

**LABOR AGREEMENT BETWEEN
THE CITY OF PORTLAND AND
THE DISTRICT COUNCIL OF TRADE UNIONS**



JANUARY 1, 2025 TO DECEMBER 31, 2027

**REPRESENTING PUBLIC EMPLOYEES FOR
AND ON BEHALF OF ITS AFFILIATED LOCAL UNIONS SIGNATORY HERETO**

**IBEW, Local 48
Machinists and Aerospace Workers, District Lodge 24
Operating Engineers, Local 701
Plumbers, Local 290
Painters and Allied Trades, District Council 5**

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Preamble

This Agreement made and entered into between the City of Portland, Oregon, hereinafter called the City, and the District Council of Trade Unions, for and on behalf of the Local Unions signatory hereto, hereinafter collectively called Unions

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual orientation, religion, race, color, creed, national origin, disability, gender identity, source of income, familial status, or political affiliation. The Unions shall share equally with the City the responsibility for applying this provision of the agreement. Nothing in this section, however, shall be construed to prohibit actions taken because of bona fide job qualifications.

Article 1. Recognition

- 1.1. The City recognizes the Unions as the exclusive representative for all employees of the City in all classifications contained in Schedule A of this Agreement, as defined in sections 1.2., 1.2.2., 1.2.3., and 1.2.6. below.
- 1.2. **Probationary Period.** The probationary period is defined as a six (6) month period from the date of hire, excluding any period of paid or unpaid leave exceeding one (1) week in duration. For example, an employee hired on January 7 would complete their probationary period at the end of their shift on July 7. Apprentices and trainees in all classifications will not serve a Promotional Probationary Period at the completions of their apprenticeship and/or training program. The probationary period may be extended for a period not to exceed three (3) months by mutual agreement between the City, the affiliated Union, and the affected employee.
 - 1.2.1. Notwithstanding Article 1.2. above, failure or inability by an apprentice or trainee to successfully complete the designated apprenticeship or training program may result in termination from the apprentice or training program even after completion of the probationary period.
 - 1.2.1.1. All employees upon hire will receive an offer letter specifying the official start date and end date of their probation. The City shall provide a copy of the offer letter

to the appropriate Union. During their probationary period employees will be given a minimum of three (3) written evaluations with a copy to the employee and the Union at approximately one month, mid-term, and one month prior to the end of probation. Nothing in this section shall limit management's right to terminate the probationary period.

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

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

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

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

1.2.3.2. Regular status part-time employees will be eligible for Health and Life Insurance coverage as provided in Article 17.4.

1.2.3.3. Regular status part-time employees will accrue seniority based on regular hours paid and approved unpaid leaves of absences in their classification and shall not bump

regular full-time employees.

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

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

1.2.4.2. Casual Employees will normally be assigned to common labor jobs and will not normally be upgraded to classifications covered by the contract except on an incidental basis as required by day-to-day workflow. Nothing in this Agreement will be construed to limit the City's right to hire additional personnel during emergencies beyond the City's control.

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

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

- 1.2.6. **Rehired Retirees.** The City may reemploy a retired PERS or OPSRP employee pursuant to State Law and HRAR 3.06—Employment of Retirees. No rehired retiree may work for the City for more than

two years, without approval from the affiliated Union and Human Resources Director. Rehired retirees will be able to request current hours from bureau timekeepers.

1.2.6.1. Rehired retirees are “At-Will” employees and the only Articles in the Collective Bargaining Agreement that shall apply to rehired retirees are Article 1: Recognition, Article 2: Union Security, Article 3: Dues Checkoff and Schedule A.

1.2.6.2. Any retiring employee in good standing who provides the Bureau sixty (60) or more days’ notice of their intent to retire shall be offered the opportunity to work as a rehired retiree for a period of at least ninety (90) days commencing immediately after their official retirement date. “Good standing” shall be defined as an employee who has no documented discipline in their official personnel file maintained by Human Resources for the two (2) years prior to the date of retirement. This opportunity shall not apply to any employee who retires under a Voluntary Retirement Incentive Program (VRIP).

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

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

Article 2. Union Security

2.1. All employees covered by this agreement may voluntarily join the union as a member.

2.2. Notifications of change in authorization— adding or dropping membership status—submitted by the Union to the City will be effective with the next paycheck so long as they are received by the end of business the Friday

before the City's Time Submission deadline. Notifications received after the Time Submission deadline will be effective at the start of the next pay period. The City shall furnish the Union with the Payroll Processing Calendar by December 20th each year for the following calendar year.

- 2.3. The Union assumes responsibility for repayment of monies found to be illegally deducted by the City under this Article.
- 2.4. Employees who are current members of the Union at the signing of this Agreement who sign a Union membership card after the signing of this Agreement shall maintain their Union membership. However, there shall be a five (5) day window period each year during which the employee may drop their membership without penalty. The five (5) day window period shall commence on the first Monday in March.
- 2.5. The Union agrees that it will indemnify and save the City harmless from all suits, actions, and claims against the City or persons acting on behalf of the City arising out of the City's faithful compliance with the terms of this Article, provided the City notifies DCTU in writing of such claim and tenders the defense to DCTU.

Article 3. Dues Checkoff

- 3.1. When an employee affirmatively consents to dues deductions and provides written authorization to the Union, the City agrees to deduct from the employee's salary an amount equal to the fees and dues required to be a member of the Union. The amounts deducted shall be transmitted monthly to the Union representing the employees on behalf of the employees involved. Authorization by the employee shall be on present forms furnished by the City and may be revoked by the employee upon request. Upon change of an employee from one position to another which includes a change in the representing Union, the City will immediately discontinue dues payment to the former representing Union. The Union shall have sole responsibility to determine who is on the list of authorized deductions and the City will rely upon the list from the Union as an accurate list of employees that have authorized such deductions. The City will direct all Union membership questions or requests to change membership status to

the Union Membership Administrator.

- 3.2. The total amount of the monies deducted for regular union dues shall normally be transmitted to the unions within ten (10) calendar days after the payroll deduction is made.
- 3.3. The performance of these services is at no cost to the Union.
- 3.4. The DCTU agrees it will indemnify and save the City harmless from all suits, actions and claims against the City or persons acting on behalf of the City arising out of the City's faithful compliance with the terms of this Article, provided the City notifies DCTU in writing of such claim and tenders the defense to DCTU.

Article 4. Management Rights

- 4.1. The City shall exercise sole responsibility for management of the City and direction of its work force, except as expressly limited by the terms of this agreement.

Article 5. Productivity

- 5.1. It is the intent of the parties to achieve and sustain maximum productivity per employee during the term of this agreement. In return to the City for the wage rates and working conditions herein provided and consistent with the principle of a fair day's work for a fair day's pay, the Union pledges its agreement with the objective of achieving the highest level of employee performance and efficiency consistent with safety, good health, and sustained effort. Management may provide rewards to employees for improvements in productivity; however, such rewards shall not change the employee's pay rate as contained in Schedule A.

Article 6. Job Security and Outside Contracting

- 6.1. The City is committed to providing regular budgeted positions for bargaining unit members and does not intend to privatize its workforce. No employee shall lose employment because of contracting out work performed by

bargaining unit employees. Any reduction of employees as the result of contracting out will be done through attrition or transfer of affected employees to comparable employment. This does not preclude layoff for other reasons including the termination of regular status employees for just cause.

6.2. Any work which is performed by bargaining unit employees shall not be contracted out unless there is a cost savings, an emergency, a statutory requirement, extreme risk, Capital Improvement Projects, work that is covered by a warrantee, work that is proprietary, urgent work, limited work, or work that occurs during a peak load as defined in Article 6.3 and its subsections.

6.2.1. Bargaining unit work shall not include work that the bargaining unit employees do not possess the skills or have the appropriate equipment to perform. Notwithstanding the above, the parties acknowledge that work processes and methods evolve. The City shall continue to provide employees with the necessary equipment and training to perform work that is a logical and reasonable advancement of the work covered by this Agreement, provided the money to pay for the necessary equipment and/or skills is either within the bureaus' budgets and they are authorized to spend it in this manner, or the expenditure is approved by City Council. Article 6.2 through 6.5 shall not apply to donations of property, facilities, services, or materials to any bureau or to partnerships with any bureau whose operating agreements may provide for them.

6.2.2. Article 6.2 through 6.5 shall not apply to projects designated for the City's Prime Contractor Development Program.

6.3. The following definitions shall be used in determining the applicability of Article 6.

6.3.1. **Cost Savings:** The ability to perform the work at a reduced cost that is not achieved by lower wages and benefits paid by a contractor.

- 6.3.1.1. If the solicitation is initiated based solely upon cost savings, the City will provide all available cost comparison data to the Union(s) concerned. Available cost comparison data must include City employee base wages and City employee and employer contributions in health, welfare, and pension costs for the classification(s) that would normally perform the work. The purpose of this subsection is for comparison only and shall not be considered a requirement upon a third-party contractor to provide these wages.
- 6.3.2. **Emergency:** Work required by circumstances beyond the control of the City for which the City could not pre-plan including, but not limited to, weather-related emergencies and other emergencies.
- 6.3.3. **Statutory Requirement:** Work that is required to be contracted out by federal or state statute.
- 6.3.4. **Extreme Risk:** Work that is subject to extraordinary risk, which the City has historically contracted out.
- 6.3.5. **Capital Improvement Projects:** Work that is funded with CIP funds, warranted upon completion, or awarded through Guaranteed Maximum Price.
- 6.3.6. **Warranted:** Work provided by the vendor or manufacturer at no additional cost.
- 6.3.7. **Proprietary:** Work required to be performed by the vendor or manufacturer due to the proprietary nature of the product involved.
- 6.3.8. **Urgent:** Work that is extremely time sensitive and requires immediate response, which the existing staffing level is unable to respond to without substantial disruption of workload assignment.
- 6.3.9. **Limited:** Work that requires no bidding under City Code (less than \$5,000 per job).

6.3.10. **Peak Load:** Work during a peak load, which the existing staffing level is unable to cover in a timely manner without substantial disruption of workload assignment.

6.4. **Notice.** The City shall provide the Unions with access to all procurement requests submitted to Procurement Services for Construction and Goods and Services contracts that are solicited using the formal and informal/intermediate contract solicitation processes.

6.4.1. The formal contract solicitation process applies to Construction/Public Improvement projects with an estimated value above \$100,000 and Goods and Services projects with an estimated value above \$150,000. The informal/intermediate contract solicitation process applies to Construction/Public Improvement projects with an estimated value between \$10,001 and \$100,000 and Goods and Services projects with an estimated value between \$10,001 and \$150,000.

6.4.2. The Union(s) shall have a reasonable opportunity to discuss projects subject to the formal contract solicitation process. A “reasonable opportunity” shall mean that the Union(s) may request a discussion of such contracts with applicable bureau staff members not more than ten (10) calendar days from the date the project transmittal form is sent to the Union(s). If no request is made within ten (10) calendar days, the Union(s) have waived their right to discuss the matter. If requested in a timely manner, the Union(s) and the City must meet within ten (10) calendar days of receiving the Union(s)’s request for a meeting.

6.4.3. The City will post solicitations for Goods and Services contracts over \$150,000 and Construction/Public Improvement contracts over \$100,000 on the City of Portland Online Procurement Center website for a minimum of fourteen (14) calendar days.

6.4.4. The City shall provide the Unions with an after-the-fact quarterly report showing the following contracted services: professional services, repair and maintenance services, non-capital

improvements, and miscellaneous services.

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

- 6.5.3. If a grievance is filed under Article 6.4 and its subsections, the sole remedy under these sections shall be to provide the required notice.

Article 7. Work Schedules and Workweeks

- 7.1. Forty (40) hours shall constitute a workweek, eight (8) hours per day, five (5) consecutive days per week. The five (5) consecutive days mentioned herein shall have the same starting and quitting times unless inclement weather conditions dictate otherwise, or by mutual agreement.
- 7.2. In the event the starting or quitting time of any existing schedule is changed, the Unions will be advised. Notice of change in shift starting times or days off will be given prior to the end of the employee's workweek before the workweek in which the change becomes effective and such change will be effective for not less than one week.
- 7.3. The basic workweek for non-shift employees shall normally be Monday through Friday. However, it is recognized that City services and operations may require schedules other than Monday through Friday. The City will not utilize such other schedules unnecessarily, and such other schedules may be made subject to the grievance procedure should the Unions consider any such schedule as not required by the reasonable needs of City operations.
- 7.4. In the event any employee's workdays are changed so that the employee does not have two consecutive days off between schedules, the first day of the changed weekly schedule shall be paid for at time and one half.
 - 7.4.1. Notwithstanding the workweek set forth in 7.1 above, the City and the Union(s) involved may, by mutual agreement, initiate a workweek consisting of four (4) consecutive ten (10) hour days with three (3) consecutive days off. To address specific needs of the Bureau or employee, the parties may agree to a schedule with two consecutive days off and one non-consecutive day off. Overtime will be paid in accordance with Article 9 of this Agreement.

