Act (FLSA).

This Letter of Agreement does not affect any other group of employees within the DCTU bargaining unit.

| <b>STATE OF OREGON,<br/>EMPLOYMENT<br/>RELATIONS<br/>BOARD COST<br/>SUMMARY FORM</b>                     |                 |           |           |           |  | For ERB Use Only  |
|--|-----------------|-----------|-----------|-----------|--|---|
|  |                 |           |           |           |  | Case No. _____  |
|  |                 |           |           |           |  | Date Filed _____  |
| <b>Projected<br/>Increase/Decrease<br/>in Each Year</b><br>(add or shade<br>unused columns as<br>needed) |                 |           |           |           |  |   |
| Proposal<br>Description<br>including Article or<br>Section Numbers                                       | Current<br>Cost | Year 1    | Year 2    | Year 3    | Total<br>Projected<br>Increase /<br>Decrease | Explain calcu<br>List all fact<br>assumptions<br>calculating cost<br>year. Attach a<br>sheet if nec                         |
| Article 8.2 – Increase shift differentials and index to CPI  | \$266,108       | \$132,404 | \$143,164 | \$155,442 | \$431,010                                    | Based on number of employees receiving shift differential, including associated costs. estimated at 2.7% and 3% in 2019.    |
| Article 9.7- Essential Employees receive deferred holiday  |                 | \$279,809 | \$296,330 | \$309,393 | \$885,532                                    | Assumes each employee receives one additional hour holiday, based on hourly wage including wage increases contained herein. |
| Article XX – Professional  |                 |           |           |           |  | Based on the City   |

|   |                      |                     |                     |                     |                     |   |
|---|----------------------|---------------------|---------------------|---------------------|---------------------|---|
| Article 22 – Professional Development         |                      | \$140,000           | \$140,000           | \$140,000           | \$420,000           | Based on the City proposal.   |
| Article 16 – Increase Vacation Accrual        | \$4,114,564          | \$1,203,019         | \$1,667,484         | \$2,107,640         | \$4,978,143         | Calculated assuming employees utilize lieu of time off, but hourly wage includes wage increases contained herein.   |
| Article 17 – Health Insurance                 | \$15,488,386         | \$223,427           | \$849,993           | \$1,501,622         | \$2,575,042         | Assumes 15% of employees do not qualify for health premium subsidy.   |
| Article 18 – Sick Leave, attendance incentive |                      | \$26,217.19         | \$27,764.57         | \$28,987.35         | \$82,969            | Assumes 5% of employees are eligible, and vacation value at rate.   |
| Article 29 – Tool Allowance                   | \$29,500             | \$29,500            | \$29,500            | \$29,500            | \$88,500            | Assumes 100% of mechanics receive reimbursement in 2017.  |
| Union Proposed Selective Increases.           |                      | \$3,767,472         | \$5,191,975         | \$5,368,928         | \$14,328,375        | Increase to wage associated roll up COLA factored   |
| Union Proposed COLA                           | \$83,337,310         | \$5,683,777         | \$9,582,496         | \$12,561,391        | \$27,827,664        | Cost of Living Allowance and associated roll up CPI for 2017 calculated 2.2%. CPI estimated 2.7% in 2018, and 2019. |
| <b>TOTAL (for each column)</b>                | <b>\$103,235,868</b> | <b>\$11,485,625</b> | <b>\$17,928,707</b> | <b>\$22,202,903</b> | <b>\$51,617,235</b> |   |