- 7.4.2. It is further agreed, the City and the Union(s) involved may by mutual agreement, initiate an altered bi-weekly work schedule consisting of four (4) consecutive nine (9) hour days, with three (3) consecutive days off and five (5) consecutive workdays consisting of four (4) consecutive nine (9) hour days, and one (1) eight (8) hour day with two (2) days off. To address specific needs of the Bureau or employee, the parties may agree to a schedule with two consecutive days off and one non-consecutive day off. Overtime rates will be paid in accordance with Article 9 of this Agreement.
- 7.4.3. The City and the Union(s) involved agree that either party may terminate a schedule created under 7.4.1 or 7.4.2 at any time for any reason upon thirty (30) days written notice to the other party. The employee(s) will then revert to a shift schedule established by the bureau under Article 7.1.
- 7.5. It is agreed that for FLSA purposes, the City may designate a regular workweek for employees that is different than the City's payroll period. Once such a workweek is established for a group of employees, it shall remain fixed, unless changed for legitimate business reasons.
 - 7.5.1. For example: The workweek for the bi-weekly work schedule described in Article 7.4.2 consisting of four (4) consecutive nine (9) hour days, with three (3) consecutive days off and five (5) consecutive workdays consisting of four (4) consecutive nine (9) hour days, and one (1) eight (8) hour day with two (2) days off would cut the eight hour day in half, so that four hours go into each workweek for a total of 40 per week.
- 7.6. Employees working a second or third shift shall receive a shift differential in accordance with the provisions of Article 8.
- 7.7. Except in case of emergency, all employees' work schedules shall provide for a fifteen (15) minute rest period during each one half (1/2) shift. Rest periods shall be scheduled at the middle of each one half (1/2) shift whenever feasible.

- 7.8. **Emergency Work Scheduling.** Changes of an employee's scheduled working hours (i.e., shift) which do not affect the employee's working days and days off can be made by the City without the notice required under Article 7.2., in case of an emergency; provided, however, that the first shift on the new schedule shall be paid at the overtime rate. Such change may remain in effect during the duration of the emergency.
- 7.8.1. Employees shall maintain their right to their regular shift and may be transferred to their normal shift at the end of the emergency without penalty, provided the employee has at least an eight (8) hour rest period. If the rest period is not provided, then the City shall pay the employee the overtime rate for the first shift of their regular schedule.
- 7.8.2. "Emergency" shall be defined as a situation beyond the control of the City for which the City could not pre plan. Emergencies shall not include those day-to-day situations which require immediate action which have been normally performed by bargaining unit employees.
- 7.8.3. Any disagreement between the City and the Union on what constitutes an emergency shall be taken up at Level Two (Article 36.3.5) of the grievance procedure.
- 7.9. Employees working any of the allowed work shifts and weeks may, by mutual agreement between management and the employee, and to meet the needs of the City or the employee, occasionally adjust their hours of work by working fewer hours than scheduled on one day and making up for those hours by working an equivalent number of additional hours on another day in the same FLSA work week. Such scheduling adjustments must be preapproved and will not result in overtime pay outside of the provisions outlined in Article 7.9.2 and 7.9.3. Each bureau will make the final determination if flexible work schedules will be offered within their division, or work groups, based upon their operational and business needs.
- 7.9.1. The following provisions of the contract shall not apply when an employee is approved for flexing their work schedule: Articles 7.1,

7.2, 7.4, 8.1, 8.2, 8.6-8.6.2.

7.9.2. If an employee working a flexible schedule works more than 40 hours in an FLSA workweek, the employee shall accrue overtime at the rate of one (1) and a half (1/2) times their regular rate of pay.

7.9.3. Article 8.4 shall only apply when an employee is unable to flex their schedule due to FLSA workweek restrictions.

7.9.4. Flexing of schedules will not be permitted on any of the City Paid Holidays outlined in Article 15.1.1.

7.9.5. The provisions covered by Article 7.9-7.9.4 shall sunset at the expiration of the contract unless extended by mutual agreement of both parties.

7.10. **Telework.** Per Human Resources Administrative Rule 4.04, employees covered under this agreement may be eligible to enter into a telework agreement. Should the provisions of HRAR 4.04 change, the City and Union will meet to negotiate over the impact of the changes in accordance with ORS 243.698.

Article 8. Shifts

8.1. Shifts shall be defined by the following starting times:

Shift	Starting no earlier than:	and no later than:
Day	5:00 AM	11:59 AM
Second/Swing	12:00 PM	6:59 PM
Third/Nights	7:00 PM	4:59 AM

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

8.2. **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. Changes may be

made outside the above listed hours upon mutual agreement between the City and the Unions.

8.3. Employees scheduled on a second, third, or relief shifts shall receive the following shift differential in addition to their regular hourly rate as set forth in Schedule A for all hours worked on the second, third, or relief shift:

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

Shift	Eff. July 1, 2024
Second/Swing	\$1.92
Third/Graveyard	\$2.56
Relief	\$2.56

8.3.2. Shift differential shall be adjusted to reflect the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for West-Size A (as measured by the annual change in the index between the 2nd half of the two (2) years previous and the 2nd half of the previous year), published by the Bureau of Labor Statistics, U.S. Department of Labor.

8.4. 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 workday results from unpaid absence during the regular workday for personal reasons.

8.5. Employees transferred from a regularly scheduled day shift to another, unless relieved from work at least ten (10) hours before their new shift, shall be paid overtime for the first such new shift worked. This section shall not apply to those employees covered under sub section 8.6 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.

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

- 8.6.1. Any workweek schedule which includes multiple shifts with a maximum of three (3) day shifts.
- 8.6.2. 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.
- 8.6.3. The provisions of Article 8.6 do not apply to employees who are part-time.
- 8.7. The shift premiums provided for in 8.3 above shall not apply when on vacation, sick leave, or any other paid leave of absence. The shift premiums of 8.3 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.
- 8.8. **Lunch Periods.** Lunch Periods shall be scheduled by the City and will allow the employee either thirty (30) minutes, forty-five (45) 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.
 - 8.8.1. 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 one 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.
 - 8.8.2. 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.

- 8.8.3. 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.

Article 9. Overtime

- 9.1. **Overtime Rate.** Overtime shall be paid at the rate of one and one half (1 1/2) times an employee's established hourly rate as set forth in Schedule A. Overtime rates shall apply to work performed by an employee outside of or more than their established shift hours.
- 9.2. For this article, officially recognized holidays for which the employee is paid, vacation, compensatory leaves, and sick leave will be counted as time worked.
 - 9.2.1. Shift premiums will be included in overtime computations as required by Federal Law.
- 9.3. **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.
 - 9.3.1. 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 and the list shall be reset annually. For 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.

- 9.4. **Remedy.** Employees who believe that they have not received a fair share of available overtime offers have 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.
- 9.5. It is further provided that the City shall schedule known weekend overtime by the end of the fourth (4th) day of an employee's workweek. Except where conditions beyond the City's control require the cancellation of scheduled weekend overtime, scheduled weekend overtime shall be canceled prior to the end of the fifth (5th) day of an employee's workweek. Notification and cancellation times for scheduled overtime will be adjusted appropriately for employees working an alternate schedule.
- 9.6. The City will attempt to avoid situations which require employees to work more than sixteen (16) consecutive hours. Employees will be compensated at the rate of two (2) times their established hourly rate for the hours worked over sixteen (16) consecutive hours.
- 9.7. **Compensatory Time Off.** Employees shall have the option of pay at the applicable overtime rate or compensatory time computed at the applicable overtime rate for the overtime hours worked up to a total accrual of eighty (80) hours at any given time.
- 9.7.1. Compensatory time off will be arranged by mutual agreement between employees and their supervisors. However, the taking of compensatory time off will not be unreasonably denied.
- 9.7.2. 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.

- 9.7.3. Employees may receive once per fiscal year, at their request, a payout of any amount of accrued compensatory time.
- 9.8. Employees required to work around the clock (three shifts) and are required to continue working through their regular assigned shift, shall continue to receive pay at the overtime rate. Any hours over sixteen (16) will be paid at the double time rate.
- 9.8.1. If an employee has worked 16 hours or more in the 24-hour period prior to their next regular shift and needs to rest, the bureau may excuse the employee from all or part of their regular shift. Under such circumstances employees will remain in paid status and will not be required to use accrued leave.
- 9.9. Employees who are 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 employees work 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.
- 9.10. Notwithstanding Article 9.3, "Overtime Equalization", 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.
- 9.11. There shall be no pyramiding of overtime rates.
- 9.12. **Essential Employees.** Employees directed to physically report to or remain in person at a City facility or jobsite during qualified Citywide closures will be compensated with one hour of deferred holiday leave for every regularly scheduled hour they work during such Citywide closures. Qualified Citywide closures are those ordered by the Mayor or the Mayor's designee and includes the direction for all other employees to remain at home or work from home and will stay in effect until the Mayor or the Mayor's designee declares the closure over. After an employee earns one hundred (100) hours in a calendar year of deferred holidays under this subsection of

Article 9, they shall not accrue more deferred holidays for qualified Citywide closures, but then Article 9.12.1 will apply, and Article 9.12.2 will apply in the event of a sustained Citywide closure.

- 9.12.1. Employees whose deferred holiday bank is full, will be given the equivalent time in pay. Employees who earn a deferred holiday within 30 days of the end of the calendar year will be allowed to carry over said holiday to the subsequent year's deferred holiday bank.
- 9.12.2. In the event of a sustained qualified Citywide closure greater than fourteen (14) calendar days, the City and DCTU will meet and discuss the impacts of the ongoing closure by the fifteenth (15) calendar day and Article 9.12.1 will apply up to twenty-one (21) calendar days.

Article 10. Reporting Pay and Minimum Pay

- 10.1. **Minimum Pay.** Employees who are scheduled to report for work on their regular schedule, and who present 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 regularly 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 pay for the remainder of the regularly scheduled shift shall be inapplicable if employees fail to report at the scheduled starting time or otherwise are unable to perform their normal duties for the full shift.
- 10.2. **Split Shifts.** Any employee required to work a split shift shall be paid at the overtime rate, as defined in Article 9.1 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.
- 10.3. **Work Related Communication.** If a City supervisor, or an employee at the direction of a supervisor, makes a work-related telephone call to an

employee during their off hours, and the employee is required to perform work for the City as a result of the call which is in excess of five minutes, the employee will be compensated at one and one-half (1 ½) times their regular rate of pay for the actual time spent performing the work, rounded up to the nearest fifteen (15) minutes. Work shall be defined to include legally compensable tasks performed for the benefit of the City remotely via electronic means. Phone calls or text messages to an employee for the purpose of asking if the employee is available to perform extra work are not compensable.

10.4. **Call Back Pay.** Employees directed to return to work after their regular shift has ended and before the employee's next work shift shall be paid for a minimum of three and one-half (3.5) hours at the rate as established in Article 9.1. –Overtime. The “return to work” will commence at the times the employee receives the communication 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.

10.4.1. If an employee is called back to work, either under a call to return to work, a stand-by agreement or otherwise, and works less than three and one-half (3.5) hours and is called out again within the three and one-half (3.5) hours, they will not receive a second minimum. If an employee is subsequently called back to work after the initial (3.5) three and one-half hours has elapsed, they would then be eligible for an additional (3.5) three and one-half hour minimum.

10.4.2. When the employee is called back and is required to work eight (8) or more consecutive hours outside of their 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. 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.

- 10.4.1. Employees who have been asked to work overtime in conjunction to the start or end of their shift shall receive overtime pay and are not subject to the three and one/half (3.5) hour minimum call back pay.
- 10.5. **Weekly Stand-by Agreement.** If the City requires bargaining unit employees to perform “weekly stand-by” duty on a rotational basis to meet operational needs during their off-duty hours, the employee will receive 24 hours pay at the straight time rate and shall have the option of pay or compensatory time for each calendar week (seven (7) consecutive days) assigned to stand-by duty. Call-outs will be paid in accordance with current contract language. For this section, “weekly stand-by” shall be defined as a requirement that an employee remain available and fit for duty during off-duty hours, with City communication devices(s) and/or at a phone number left with the City such that the employee is able to report for work within a period of one (1) hour, absent unusual circumstances.
- 10.6. **Ad Hoc Stand-by.** If the City has not implemented a “weekly stand-by” agreement in accordance with Article 10.5. and requests an employee to perform an “ad hoc stand-by”, the employee shall receive .25 hours pay at the straight time rate for each one (1) hour of “stand-by” time and shall have the option pay or compensatory time. For the purposes of this section, “ad hoc stand-by” shall be defined as a requirement that an employee remain available and fit for duty during off-duty hours, with City communication device(s) and/or at a phone number left with the City such that the employee is able to report for work within a period of one (1) hour, absent unusual circumstances.
- 10.7. **Mileage Allowance.** 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 of their current home address to their normal reporting place. Mileage payments will be at the applicable IRS rate for using personal vehicles on City business. Payment will be made for the excess distance both going to work and returning home. Employees are required to keep their supervisors advised of their current

home address and number of miles from their home to their regular reporting place.

- 10.7.1. Employees required to use their personal automobile in the course of employment will be paid mileage reimbursement at the applicable IRS rate.

Article 11. Working Out of Classification

- 11.1. For the purposes of this Article, working out of classification shall mean the temporary assignment of a willing, available, and qualified employee to perform substantially the duties and responsibilities of a higher classification.
- 11.2. If there is not a willing employee, the City may require the least senior qualified employees or a qualified temporary employee to work out of classification. If there is not a least senior qualified employee in the work unit, the City may require the least senior qualified employees or a qualified temporary employee in the bureau to work out of classification.
- 11.3. Employees may be worked out of classification when:
 - 11.3.1. Temporary vacancies occur in any classification.
 - 11.3.2. Emergency conditions exist and enough personnel are not available in a classification to take care of such emergency.
 - 11.3.3. For legitimate training purposes.
 - 11.3.4. Any reason approved through a Memorandum of Understanding between the Union(s) and the City.
- 11.4. This provision shall be inapplicable to the selection of employees to perform non bargaining unit work. Subject to agreement with the Union, the City may reserve upgrade opportunities for legitimate training purposes. Otherwise, when selecting employees to work in higher classifications, as provided in 11.3.1 through 11.3.4:

- 11.4.1. The City and the Union(s) have agreed that when filling short-term vacancies in a higher class, the offer of such work shall be made first to employees who are on the appropriate eligible list. The City further agrees that it will make every effort to distribute such assignments as equally as possible among those on the eligible lists.
- 11.4.2. When no employee is available from the appropriate eligible lists, the City shall select from among the three available senior qualified employees in the division or bureau, who are willing to accept the appointment, until a list of qualified candidates is certified.
 - 11.4.2.1. New City employees shall not be eligible for temporary upgrades under sections 11.3.1 and 11.3.2 until they have completed six (6) months of service with the City. This shall not preclude the City from using new employees for temporary upgrade if no other employees are available under 11.3.1 and 11.3.2.
- 11.4.3. Employees appointed temporarily to work out of classification will be expected, for the term of such appointment, to perform the duties normally performed by the employees they are replacing in that classification. However, employees temporarily appointed to non-represented positions will not administer discipline or have access to personnel files.
 - 11.4.3.1. The City will notify the Union when a bargaining unit member is upgraded to a non-represented position. When an employee is assigned to work out of class in a non-represented classification, the employees' pay rate shall be five percent (5%) above their current rate of pay or the entry rate of the higher classification, whichever is greater. Employees temporarily appointed to non-represented positions who are also Union Shop Stewards shall be required to cease operating in the capacity of a Shop Steward for the duration of said appointment.

11.4.3.2. Employees appointed temporarily to a non-bargaining unit position shall not be subject to this agreement for the duration of such appointment.

11.5. When an employee is assigned to a higher classification, the employee's pay rate shall be the step within the higher classification range which represents at least a three percent (3%) increase over the employee's regular rate in their former classification, provided that in no event shall the rate of pay exceed the maximum rate for the higher classification as provided in Schedule A. When a permanent employee is temporarily assigned to a higher paid classification, credit shall be allowed for all prior temporary service in that classification for determining the appropriate service step of the pay range for that classification.

11.5.1. If upgraded in a workday to a higher classification, an employee will receive the rate applicable to the higher classification for a minimum of one (1) hour. If upgraded longer than one (1) hour, the employee will receive four (4) hours; eight (8) hours if assigned to such higher classification over four (4) hours in the workday. If the employee works an alternate schedule and performs the upgraded work all hours of the day, they will receive the higher rate of pay for all hours worked.

11.5.2. When it is necessary to work employees as provided in 11.3.1 and 11.3.2 in a lower classification, the City shall pay the employee their regular rate for their permanent classification.

11.5.3. When a classification within a department or bureau has been filled by temporary assignment for a period of thirty (30) days, the City and the Unions shall meet to determine if there is a vacancy for a full-time position. "Full time" as used in this Article means a position which has been budgeted on an annual basis, or to the end of the fiscal year.

11.6. The City agrees that it will conduct timely examinations to provide the necessary eligible registers to fill the vacancies which occur in the classifications covered by this Agreement. No vacancy in a full-time position

covered by this Agreement shall be filled on a temporary basis for longer than six (6) months unless the Bureau of Human Resources is unable to provide the necessary eligible register. This provision does not require the City to fill budgeted vacant positions.

Article 12. Seniority

- 12.1. In the matter of selections of jobs or opportunities to work on new jobs, processes, or job locations and the selection of work shifts and vacation periods within a given classification, within a bureau, department, or division thereof, the City shall prefer those employees who have permanent Civil Service status with the greatest length of service with the City within a given classification subject to the following conditions. In calculating an employee's permanent work unit seniority, it shall be the employee's total uninterrupted time in such unit, including the time spent in unsuccessful probation in another unit.
- 12.2. **Shift Selection.** In multiple shift operations, employees within each classification shall have a right to select their work shift based on their seniority within a bureau or division thereof and competing only with employees covered under this agreement on the following basis:
 - 12.2.1. After the employee's original selection of a work shift, changes may be made only when a vacancy occurs on another shift; provided, however, if the City eliminates any employee's shift, such employee shall have the right to exercise their seniority to select one of the existing shifts.
 - 12.2.2. Shift trades or individual shift changes may be made by mutual agreement between the employees and the City, provided such changes are posted and there are no objections. However, any such mutually agreed changes shall not be subject to the overtime provisions of this Agreement.
 - 12.2.3. Group shift changes may be made by mutual agreement between the Unions and the City. However, any such mutually agreed changes shall not be subject to the overtime provisions of this

Agreement.

12.2.4. When shift changes are made which are beyond the control of the City, the overtime provisions of this contract will be waived.

12.3. **Job Bidding.** The City reserves the right to organize work and assignments. Bureau managers will consult with the Union prior to implementation of a reorganization to discuss proper application of this Article. Whenever the city determines that it will fill a vacancy in a new or existing job, present employees shall be given the first opportunity on the following basis: the City may choose from among the two (2) most senior qualified bidders for 25% of all vacancies occurring within a bureau in a Fiscal Year. Prior to posting, the City must identify a posting as one which will be subject to this provision. If the vacancy involved is a new job process within a classification, first choice shall be given to employees in that classification within the division where the vacancy occurs. Second choice shall be given employees within the bureau in which the vacancy occurs. Qualifications and seniority within the division (first choice) or bureau (second choice) shall be the determining factors. "Qualifications" means the ability to meet the performance requirements and job-related skills required for the job in question, but not based solely on Civil Service certification.

12.3.1. Whenever an opening occurs in any job classification in an existing work assignment, employees within that classification shall have an opportunity to bid on such vacancy based on their seniority if they are qualified to do the work as defined in Article 12.3. above. First choice shall be given to employees within the division where the vacancy occurs. Second choice shall be given to employees within the bureau in which the vacancy occurs.

12.3.2. A bureau and the appropriate union may mutually agree to implement an alternative method of filling vacancies identified in 12.3. and 12.3.1. The agreement can cover a work unit(s), a classification(s), or an entire bureau. Any such agreement will be made in writing and will be copied to the DCTU and the Human Resources Director prior to its implementation.

- 12.3.3. The overtime provisions of this agreement will not apply because of employees exercising their seniority rights under 12.3. and 12.3.1.
- 12.3.4. **Limitations on Bidding.** If an employee receives discipline subsequent to a written reprimand (i.e., another written reprimand), a suspension, a demotion; or a Performance Improvement Plan which takes the place of a second written reprimand or higher-level discipline, the City may, at its sole discretion, suspend the employee's ability to bid on any job assignments for one year.
- 12.4. **Employees in Conflict.** If a situation develops which involves two or more employees in conflict with one another, the bureau will document the conflict and meet with the employees and the union and attempt to jointly resolve the conflict. If no resolution can be mutually agreed upon, the bureau may move the employee to vacant job assignment in another work unit within the bureau. If there are no vacancies in another work unit, the bureau may seek volunteers willing to trade assignments with the employee(s) in conflict. If there are no volunteers, the bureau may, at its sole discretion, move the employee(s) as a last resort.
- 12.5. **Injured Worker Return to Work.** When a vacancy under 12.2.1 and 12.2.2 occurs, the City and the Unions may by mutual agreement exempt the job from the bidding procedures of this Article so that the job may be utilized to employ a worker returning from Industrial Accident leave.
- 12.5.1. The parties jointly recognize the desirability of returning an injured worker, whose condition is not medically stationary, to some form of available work at the earliest possible time consistent with the ability of the worker to return as certified by the treating physician. Employees may be assigned work other than their regular job as soon as released to do so by the treating physician. Positions filled by an injured worker on jobs designed to reasonably accommodate an injured worker shall not be subject to the bidding procedure specified in this agreement.

- 12.5.2. Injured workers whose conditions are medically stationary will be given the opportunity to return to their original job as provided in section 12.5.3. If the injured worker's condition is permanent partial disability, the City will make reasonable effort to accommodate such condition and to return the injured worker to available and suitable work.
- 12.5.2.1. The City shall notify the Union(s) at the earliest stage of efforts to place injured workers into available and suitable positions.
- 12.5.2.2. If placement efforts do not result in the return to work of the injured worker, the matter shall be referred to a joint labor/management committee for the purpose of providing recommendations and advice to the Human Resources Director and the Risk Manager on the worker's placement including, but not limited to, the effectiveness of any bureau-wide or City-wide placement activities or other issues relating to the return to work of the injured worker.
- 12.5.2.3. The joint committee will also be charged with a review of current practices and issues relating to injured workers and provide recommendations and advice to the Human Resources Director and Risk Manager on program operations relating to injured workers. This committee shall consist of equal numbers of management and Union representatives. Union participants will be appointed by the District Council of Trade Unions and management participants by the Bureau of Human Resources and Risk Management.
- 12.5.3. A job which is vacant by reason of a compensable injury will be treated as a temporary vacancy for the first eighteen (18) months. Such jobs may be filled by appointment and is not subject to bidding. During this period, injured workers who have received a full release will be returned to their former job on request.

Employees displaced by the return of an injured worker will be entitled to bump pursuant to their seniority and classification. After eighteen (18) months, employees who are absent due to compensable injury shall be entitled to bump junior employees within their classification.

- 12.6. **Posting.** All vacancies which create job opportunities under Article 12 shall be posted in the work location of the affected employees. Job opportunities shall be posted for a period of five (5) working days. Each posting shall contain the shift and days to be worked and a brief description of the duties and responsibilities to be performed at the time of vacancy in addition to who to contact for more information. The successful bidder must be available to start the new position within thirty (30) days after the first date of posting, except if the most qualified bidder is on leave and unable to start within thirty (30) days, the City may choose to opt to extend the start date. The posting shall also include any special qualifications for the job and, if applicable, the requirement that an employee must commit to remaining in the assignment due to on-the-job or formal training requirements for up to two (2) years before bidding to another assignment. It shall also contain the date the transfer is to take effect. The transfer to the bid position may be made earlier than the date in the posting, upon mutual agreement between the City and the employee. Applicants may be required to perform other functions which they are qualified to perform. Employees shall bid in writing on such opportunities according to the provisions of this section and such bid shall be made by the sixth (6th) working day after the first day of posting. Probationary employees are not allowed to bid on other job opportunities for the duration of their probationary period.
- 12.7. **Evaluations.** Employees who fill vacancies under the provisions of Article 12.3 and fail to qualify in the new job during a ninety (90) day evaluation period that will include a minimum of one (1) interim and one (1) final written performance evaluation, will be returned to their former position in the division or bureau if it is vacant. If the employee's former position is not vacant, they will be placed in a vacancy in their classification elsewhere in the bureau. If there is no vacancy in the bureau, the employee will be returned to their former position in the division or bureau. Failure by

management to provide the written evaluations within the ninety (90) day evaluation period will indicate the employee's successful completion of the evaluation period.

- 12.8. **Lateral Transfers.** Employees may request a lateral transfer to another Bureau by notifying the Bureau of Human Resources of their desires. Lateral transfers to vacant, budgeted positions, within or between bureaus within a classification at the request of the employee will be limited to one (1) per year. However, if an employee does not pass the evaluation period provided for in Article 12.7. of this Agreement, the one (1) year limit on lateral transfers shall be waived.
- 12.9. **Bid Trades.** An employee may “trade” a bid work assignment within a shift subject to management approval. Such trades do not require posting or approval of the DCTU or other employees in the work units involved. However, any such mutually agreed upon trades shall not be subject to the overtime provisions of this agreement and the employees who trade waive their ability to bid to new assignments for two years.
- 12.9.1. Within seven (7) working days after the closing of the bidding procedure, the City shall award the bid, in writing, to the successful bidder. After an employee has received written notification that they were the successful bidder, such employee shall be required to honor such bid.
- 12.10. Seniority shall continue and accumulate during approved leaves of absence in accordance with the provisions of the City Charter and the Bureau of Human Resources Rules and Regulations, except that seniority shall be frozen after eighteen (18) continuous months of absence for the purposes of vacation and job bidding.
- 12.11. The City agrees to make available to the Union, upon request, copies of any personnel list the City maintains regarding seniority or classification changes.
- 12.12. **Special Projects & Assignments.** Notwithstanding any other article or section of this contract, the City may designate certain Special Projects and

Assignments under the limitations listed in 12.12.1 and 12.12.2.

12.12.1. **Special Projects.** A bureau may identify a project for a period of no more than one (1) year and assign employee(s) to that project for its duration. Any employee(s) so assigned will have the right to return to their originally bid work unit and cannot be involuntarily re-assigned for at least eighteen (18) months. Employees assigned to a special project continue to accrue seniority in their previous work unit and may bid on future assignments during the project but will not move to that new assignment until the conclusion of the special project. The duration of the project may be extended by mutual agreement between the City and Union(s) involved.

12.12.2. **Special Assignments.** A bureau may re-assign any employee to an assignment in another work unit for up to sixty (60) days. Any employee(s) so assigned will have the right to return to their originally bid work at the conclusion of the assignment or after sixty (60) days. Employees re-assigned continue to accrue seniority in their previous work unit and may bid on other assignments during the special assignment but will not move to that new assignment until the conclusion of the special assignment. The duration of the special assignment may be extended by mutual agreement between the City and Union(s) involved.

Article 13. Promotion

- 13.1. For the purposes of this article “promotions” shall be defined as the movement of an employee from a position in one job classification to a position in another job classification having a higher maximum salary rate. Employees promoted to another City classification are eligible to receive three percent (3%) promotional increase, or the next step in the higher classification, whichever is greater, though not to exceed the top step of the new classification.
- 13.2. The City agrees that permanent or probationary employees within a bureau shall have an opportunity for an interview for promotions within that bureau, subject to qualifications through proper Bureau of Human

Resources procedures. "Qualifications" means the ability to meet the performance requirements and job-related skills required for the job in question, but not based solely on Civil Service certification.

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

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

13.4. Any employee who is promoted and fails to pass the promotional probationary period for the new position shall have the right to be returned to their former classification and bureau based on seniority with all the rights and conditions of employment they had in their former classification.

13.5. During the promotional probationary period, an employee may elect to return to their former classification and bureau with no loss of rights and conditions of employment; provided, however, a vacancy exists in the employee's former classification and bureau.

Article 14. Layoff/Recall

14.1. Layoff and recall of employees shall be as provided in this section.

14.2. **Seniority within Classification.** Seniority for purposes of layoff and recall shall be determined as the length of continuous service, from the date of permanent appointment to the classification listed in Schedule A. An

employee will not lose classification seniority in previously held classifications because of accepting permanent or temporary appointment to another classification.

- 14.2.1. Continuous service shall be broken, and accrued seniority canceled, by resignation, dismissal, retirement, voluntary demotion, or movement to a classification not listed in Schedule A. However, seniority shall continue to accrue during layoff, disability retirement, and approved leaves of absence.
- 14.2.2. Seniority in a job classification consolidated prior to March 17, 1988, shall be as determined at the time of consolidation by the Civil Service Board. Seniority in a job classification consolidated after March 17, 1988, shall be equal to the total permanent service in all job classes included in the consolidated classification.
- 14.3. A tie in classification seniority shall be broken and greatest seniority determined by:
 - 14.3.1. the highest score on the eligible list from which appointment was made; if a tie remains, then
 - 14.3.2. the greatest length of service with the City; if a tie remains, then
 - 14.3.3. the date and time of receipt of the application by the Human Resources Bureau; if a tie remains, then
 - 14.3.4. by random draw.
- 14.4. It is recognized from time to time that a seniority inequity may exist in multiple appointments in a bureau and classification where an employee is required by the City to delay the starting date in a new position. In those instances, the employee may submit to the Human Resources Director a request for the seniority adjustment within thirty (30) days of the delay.
- 14.5. **Reductions in Force.** In the event an employee's position is abolished, an employee shall be permitted to bump as follows, provided the employee is qualified to perform the work and meets the skills, knowledge, and ability

requirements for the position. Any disagreements regarding qualifications shall be submitted to the Director of Human Resources to determine if the employee is qualified through a review of the classification specification and any other information demonstrating the unique duties of the position, and in consultation with the Bureau(s). The employee may provide additional information including their resume and current job duties. Bumping shall occur as follows:

- 14.5.1. into a vacancy in the same classification in the employee's assigned bureau with the same shift(s) and days off; if none, then, provided the affected employee has greater seniority:
- 14.5.2. into the position held by the least senior person within the employee's current classification within the bureau with the same shift(s) and days off; if none, then
- 14.5.3. into a vacancy in the same classification in the employee's assigned bureau; if none, then:
- 14.5.4. into the position held by the least senior person within the employee's current classification within the bureau; if none, then
- 14.5.5. into a vacancy in the employee's current classification City-wide; if none, then
- 14.5.6. into the position held by the least senior person within the employee's current classification City-wide; if none, then
- 14.5.7. at the full-time employee's option, into a part-time or job share position in the employee's current classification, in the bumping sequence as defined in 14.5.1 through 14.5.6 above; if not, then
- 14.5.8. into previous classifications in inverse chronological order, where the employee held permanent status, in the bumping sequence as defined in 14.5.1 through 14.5.6 above.
- 14.5.9. A part-time or job share employee shall have bumping rights as described in 14.5. above except that a part-time or job share

employee shall not displace a full-time employee.

14.5.10. No layoffs or reduction to a lower classification shall be executed so long as there are temporary employees serving within the affected classification.

14.6. **Recall.** Employees that have been transferred because of a layoff, shall have the right to transfer back to their former classification in their former bureau or division from which they were transferred, if the City is going to reemploy an employee in that classification in that bureau or division. The transfer back shall be on a strict City-wide seniority basis in the classification of the employee at the time the transfer occurred.

14.6.1. The City shall re-employ laid off employees in a strict seniority basis for the classification from which the employee was laid off.

14.6.2. Employees shall be placed on a recall list for the classification from which layoff occurred, for five years, or removal as defined in 14.6.5 below, whichever occurs earlier.

14.6.3. The employee, by notifying the Bureau of Human Resources in writing, may become unavailable for recall no more than one specified period, except when documented medical evidence or lack of both personal and public transportation prevent the employee from being available for work.

14.6.4. On re-employment of laid off employees, the City shall notify employees by Certified Letter, with a copy to the Union(s), mailed to their last known address. Employees shall have five (5) days to report their intentions to the City and shall report to work within two (2) weeks after notification to the City.

14.6.5. Reappointment to the classification from which the employee was laid off, or refusal of appointment by the employee to a bona fide recall, shall result in the employee's removal from the recall list and right to recall, except that an employee recalled to a bureau other than that of layoff may opt to remain on the recall list for

the bureau from which they were laid off.

Article 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, Juneteenth, 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.

15.1.1.1. 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.

15.1.1.2. 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 workday following the holiday(s) shall be considered the holiday and paid as such.

15.1.1.3. 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 Article 15.2 below.

15.1.2. Notwithstanding the foregoing, those crews or work units which operate seven (7) days per week, twenty-four (24) hours per day, will observe Veteran's Day on November 11, Christmas on

December 25, New Year's on January 1, Juneteenth on June 19, and Independence Day on July 4.

- 15.1.3. In operations that run a night shift and the operation is shut down 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. Deferred or postponed holidays will be used prior to the vacation time, but not prior to vacation over the max. The employee will endeavor to schedule the deferred or postponed holiday within the calendar year it accrues. The language of this section applies to all letters of agreement attached to this contract.
 - 15.2.1. Full-time employees who are on work schedules other than eight (8) hours per day, five (5) consecutive days per week will receive full vacation and sick leave accrual for each of the observed holidays for which they are entitled to be paid.
 - 15.2.2. An eligible employee shall be any employee who has been an employee of the City at least one (1) day prior to the holiday.
 - 15.2.3. 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.

- 15.2.4. 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. **Holiday Pay Exclusions.** Holiday pay under this Article does not apply to employees receiving third-party compensation under any leave claims including, but not limited to, long-term disability benefits, Worker's Compensation leave, the City's catastrophic leave program, States' disability programs, and States' Paid Family Leave programs. Understanding that employee eligibility rules and determinations for final payment of third-party benefits is not decided or controlled by the City or the Union. Holiday payment or non-payment disputes for employees having any third-party leave claims are not subject to the grievance procedure.
- 15.4. **Personal Holidays**
- 15.4.1. After completion of thirty (30) days 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. Employees designated as having their work location status as fully in-person will receive three (3) additional personal holidays per calendar year for a total of six (6) days.
- 15.4.2. After completion of thirty (30) days 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. Regular part-time or job share employees that are designated as having their work location status as fully in-person will receive twelve (12) additional hours of holiday pay per calendar year for a total of twenty-four (24) hours.
- 15.4.3. 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.

Personal holiday time may be utilized in any increment of time.

- 15.4.4. The first three days, 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. For employees that are designated as having their work location status as fully in-person, the first six (6) days or twenty-four (24) hours in the case of part-time or job share employee, taken off on vacation leave by an employee during a calendar year shall be considered personal holidays.
- 15.4.5. 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.
- 15.4.6. 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.

Article 16. Vacations

- 16.1. **Vacation Leave Accrual.** Annual vacation leave for employees shall be computed based on 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 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:

Years of Service (years)	Bi-Weekly Accrual Rate (hours)	Annual Accrual Rate (hours)
0	4.31	112.06
1	4.46	115.96
2	4.62	120.12
3	4.77	124.02
4	4.92	127.92
5	5.08	132.08
6	5.23	135.98
7	5.38	139.88
8	5.54	144.04
9	5.69	147.94
10	5.85	152.10
11	6.00	156.00
12	6.15	159.90
13	6.31	164.06
14	6.46	167.96
15	6.62	172.12
16	6.77	176.02
17	6.92	179.92
18	7.08	184.08
19	7.23	187.98
20	7.38	191.88
21	7.54	196.04
22	7.69	199.94
23	7.85	204.10
24	8.00	208.00
25	8.15	211.90
26 +	8.31	216.06

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 on-the-job 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 on-the-job injury, provided that the employee returns to work in accordance with Human Resources Administrative Rule (HRAR) 7.08. However, should such on-the-job injury result in disability retirement, the employee will be paid for such accrued vacation up to the one-year maximum accrual.
 - 16.4.2. Any authorized leave of absence where an employee continues in paid status.
 - 16.4.3. Any authorized unpaid 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 twenty-four (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 thirty (30) days of service. Whenever an employee with more than thirty (30) 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 based on seniority within the bureau and division thereof in which they are employed.

- 16.8. Employees 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. If after the third (3rd) day of the requesting employee's regularly scheduled workday, an employee's ad hoc vacation request has not been responded to, the employee may advance their vacation request up to and including the bureau Director or their designee.
- 16.12. Employees shall be permitted to choose either a split or entire vacation. Employees shall have the right to determine their vacation times based on 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 employees from taking one- or two-day vacations upon reasonable notice and by mutual agreement between the employees and their immediate supervisors.
- 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 one-half (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, or the Auditor as to the department, 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.

Article 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. One member shall be appointed from each of the following labor organizations: the District Council of Trade Unions (DCTU), the American Federation of State, County, and Municipal Employees, Local 189 (AFSCME 189), the Portland Fire Fighters' Association (PFFA), the Professional and Technical Employees, Local 17 (PROTEC17), Portland Police Association representing Emergency Communications Operators (BOEC), Laborers' Local 483, Representing Recreation Employees (Recreation), The Portland Police Commanding Officers Association (PPCOA), City of Portland Professional Workers (CPPW), and Laborers' Local 483 representing Portland City Laborers. There will be an equal number of representatives from labor and the City.
- 17.1.2. A quorum of voting members is required for the committee to take action. An absent committee member may designate a substitute with full voting authority. Any committee member may invite one or more visitors to attend committee meetings. Any vacant committee position may not designate or substitute voting authority.

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

- 17.2. **Benefits Eligibility.** The City offers healthcare benefits to regularly appointed full-time and part-time employees and their qualified dependents. The plan is administered in compliance with all applicable federal, state, local laws, statutes and rules.
- 17.3. **Regular Full-Time Employees.** Regular full-time employees shall be eligible as provided herein for medical, dental, vision and life insurance coverage the first of the month following the date of hire. City paid benefits will continue for employees each month in which they are actively employed in an eligible job class and status and are working their regularly scheduled hours, or they are in a qualified leave status for the City of Portland, and they make the required premium contribution. Employees who are on non-paid Military Leave or personal leave without pay do not receive City paid benefits. City paid benefits will end on the last day of the month in which an employee terminates employment, enters an unpaid status because of military leave or unpaid leave or is not working their regularly scheduled hours. Coverage for the employee and their eligible family members will be reinstated retroactively to the first of the month in which the employee returns to their regular work schedule. Any required catch-up premium contribution(s) will be deducted from the first paycheck the employee receives upon returning to paid status unless other repayment arrangements have been made.
- 17.3.1. Employees who become ineligible for participation in City benefit plans will have the right to continue coverage on a self-pay basis in accordance with state and federal law and/or as described in this labor Agreement.
- 17.3.2. Medical, dental, vision and life insurance benefits will be paid at 100% of the City contribution for those employees who have regularly scheduled hours of at least seventy-two (72) hours in a pay period in a benefits eligible, budgeted position.
- 17.4. **Regular Part-Time Employees.** Regular part-time employees will be eligible for medical, dental, vision and life insurance coverage the first of the month following the date of hire. City paid benefits will continue for employees each month in which they are actively employed in an eligible job class and

status and are working their regularly scheduled hours, or they are in a qualified leave status for the City of Portland, and they make the required premium contribution. Employees who are on non-paid Military Leave or personal leave without pay do not receive City paid benefits. City paid benefits will end on the last day of the month in which an employee terminates employment, enters an unpaid status because of military leave or unpaid leave or is not working their regularly scheduled hours. Coverage for the employee and their eligible family members will be reinstated retroactively to the first of the month in which the employee returns to their regular work schedule. Any required catch-up premium contribution(s) will be deducted from the first paycheck the employee receives upon returning to paid status unless other repayment arrangements have been made.

- 17.4.1. Employees who become ineligible for participation in City benefit plans will have the right to continue coverage on a self-pay basis in accordance with state and federal law and/or as described in this labor Agreement.
- 17.4.2. Percentage of City Contribution based on employee status. The amount of contributions which the City will make on behalf of regularly appointed employees for medical, dental, vision and life insurance benefits shall be as follows:

Regularly Scheduled Hours Per Pay Period	Percentage of Employer Contribution
40 – 45	50%
46 – 55	63%
56 – 63	75%
64 – 71	88%
72 – 80	100%

- 17.5.1. The percentage of benefits paid shall be based on whether an employee is actively employed in an eligible job class and is in paid status.

17.6. **City/Employee Contributions**

- 17.6.1. High Deductible Health Plan (HDHP) effective Plan Year July 1, 2017. Beginning with Benefit Plan year July 1, 2017, and effective in subsequent plan years, the City shall contribute one hundred percent (100%) of the medical and vision rates and ninety-five percent (95.0%) of the dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council, for regular full-time employees who elect the HDHP. Each regular full-time employee who elects the HDHP shall contribute five percent (5.0%) of the dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council.
- 17.6.2. Self-Insured Medical Plan or Kaiser Plan effective Plan Year July 1, 2018. Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, the City shall contribute ninety-five percent (95.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council, for each regular full-time employee who elects the Self-Insured Medical Plan or the Kaiser Plan; provided that the employee has received a preventive health care examination within the prior two (2) full calendar years. Each regular full-time employee who elects the Self-Insured Medical Plan or the Kaiser Plan and who received a preventive health examination within the prior two (2) full calendar years shall contribute five percent (5.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council.
- 17.6.3. Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, the City shall contribute ninety percent (90.0%) of the medical, vision and dental rates adopted by the City

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

- 17.6.4. Beginning with Benefit Plan year July 1, 2018, and effective in subsequent plan years, newly hired full-time regular employees who elect the Self-Insured Medical Plan, or the Kaiser Plan will have one (1) full calendar year to receive a preventive health examination to retain the City's ninety-five percent (95.0%) contribution and the employee's five percent (5.0%) contribution in the subsequent plan year. The City shall contribute ninety percent (90.0%) and the employee shall contribute ten percent (10.0%) of the medical, vision and dental rates adopted by the City Council for the one party, two party or family enrollees (whichever applies), or any variation of the tiered rates recommended by the LMBC and subsequently approved by City Council, for each newly hired full-time regular employee who does not receive a preventive health examination within the first full calendar year of service.
- 17.6.5. Confirmation of meeting the preventative exam criteria will be sent from the provider to a third-party administrator. The third-party administrator will send the employee's name, birth date, and last four digits of the social security number to the City. No other information will be provided. The parties acknowledge that Kaiser requires a release of information to be signed allowing Kaiser to

release the information described above.

- 17.6.6. The City shall share all cost, savings, and participation data from the healthcare plan with the Labor Management Benefits Committee.
- 17.7. **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 Article 17.4.2 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 perpayday

- 17.7.1. Employees may elect to receive the cash payment as cash (subject to withholding). 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 of 2024, the annual composite rate is \$1594.00 per person.
- 17.7.2. Benefit coverage for domestic partners will continue. Availability of domestic partner benefit is subject to continuing availability from the City’s employee benefit insurance carriers. The Committee will recommend eligibility rules governing domestic partner benefit coverage to the City Council.
- 17.8. **Health Fund Reserves**
- 17.8.1. The Health Fund shall be maintained with adequate reserves to meet fund obligations.
- 17.8.2. 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.
- 17.8.3. Excess reserves shall remain in the Health Fund but shall be

subject to separate reporting to the committee.

- 17.8.4. 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.

17.9. Retiree and Survivor Benefits

- 17.9.1. The City shall make available to a retired employee and their eligible dependents, 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.
- 17.9.2. 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.

17.10. Life Insurance

- 17.10.1. 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.
- 17.10.2. The value of the policy shall be no less than \$50,000 and if greater, shall be such amount as established by the City Council upon the recommendation of the Labor/Management Benefits Committee.

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

17.11. Federal and State Health Legislation

17.11.1. 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.

17.12. Disability Insurance

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

17.13. **Domestic Partners.** For purposes of this agreement, the phrase "domestic partners" shall be as defined by the Labor-Management Benefits Committee.

Article 18. Sick Leave

18.1. The City will continue for the life of this Agreement to provide its employees with the sick leave plan and program presently in effect, except as modified as follows: Regular employees, including those in probationary status, shall be eligible for use of earned sick leave after ninety (90) days service with the City. An employee shall be entitled to use a maximum of four (4) consecutive workdays' sick leave without a signed doctor's certificate if the employee has accumulated not less than four hundred (400) hours of sick leave. Otherwise, the employee will be entitled to use a maximum of three (3) consecutive workdays' sick leave without a doctor's certificate. When a doctor's certificate is required, it will contain the date of treatment and the date the employee may return to work. All costs not covered by insurance such as co-pays for the above-mentioned doctor's certificate shall be paid

for by the City. If the City desires to verify the authenticity of a doctor's certificate, the employee may be required to furnish the doctor's name, address, and phone number. If the employee is aware that the condition will require more than two (2) days sick leave usage, the employee will inform their supervisor of the approximate time of return.

- 18.2. Time for medical and dental appointments will be charged against accrued sick leave. Employees may accumulate unlimited sick leave.
- 18.3. Employees may accumulate unlimited sick leave.
- 18.4. Prior to taking any disciplinary action concerning excessive sick leave, the supervisor will notify the employee that their sick leave usage appears to be excessive. The purpose of the notification is to allow the employee the opportunity to identify the specific reasons for the usage of sick leave, and to assist the employee in a cooperative effort to alleviate the cause of the problem. If the employee does not correct their behavior the City may proceed with progressive discipline.
- 18.5. The City may discipline an employee for misuse of sick leave.
- 18.6. Unprotected, unpaid sick leave may trigger a conversation as allowed by Article 18.4. Protected sick leave use under FMLA, OFLA, Paid Leave Oregon, ADA, Oregon State Sick Time Act, or any other Federal or State law is not subject to this provision.
- 18.7. **Non-Protected Dependent Sick Leave.** In situations where an employee's family member (spouse, domestic partner, parent, grandparent, grandparent-in-law, step child, child-in-law, grandchild, sibling, step sibling, step parent, step grandparent, sibling-in-law, parent-in-law, child, and equivalent relative of an employee with a domestic partner, and individuals related by close affinity, including relationships such as unmarried partners, household members, "chosen family", and any person with whom the employee has a significant personal bond that is like a familial relationship, regardless of biological or legal relationship) becomes ill or injured, the employee shall be permitted to use sick leave or other accrued leave to provide care. The employee shall be required to submit a doctor's certificate for any absence of three (3)

days or more within a period of five (5) working days. All costs not covered by insurance, such as co-pays for the above-mentioned doctor's certificate shall be paid for by the City.

18.8. Industrial Accident Leave

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

18.8.1.1. The Employee's base hourly rate will be multiplied by the number of regular hours in a pay period to determine the regular gross pay. From this amount the mandatory deductions of FICA and State and Federal withholdings based on the reported exemptions prior to the time of the accident will be deducted. The result will be the regular net pay amount that will be met with any combination of time loss pay, regular hours pay, and supplemental pay.

18.8.1.2. The total mandatory deductions in Step 1 above will be divided by the regular gross pay as calculated in Step 1 above. The result will be the worker's standard mandatory deduction rate.

18.8.1.3. The amount of net Supplemental Pay will be determined by taking the regular net pay from Step 1 above, subtracting Worker's Compensation time loss payments, then subtracting the product of gross pay from regular hours worked (including pay for approved time off) times one minus the worker's mandatory deduction rate determined in Step 2 above.

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

Gross Supplemental Pay =

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

- 18.8.1.6. The number of days of income supplement to which an employee is entitled shall be calculated by dividing the number of sick leave hours accrued by the employee at the close of the pay period preceding the date on which the injury or illness occurred by eight (8) and rounding up to the nearest whole number. Supplemental pay will be paid on a continuous basis until exhausted. If the employee's claim for Workers' Compensation benefits is accepted by the Risk Management Division, supplemental payments based upon sick leave accrued shall not be charged against the employee's sick leave balance.
- 18.8.1.7. This new method of computing Supplemental Pay will begin for all injuries reported after the approval of this agreement and for existing claims on the first day of the pay period following the approval of this agreement.
- 18.8.2. Upon hire, employees shall be credited with a total of fifteen (15) days of industrial accident leave. Such leave shall be available for time lost because of industrial injury for two years from the employee's date of hire. Such leave credits shall be used prior to the supplement outlined in subsection 18.8.1 above. Payments

made by the City under subsections 18.8.1 and 18.8.2 shall not be charged to accrued sick leave.

- 18.8.3. If an employee exhausts all benefits in 18.8.1 and 18.8.2 above, and remains employed with the City, the City shall maintain the employee's health and welfare insurance benefits for a period not to exceed twelve (12) months of the industrial accident leave, providing the employee was eligible for City-paid benefits at the time of the accident. The subject of waiver of premium for employees in this category will be referred to the Insurance Committee for review and report.

18.9. Sick Leave Utilization Upon Retirement

- 18.9.1. 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.

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

Article 19. Family and Medical Leave

- 19.1. **Family Medical Leave.** The City shall grant employees leave in accordance with the Federal Family and Medical Leave Act (FMLA), the Oregon Family Leave Act (OFLA), and Paid Leave Oregon (PLO) or Washington Paid Family and Medical Leave (WA PFML), and Human Resources Administrative Rules (HRARs). For purposes of family leave, the City agrees that "spouse" includes "domestic partner".
- 19.2. Any subsequent changes in the law or the Human Resources Administrative Rules will be incorporated into this Agreement. Specific rules and/or administrative procedures are available from the responsible Bureau administrator or the Bureau of Human Resources.
- 19.3. As allowed by law, during periods of leave covered by FMLA and/or OFLA ,

eligible employees shall be required to use accrued or accumulated paid leaves, including vacation and, when applicable, sick leave, prior to a period of unpaid leave of absence. The use of sick leave shall be governed by Article 18 except as indicated below in this Article.

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

19.4. **City Paid Parental Leave.** Per City Human Resources Administrative Rules, employees covered by this agreement may be eligible for City Paid Parental Leave. Should the provisions of the City Parental Leave HRAR change, the City and Union will meet to negotiate over the impact of the changes in accordance with ORS 2423.698.

State Paid Leave. Under Paid Leave Oregon (PLO) or Washington Paid Family and Medical Leave (WA PFML), employees may be eligible to take a leave of absence with partial or full-wage replacement provided by the State. Any subsequent changes in the law or Human Resources Administrative Rules, will be incorporated into this Agreement.

Article 20. Leave of Absence

20.1. **Funeral and Bereavement Leave.** In accordance with Human Resources Administrative Rule 6.08 – Funeral and Bereavement Leave, an employee absent from duty by reason of the death of their spouse, domestic partner, parents, children, foster children, children under legal guardianship sisters, brothers, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents-in-law, step-children, step-brothers, step-sisters, step-parents, step-grandchildren, step-grandparents, and the equivalent relatives of an employee with a domestic partner, or chose family, or for pregnancy loss shall be allowed no more than three (3) days' time off duty without deduction of pay on account of such absence. For Article 20.1 and its subsections, a day is equal to the employee's regularly scheduled work shift.

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

20.3. When employees attend a funeral ceremony for a fellow employee within their own bureau, they will be granted four (4) hours' time off with pay to attend such funeral ceremony, subject to the needs of the operation.

20.4. **Other Leaves of Absence**

20.4.1. **Time Off Without Pay.** With reasonable advance notice and with the consent of the City, employees may be permitted time off without pay; provided, however, that no time off or leave shall be granted for outside employment.

20.4.2. **Personal Leave of Absence.** The City may grant an employee a long-term leave of absence. Employees must use all appropriate accrued leave prior to going on unpaid leave except in accordance with the Administrative Rules on Family Medical Leave and Military Leave.

20.4.2.1. 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.

20.4.3. **Blood, Stem Cell, and Bone Marrow Donation 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.

- 20.4.4. **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.
- 20.4.5. **Military Leave.** Military leave shall be provided to employees in accordance with ORS Chapter 408 and Human Resources Administrative Rule 6.07 – Military Leave. 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.
- 20.4.5.1. **Reserve Military Leave.** Any employee serving in the National Guard or Reserve Military Forces shall be entitled to paid absence from duties not to exceed thirty (30) workdays in any federal fiscal year (October 1 through September 30), provided the employee is employed at least ninety (90) days prior to the leave. Employees are not required to take their leave in one block of time but may use the paid leave allowed under this rule over the course of the federal fiscal year.
- 20.4.5.2. In the event an employee's paid military leave is exhausted, the City shall continue employer contribution for medical, dental, and vision coverage, with no changes for employees ordered to military service for the first sixty (60) days of unpaid military leave. If the employee is ordered to federal military service which is eligible to receive coverage, the employee will notify the City and City paid coverage for the employee will terminate one the thirty-second (32nd) day of unpaid leave or the effective date of the military paid coverage, whichever is later. Employee premiums for covered months will be deducted from the final paycheck prior to military leave. If the City is unable to deduct prior to leave, payroll

deductions for missed premiums will occur on the first available paycheck upon an employee's return from military leave.

- 20.4.6. **Search and Rescue Operations and Disaster Relief.** Per Human Resources Administrative Rule 6.11, employees covered under this Agreement may be eligible to participate in a search or rescue operation at the request of any law enforcement agency, the state Office of Emergency Management or the United States Forest Service. Employees are subject to the rules and eligibility requirements of the HRAR. Should the provisions of HRAR 6.11 change, the City and the Union will meet to negotiate over the impact of the change(s).

Article 21. Jury Duty and Witness Pay

- 21.1. All employees shall be granted leave with pay and without loss of any benefits of their employment, to serve as a juror in State or Federal court or witness because of their official duties in response to subpoena or similar service issued out of a State or Federal Court, subject to the following provisions:
- 21.1.1. All employees granted such leave or receiving witness fees shall pay all money received for their service as a juror or witness to the City Treasurer, less any travel allowance received.
- 21.1.2. Where the employee is required to serve as a juror or witness on a scheduled day off or vacation day, and such day cannot reasonably be rescheduled, they may retain the fee paid for service as a juror or witness on their day off or vacation day.
- 21.1.3. If an employee is subpoenaed to appear on a civil or criminal case as a consequence of their official duties while on their off duty time; they shall receive a minimum of four (4) hours at the overtime rate, and if more than four (4) hours, they shall receive overtime pay for the time actually spent in court rounded to the next hour, and they shall be allowed to retain the witness fee.

- 21.1.4. If an employee is not on a Monday through Friday day-shift schedule, and is required to serve as a juror, the employee shall be rescheduled to a Monday through Friday day shift for the duration of their jury duty. The overtime provisions of this Agreement shall not apply to an employee undergoing a shift change to go on or come off jury duty.
 - 21.1.5. If an employee granted leave under this Article is excused from service as a juror or witness with more than two (2) hours remaining in their work shift, they shall notify their immediate supervisor and shall report to work the remainder of their shift if their immediate supervisor requests them to do so. For this Article, the employee shall be considered as working the normal day shift.
- 21.2. **Immigration and Citizenship Leave.** An employee may use up to forty (40) hours of paid leave per fiscal year to address immigration or citizenship matters for themselves or members of their family in their immediate household. This includes, but is not limited to, attending meetings with immigration or criminal defense attorneys, state or federal criminal court proceedings, deportation hearings, or other events bearing on the subject individual's legal resident, immigration, or citizenship status.
- 21.2.1. An employee who has used forty (40) hours of paid leave covered under Article 21.2. and has exhausted all other vacation, compensatory time, personal holiday, and deferred holiday hours leave, but who needs additional leave for the purposes described above to address immigration and citizenship matters, shall be granted an unpaid leave of absence under Article 20.4.1.
 - 21.2.2. The City will require written documentation corroborating the dates of the requested Immigration and Citizenship Leave.

Article 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 Commitees.** 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, and cooperate with a safety representative of the City who shall be an ex-officio member of such committee. The employees designated for this committee shall be employees who have knowledge of practices of the operations and who have worked for the City a minimum of one (1) year. The functions of such a committee shall be advisory only. Commitees in the City's maintenance and field operations work units shall meet once a month with meeting minutes prepared by management and a copy thereof furnished to the Unions. Other commitees 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 manger or supervisor 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.

- 22.5. **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 an unsafe condition exists. If unable to reach a mutual agreement on the matter, the supervisor may decide on the matter. However, if the employee is not satisfied with the decision, the employee shall be allowed time to telephone the City's Safety Officer and if they are unavailable, the Workers' Compensation Board, to request an immediate investigation of the matter.
- 22.5.1. 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.
- 22.5.2. The City shall furnish sanitary facilities at all temporary work sites or shall provide transportation when available.
- 22.5.3. Any condition which the Unions believe is a violation of reasonable sanitation practices may be taken up through the grievance procedure at Level Two (Article 36.3.5).
- 22.6. **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 to 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 when soap and water are not available.
- 22.7. **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.

- 22.8. 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.
- 22.9. The City shall provide a traffic-safe outer garment to employees required to work in streets open to traffic.
- 22.10. **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. 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.
- 22.10.1. 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.

22.11. Drivers/Commercial Driver's 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.

22.11.1. 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).

22.11.2. 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.

22.11.3. **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-(30) day accommodation period, the bureau may transfer the employee to a non-driving assignment in the same or lower job classification or lay off the employee, at the bureau's sole discretion. If the employee receives a valid license within ninety (90) calendar days after the loss of the license, the employee will be returned to work. If the employee receives a valid license after ninety (90) calendar days after the loss of the license, the employee will be subject to recall under the provisions of Article 14. The bureau will, at the request of the employee, provide the employee with a letter that verifies the employee's work location and schedule for the purpose of providing the employee with necessary documentation to obtain an occupational license. If an employee obtains an occupational license, the City's Risk Manager will review and determine whether to allow the employee to continue

to operate city vehicles.

22.11.4. **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.

22.11.5. Reporting the loss of a license shall have no bearing on whether there is just cause for discipline.

22.11.6. **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 employee's 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:

22.11.7. **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 they are 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.

- 22.11.8. **Extended Initial Accommodation.** If the employee does not have a valid and current medical certification at the end of the thirty (30) day initial accommodation period, and if the bureau can continue to provide placement in an assignment where CDL-vehicle operation duties can be temporarily avoided without adverse impact to the bureau efficiently completing its scheduled work, the employee shall be assigned accordingly. If at any point after thirty (30) days, however, continuation of the same or other accommodation cannot be made without adverse impact, the bureau may transfer the employee to another assignment in the same or lower job classification or may lay the employee off. If transfer is made to an assignment in a lower job classification, the employee shall be temporarily demoted until reassigned in their previous classification with no loss of seniority.
- 22.11.9. **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.
- 22.11.10. **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, they may be laid off at the bureau's sole discretion.

- 22.11.11. **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 they are 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.
- 22.11.12. **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.
- 22.11.13. **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.
- 22.11.13.1. If, however, an employee has a second lapse or loss within four (4) years where the employee cannot establish that

they are 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, they may be laid off at the bureau's sole discretion.

- 22.11.14. **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.
- 22.11.15. **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.
- 22.11.16. **Reasonable Suspicion of Drug or Alcohol Use.** For the purposes of determining Reasonable Suspicion the City prefers two supervisors observe and document behavior, however, if two are not available then one supervisor may act.
- 22.11.17. For purposes of this Article, the following definitions apply.
- 22.11.17.1. **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.
- 22.11.17.2. **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.
- 22.11.17.3. **Drugs:** any controlled substance included in ORS 475.005,

including marijuana, or prescribed drugs which have not been legally obtained or are not being used for the purpose for which they were prescribed.

22.11.17.4. **Drug paraphernalia:** any item which is clearly intended for use for the administering, transferring, manufacturing, testing, or storing of a drug.

22.11.18. 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:

22.11.18.1. on-duty use or possession of alcohol;

22.11.18.2. on-duty use or possession of drugs or drug paraphernalia;

22.11.18.3. on-duty odor of alcohol;

22.11.18.4. on-duty physical symptoms of drug or alcohol use (e.g., glassy or bloodshot eyes, slurred speech, poor coordination or reflexes);

22.11.18.5. on-duty indications of chronic and/or withdrawal effects of alcohol or drugs;

22.11.18.6. pattern of abnormal conduct, erratic behavior or deteriorating work performance which can be reasonably attributed to alcohol or drug use.

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

submit to such tests shall subject an employee to discipline up to and including termination. Refusal to consent and submit means:

- 22.11.19.1. refusing a directive to submit to a required test;
 - 22.11.19.2. inability to provide a urine specimen or breath sample without a valid medical reason confirmed by a physician;
 - 22.11.19.3. tampering, adulterating, or substituting a specimen or any other attempt to defeat or obstruct an alcohol or drug test;
 - 22.11.19.4. leaving the collection site before the testing process is complete;
 - 22.11.19.5. failing to permit an observed collection when required;
 - 22.11.19.6. failing to submit to a second test when required;
 - 22.11.19.7. failing to undergo a medical evaluation when required;
 - 22.11.19.8. failing to cooperate with any part of the testing process.
- 22.11.20. When an employee is notified that testing is required, the employee may request the presence of a Union representative. Testing may not be delayed for more than 15 minutes to wait for a representative. The absence of a representative shall not be grounds for the employee to refuse to consent and submit to testing. The presence of a representative shall not disrupt or interfere with the tests.
- 22.11.21. For purposes of drug testing, the City will use the Department of Transportation concentrations described in Rule 49 CFR Part 40 Section 40.87. The parties recognize that urinalysis testing for marijuana metabolites and THCA does not provide conclusive evidence of employee intoxication at the time of the test.

Article 23. Union Representation

- 23.1. **Union Activities.** The parties agree to the primary principle that Union activities will normally be carried on outside of working hours. It is recognized that from time to time it will be necessary for the investigation and settlement of grievances to be carried on during working hours. Where such activities are necessarily or reasonably to be performed on City time, they may be done without loss of pay to the employees involved provided, however, such activities will be limited to the designated representatives having direct responsibility for them. Designated representatives shall notify their immediate supervisors indicating the nature and expected duration of such absence. If the time cannot be granted due to operational necessity, the responsible supervisors shall arrange in a timely fashion for a mutually satisfactory time to perform the requested activity.
- 23.2. **Designated Representatives.** A designated representative is a public employee who is designated by the exclusive representative (Union) as a representative for the employees of the bargaining unit in the manner required under this article. Such designated representatives may be granted reasonable paid time to perform the activities listed in Article 23.4. Designated representatives are also eligible for Union Leave, Union Paid time and unpaid Release Time under a leave of absence as provided in the article.
- 23.3. **List of Designated Representatives.** The exclusive representative may identify bargaining unit members to serve as designated representatives for the duration of the contract. Each Union affiliate may identify up to ten percent (10%) of their bargaining unit as designated representatives. The exclusive representative shall submit the list of designated representatives to the City within thirty (30) days of ratification of this Agreement and will update the list quarterly. Only individuals identified as designated representatives on the Union list are entitled to engage in union activities on City paid time or receive an unpaid leave of absence under Release Time.
- 23.4. **Designated Representative Activities.** Designated representatives may engage in the following activities during their regularly scheduled work

hours without a loss in compensation, seniority, leave accrual or any other benefits:

- 23.4.1. Investigate and process grievances and other workplace-related complaints on behalf of the exclusive representative;
 - 23.4.2. Attend investigatory meetings and due process hearings involving represented employees;
 - 23.4.3. Participate in or prepare for proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board;
 - 23.4.4. Act as a representative of the exclusive representative for employees within the bargaining unit for purposes of collective bargaining;
 - 23.4.5. Attend labor-management meetings held by a committee composed of employers, employees, and representatives of the labor organization to discuss employment relation matters;
 - 23.4.6. Provide information regarding a collective bargaining agreement to newly hired employees at employee orientations or at any other meetings that may be arranged for new employees;
 - 23.4.7. Testify in a legal proceeding in which the public employee has been subpoenaed as a witness;
 - 23.4.8. Perform any other duties agreed upon by a public employer and an exclusive representative in a collective bargaining agreement or any other agreement.
- 23.5. **Reasonable Paid Time.** Designated representatives may spend reasonable paid time conducting the designated activities in Article 23.4. Reasonable time shall not exceed 1,040 hours in a fiscal year to be used among all designated representatives and across all affiliates. The City will provide to

the Union a quarterly report to show the amount of City paid time used by the designated representatives. If the City and the Union disagree whether a designated representative's reasonable time appears excessive, the parties will meet and attempt to resolve their differences. If the City and Union cannot resolve their concerns, the case may proceed through mediation or the grievance process starting at Level Two.

23.5.1. Additional hours of reasonable time shall be granted to the Union's designated representatives participating on the Union's bargaining team during successor negotiations. The total number of additional hours shall be mutually agreed upon prior to the start of the first session of successor negotiations.

23.5.2. Designated representatives shall receive no overtime pay for performing their designated activities under Reasonable Paid Time.

23.6. **Designated Representatives.** It is recognized by the City that designated representatives are desirable for the proper administration of the terms of this agreement. The City also recognizes that it is desirable that the people designated as representatives shall receive their fair share of the work that they are qualified to perform. In no event shall the City discriminate against designated representatives in the matter of layoff or rehires or discharge them on account of the proper performance of their designated representative duties.

23.7. The Unions shall have the right to take up any disciplinary action brought against a designated representative by the City as a grievance at Level Two of the grievance procedure, and the matter shall be handled in accordance with this procedure through arbitration, if deemed necessary by either party.

23.8. **Consultation, Negotiations and Meetings.** Consultation, negotiations, and meetings with the City representative will be carried out at times mutually acceptable, and each party shall in good faith endeavor to perform such activities at a time which will not unreasonably inconvenience the other nor detract from the City's work operations. Where such issues impact

more than one employee in a workgroup or bureau, no more than one employee spokesperson may attend on City time from each workgroup or bureau.

23.8.1. Meetings for the purpose of discussing disciplinary action under Article 35.1, will be held as promptly as possible, usually within two (2) working days, unless compelling reason requires an extension of time of up to an additional two (2) working days of the request for such a meeting.

23.9. **Union Access.** The City shall provide the exclusive representative, including all designated representatives of the Union, with reasonable access to employees within the bargaining unit. Reasonable access includes:

23.9.1. **New Employees:** Reasonable access includes the right to meet with employees new to the bargaining unit within ninety (90) calendar days of their employment for a period of at least thirty (30) minutes during the City's new employee orientation or an individual or group meeting if the employee does not attend the City's orientation. For individual or group meetings, the Union will notify the City in advance so the City can release the employee(s) to attend and, if the time is not operationally feasible, will work with management to arrange an acceptable time to meet.

23.9.2. **Regular Employees:** For all employees, reasonable access includes, but is not limited to, the right to meet with employees during regular working hours at their work location to investigate and discuss grievances, workplace concerns, and other matters relating to their employment, provided the meetings do not interfere with the City's operations.

23.9.3. The City will provide the exclusive representatives with a daily access pass for the Portland Building and any other City owned buildings to conduct Union business consistent under Article 23. For bureaus with leased properties, secured facilities or campuses, the exclusive representative will contact Bureau management or the assigned Human Resources Business Professional in advance

to receive access.

- 23.9.4. **Use of City Facilities and Technology.** The exclusive or designated representative may use the City's facilities, whether owned or leased, including conference rooms, for the purposes of conducting meetings with or for represented employees in the bargaining unit before or after work hours, during meal periods, and during any other break periods. The use of facilities shall be arranged at least twenty-four (24) hours in advance to ensure available space.

The exclusive representative may use the City's electronic mail or other similar communication systems to communicate with bargaining unit members regarding collective bargaining, the investigation of grievances or other disputes, matters relating to employment relations, or matters involving the governance or business of the union. Consistent with City policy, users of the City's information technology systems should have no expectation of privacy.

- 23.10. **Union Leave, Union Paid Time.** Authorized union representatives, upon written requests from the Union, shall be given time (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 time to a maximum of five (5) 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 Executive Board meetings, Membership meetings, conferences, training, and workshops pertaining to collective bargaining, arbitration, or 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 benefit costs associated with this time. Effective with this Agreement, the rate of reimbursement is 134.98% of the employee's normal hourly wage and includes 26.12% for PERS, 6.2% for SSI, 1.45% for Medicare, and 0.8237% for Tri-Met and 0.4% for Paid Leave Oregon. Should the wage-driven benefits cost change, the City will provide written documentation of the change to the Union. All Union Leave, Union Paid

time will be counted as hours worked for FMLA/OFLA calculation. Such paid leave shall be counted as leave without pay in the calculation of eligibility for City-paid health benefits as provided in Article 17.

23.11. Long Term Leave of Absence (Release Time). If 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 their duties with the City to represent the 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 of absence shall be based on the time an employee is elected or appointed to represent City of Portland union members.

23.11.1. Termination of Release Time. An exclusive representative or a designated representative may terminate a period of release time authorized under this article at any time for any reason.

23.11.2. Return to Work. At the conclusion or termination of a period of release time granted to a designated representative under this article, the designated representative shall have a right to reinstatement to the same position and work location held prior to the commencement of the release time or, if not feasible, to a substantially similar position without loss of seniority, rank, or classification. The City will return an employee who has terminated their release time to paid employment within fourteen (14) business days of written notice from the employee or the union.

23.12. The City shall invoice the Union on a quarterly basis for reimbursable loss time. Invoices shall be provided within six (6) months of the end of the billable quarter. The Union shall have thirty (30) days from receipt of the invoice and billing report to review for any discrepancies. The Union will reimburse the City within sixty (60) calendar days of receipt of the invoice, or thirty (30) days from receipt of the corrected invoice.

23.13. Employee Rights. The City agrees not to interfere with the rights of employees to become members of the Union, and there shall be no

discrimination, interference, restraint, or coercion by the City or any City representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause, provided that such activity shall not interfere with employees in the performance of their duties.

23.13.1. There shall be one official personnel file maintained by the Bureau of Human Resources. Upon signing this Agreement, all future disciplinary actions will be maintained in the official personnel file. An employee shall be allowed to examine their personnel file upon request. Employees will be notified of any information placed in their personnel file. Nothing herein shall preclude bureaus from maintaining unofficial personnel files.

23.13.2. Records of oral or written reprimand not involving other disciplinary action shall be removed from an employee's personnel file after one year, on the employee's request, provided in the judgement of the City, the employee has taken corrective action and has received no other disciplinary actions. Approval to remove such material from the file shall not be unreasonably withheld.

23.13.3. All written working rules or regulations affecting the working conditions of any employee covered by this Agreement shall be made available upon request to the Unions. The Union and the City shall meet immediately on any rule or regulation which tends to conflict with this Agreement. It shall also be the responsibility of the City to inform employees of all rules and regulations which affect them as an employee.

23.14. **Labor Management Committee.** The parties agree to continue their commitment to currently established Labor Management Committees for the duration of this labor agreement.

23.15. The City shall furnish bulletin boards in places mutually satisfactory to the City and the Unions. Such bulletin boards are to be used by the Unions to post notices of interest to the employees.

23.15.1. Such notices shall be signed and in good taste and shall not reflect on the integrity or moves of any individuals, City Bureaus, or activities.

23.15.2. If the City believes that a notice does not meet the criteria specified in Article 23.15, it will notify the Union. Upon such notification, the Union will remove the notice. If the City and the Union disagree whether a notice meets the criteria specified in Article 23.15, they will meet and attempt to resolve their differences. If the City and the union still cannot agree, the union may file a grievance. If the matter is eventually referred to arbitration through the grievance process, the issue before the arbitrator will be whether the notice met the criteria specified in Article 23.15. If the arbitrator determines that the criteria of 23.15 have been met, the notice will be re-posted.

Article 24. Pay Day

- 24.1. Payday shall be biweekly and in no case shall more than six (6) days' pay be held back. Employees shall be paid prior to the end of their assigned shift.
- 24.2. Employees that are laid off, quit, or are discharged, shall receive their pay in compliance with State law.
- 24.3. Upon request by the employee the City will make any earnings-related payroll data not regularly provided on the pay stub available to the employee without unreasonable delay.
- 24.4. Prior to implementing direct deposit, the Union and City will meet to review the procedures and reporting requirements for direct deposit.

Article 25. Strikes & Lockouts Barred

- 25.1. There shall be no lockouts on the part of the City, nor suspension of work on the part of the employees. This agreement is a guaranty that for its duration there will be neither strikes, picketing nor lockouts, and that all complaints, grievances or disputes arising under its provisions will be

settled pursuant to its grievance procedure. Employees covered by this Agreement shall not be used to perform work which is normally performed by striking employees.

- 25.2. If employees encounter a labor dispute picket line at an assigned work location, the employees shall immediately contact their supervisor. The City and the employee's union shall confer about appropriate actions to ensure employee safety and the completion of City work.
- 25.3. ORS 243.732 provides that public employees, other than those engaged in a non-prohibited strike, who refuse to cross a picket line shall be deemed to be engaged in a prohibited strike.

Article 26. Maintenance of Standards

- 26.1. Standards of employment related to wages, hours and working conditions which are mandatory for collective bargaining except those standards modified through collective bargaining shall be maintained at not less than the level in effect at the time of the signing of this Agreement. Any disagreement between the union and the City with respect to this section shall be subject to the grievance procedure.
- 26.2. Notwithstanding the provisions of Article 26.1, the parties agree that the private use of public resources (e.g., facilities, services, equipment, tools, computers, technology, etc.) by individual employees is a matter of managerial discretion. The DCTU agrees that the City retains the right to establish policies governing the private use of City resources by employees and that the City may change, modify, or discontinue these policies at any time, without further bargaining, with fourteen (14) days written notice. These policies shall not be subject to the grievance procedure.

Article 27. Wage Scales

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

- 27.2. **City Initiated Classification Changes.** Before reclassifying any DCTU represented position, proposing a new classification in a DCTU represented series, or abolishing any DCTU represented classification, the Human Resources Director, or designee, shall notify the Unions affected by the proposed reclassification, creation, or abolition, and discuss the effect thereof.
- 27.2.1. If the City reclassifies any represented bargaining unit position(s), and there is a disagreement over whether the new classification remains in the bargaining unit or over representation of the new classification, the parties will meet, within 10 working days or (14) calendar days to attempt to resolve the matter by mutual agreement prior to resorting to the procedures in the Public Employees Collective Bargaining Act.
- 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 employees.
- 27.5. Granting of Status shall be permitted when an employee working in the following classifications (Electronics Technician 1: Communications, Electronics Technician II: Communications, Instrument Technician Apprentice, Electrical Inspector, Plumbing Inspector, Electronics Technician I: Traffic Signal, Electronics Technician II: Traffic Signal, Facilities Worker, Facilities Maintenance Specialist, Operating Engineer I) and is reclassified within the classification series. Then the incumbent shall be granted status in the position when the following criteria are met:

- 27.5.1. Management requests to grant status when going through the position reclassification process; and
- 27.5.2. The employee being granted status meets the qualifications for the new classification within the series.
- 27.5.3. Granting status shall not be allowed for any employee working out of classification per Article 11.

27.6. Wage Rates for New Classifications

- 27.6.1. 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.
 - 27.6.2. 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.
- 27.7. PERS/OPSRP.** The City agrees to maintain its membership in the State of Oregon Public Employees Retirement System (PERS)/Oregon Public Service Retirement Plan (OPSRP). The City shall "pick-up", assume and pay a six percent (6%) average employee contribution to the Public Employees Retirement Fund and the Oregon Public Service Retirement Plan for the employee members then participating in the Public Employees Retirement System. Such "pick-up" or payment of employee member contributions to the system shall continue for the life of this agreement and shall also be applicable to employees who first begin to participate in the system on and after July 1, 1980, to the termination of this Agreement.

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

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

27.8. **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.

Article 28. Recoupment of Overpayment/Underpayments

28.1. **Overpayments.** If an employee receives wages or benefits from the City to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, and regardless of when the overpayment occurred, the employee will repay the City. The City will provide the employee with written notification of the overpayment, including information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid.

- 28.1.1. Overpayment amounts may be recovered by payroll deduction. 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.
 - 28.1.1.2. Where the payroll deduction process is utilized, the employee and City, and the Union if requested by the employee, shall meet, and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.
 - 28.1.1.3. If there is no meeting held or otherwise a mutual agreement on repayment at the end of the thirty (30) calendar day period, the City shall implement the repayment schedule stated in 28.1.3 below. The parties may extend the thirty (30) calendar day period by a mutual written agreement.
- 28.1.2. The employee may elect to repay the City for the total amount owed via cash or check in one payment.
- 28.1.3. If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves City service before the City fully recovers the overpayment, the remaining amount may be deducted from the employee's final paycheck. Alternate repayment plans may be allowed under this section pending approval by the Human Resources Director.
- 28.1.4. An employee who disagrees with the City's determination that an

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

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

28.2. **Underpayments.** In the event the employee does not receive the wages or benefits to which the employer agreed the employee was entitled, the City shall correct any such underpayment.

28.2.1. 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.

Article 29. Tools

29.1. Employees shall furnish replacements of tools lost, worn, or broken on the job. The City will continue to provide replacement in accordance with past practices for tools that are stolen, provided the employee files a police report. Employee tools must be properly secured when not in use.

29.2. Effective July 1, 2025, regular full-time employees who are in the classifications listed below and who are represented by IAMAW District Lodge 24 will be eligible for a tool allowance of \$1500 per fiscal year for tools that the employees normally use in their regular duties with the City. Necessary tools purchased for City work with the allowance will be used to repair City Vehicles and Equipment and are intended to be routinely available for use at the employee's work site.

29.3. The tool allowance payment will be made in the form of a separate payment. The first \$1500 payment will be paid to the employee following ninety (90) days

of employment. All subsequent \$1500 tool allowance payments will be paid during the second pay period of the fiscal year.

29.4. Classifications eligible for the allowance:

Vehicle and Equipment Mechanic Trainee (Job ID 30000130)

Vehicle and Equipment Mechanic (Job ID 30000131) Vehicle and Equipment Mechanic, Lead (Job ID 30000132)

- 29.5. **Tool Inventory.** The City's classification specifications for the jobs listed in Article 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. 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 encouraged to keep a detailed inventory of their tools in the event of workplace theft or catastrophic loss. The City may reimburse an employee for the loss or damage of personally owned tools in the workplace. The employee must not be at fault for the loss or damage to be eligible for reimbursement.

Article 30. Clothing

- 30.1. 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 Article 22.10.1.
- 30.2. The City agrees to continue furnishing and replacing any uniforms, protective or safety clothing, and equipment that is needed by the employee to perform their duties. In addition, the City shall provide an allowance to employees of \$350.00 per fiscal year for their purchase or replacement of safety shoes, rain gear, or insulated clothing needed by the employee to perform their duties. The City shall provide additional PPE required for employees to complete the task for which they are performing.

Such payment will be made on the second paycheck in the fiscal year or the second paycheck following new employment.

- 30.3. Employees who work in hot asphalt will be furnished safety shoes on a replacement basis as needed, but 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.
- 30.4. For employees who are required to wear safety glasses, the City will reimburse the employee for the purchase of prescription safety eyewear up to a maximum of \$200 per pair of glasses per fiscal year. This reimbursement shall be paid within 30 days of complete and proper submission using the employee's bureau's reimbursement form including an itemized receipt. Employees may purchase prescription safety eyewear from any source they choose.
 - 30.4.1. Employees who wear prescription eyewear are required to wear protective eyewear supplied by the City or prescription safety eyewear. To ensure employee safety, the employee will be issued non-prescription eyewear to be worn over prescription glasses until prescription eyewear has been received. New employees will be provided non-prescription safety glasses on their first day of work. New employees with a current prescription will be eligible immediately for reimbursement.
 - 30.4.2. The City maintains the right to specify the standards for non-prescription safety glasses. Further, prescription glasses shall conform in all respects to the Occupational Safety and Health Standards 1910.133 Eye and Face Protection.
- 30.5. A temporary employee, as defined in Article 1, shall be paid for safety shoes and prescription safety eyewear under this Article.

Article 31. Unemployment Compensations

- 31.1. The City shall place all the employees in the bargaining unit under the Unemployment Insurance Program of the State of Oregon.

Article 32. Training, Schools, and Conventions

- 32.1. In making determinations as to personnel who shall attend conventions or schools, the City will consider personnel covered by this Agreement when it finds that attendance by such employees will appreciably add to their ability to perform their duties to an extent deemed by the City to be economically justifiable.
- 32.2. The City and the Unions recognize the City of Portland Trade Apprenticeship Committee and the City of Portland Trades Training Committee as the official apprenticeship and training committees for the classifications covered by this Agreement.
- 32.3. Represented employees selected by the City to attend job-related training will be compensated on the same basis as other employees for wages, per diem and the costs of training and transportation.
- 32.4. Where the City requires certification of certain employee skills and the certification requirement did not exist at the time of employment in the classification, the City will pay the initial costs incurred in the certification. Present practices relating to the City assuming costs relating to employee certification will be continued. Drivers' License and endorsements are excluded from this provision.
- 32.5. When new equipment is obtained by the City and falls within an existing classification but is significantly different from existing equipment, the City will offer the opportunity for on-the-job training to those required to operate the new equipment.

Article 33. Professional Development Fund

- 33.1. The Unions and the City mutually recognize the benefit of professional development for members of the Unions. To accomplish this:
- 33.2. The City shall fund a Professional Development account in the amount of \$50,000 per fiscal year.
- 33.3. Effective for the fiscal year 2025-2026 fund, all unexpended account

monies will be carried over and added to the fiscal year 2026-2027 fund. In subsequent fiscal years of the Agreement, any unexpended account monies up to \$10,000 shall be carried over and added to the next fiscal year's fund. If, at the end of a fiscal year more than \$10,000 remains in the fund, the entire unexpended account monies shall be returned to the City.

- 33.4. Administrative assistance for administering the fund up to \$8,800 of the funds annually may be deducted from the fund to cover those costs provided. In addition, the City will confer with the DCTU about measures to reduce these administrative costs and implement measures as agreed.
- 33.5. Monies from this account may be used by an employee for any of the following, provided it pertains to their current position, or is reasonably related to work or services provided by the City:
 - 33.5.1. Fees and/or tuition to professional development seminars, classes, workshops, and conferences.
 - 33.5.2. Books, tapes, videos, and software that may assist employees in their professional development. Items such as these must be turned over to the Bureau upon separation from the City.
 - 33.5.3. Licenses, certifications, and professional dues not paid by the employee's bureau.
 - 33.5.4. Up to \$10,000 from this fund, per fiscal year, may be utilized to hire consultants or coaches to work one-on-one with employees on career development activities.
- 33.6. The account shall be administered by a four (4) member Professional Development Committee. Two (2) members of the Professional Development Committee shall be appointed by the DCTU and two (2) members by the Director of the Bureau of Human Resources.
- 33.7. The Bureau of Human Resources will establish accounting procedures for the fund in accordance with all applicable Federal, State, and Municipal Laws.
- 33.8. Professional Development Committee decisions shall be made by

consensus. The Committee shall establish committee decision-making processes and criteria for approval of Professional Development requests.

33.9. Release time to attend professional development seminars, classes, workshops, and conferences shall be subject to approval by the City, which shall not be unreasonably denied when the training is directly related to the employee's City job or is reasonably related to work or services provided by the City.

33.10. Except for the City funding of this program, Article 33 is not subject to the grievance procedure.

Article 34. Evaluations/Counseling

34.1. Private discussions, evaluations, or counseling may be used to review or evaluate employee performance or conduct and are not considered disciplinary action. Private discussions, evaluations or counseling are intended to acknowledge employee performance, identify standards of performance and behavior, and should result in reviewing employee progress in meeting identified standards of performance and behavior.

34.2. An employee shall receive a copy of any employee evaluation report, and management will receive acknowledgment that the employee has received such report. Any rebuttal to an employee's evaluation report shall be, upon request of the employee, attached to the evaluation report and placed in the employee's personnel file. Such rebuttal must be filed within fifteen (15) workdays following receipt of the evaluation report. Performance evaluations will be subject to the grievance procedure only when they are used as the basis for discipline or if an employee is claiming a factual misrepresentation.

34.3. One-on-one discussions, evaluations or counseling by supervisors do not require the presence of a Union representative.

34.4. The parties agree that all meetings under this Article will be conducted in a professional manner and in a spirit of mutual respect.

Article 35. Discipline and Discharge

- 35.1. Disciplinary actions or measures shall include only oral warning, written reprimand, demotion, suspension, and discharge. Disciplinary action or measures may be imposed only for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.
- 35.2. If the parties agree, a Performance Improvement Plan (PIP) may be used in place of the disciplinary steps prior to discharge in cases of employee performance problems. The content of the PIP will be mutually agreed upon and either parties' offer or refusal to agree to a PIP shall not be used against them in the grievance procedure.
- 35.3. If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. If the City has reason to discuss any disciplinary action or the possibility of any disciplinary action, the employee shall be given the option of having a Union representative present at any such discussion. Written disciplinary actions shall not be posted; however, this does not preclude management from notifying other management and employees when restrictions are applied to an employee because of discipline.
- 35.4. **Discharge, Demotion and Suspension.** The City shall not discharge, demote, or suspend employees without just cause who have completed their probationary period as provided in Article 1.1.1. If, in any case, the City feels that there is just cause for discharge, demotion, or suspension, the employee involved and the appropriate Union shall be provided with a written notice of proposed discipline seven (7) calendar days before the effective date. Such notification shall state the nature of the offense for which the employee is being discharged, demoted, or suspended, in detail, specifying dates, locations, and the particular nature of the offense committed by the employee and the right to respond to the authority proposing such action either orally or in writing prior to the effective date of proposed discipline.
- 35.5. Records of oral or written reprimand not involving other disciplinary action,

shall be removed from an employee's personnel file after one year, on the employee's request, provided in the judgment of the City, the employee has taken corrective action and has received no other disciplinary actions. Approval to remove such material from the file shall not be unreasonably withheld.

- 35.6. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all rights and conditions of employment unless otherwise stipulated by mutual agreement or otherwise specified in the grievance procedure or by an arbitrator under the grievance procedures hereinafter set forth.
- 35.7. Just cause provisions of this section do not apply to temporary employees, as defined in Article 1.
- 35.8. Upon separation, discipline, or discharge, a temporary employee as defined in Article 1, may write a statement which will be maintained with the employee's official records on file in the Bureau of Human Resources.

Article 36. Grievances, Complaints and Arbitration

- 36.1. To promote better City-employee relationships, all parties pledge their immediate cooperation to settle any grievances or complaints that might arise out of the application of this Agreement, and the following procedure shall be the sole procedure to be utilized for that purpose. The parties further agree that all meetings under this procedure will be conducted in a professional manner and in a spirit of mutual respect consistent with mutual resolution of grievances arising under this Agreement.
- 36.2. If there is a breach of any provision of this Agreement affecting a group of employees, or if the breach of any provision of this Agreement is the result of an agreement reached between the City and an employee without the approval of the Union involved, the Union shall have the right to take up such breach with or without the consent of the employees or employee involved.
- 36.3. **Procedure**

36.3.1. **Time Limits.** It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Failure by the City to respond in writing within the time limits at each level shall render the grievance automatically appealed to the next level in the grievance procedure. Failure by the Union to advance the grievance to the next step within the time limits at each level will render the grievance abandoned. The Union will advise the appropriate individual at the next level within a reasonable period.

36.3.2. **Informal Level.** Before initiating a formal written grievance at Level One, the employee shall attempt to resolve the matter by informal conference with their immediate designated supervisor outside the bargaining unit. If the immediate supervisor is not available, the employee shall attempt to contact another supervisor or manager. The employee shall notify the Union, and a representative of the Union shall be given the opportunity to be present at any meeting under this section. Either party may declare that the informal level has been completed.

36.3.3. Upon appeal of any discharge, demotion, or suspension before the Civil Service Board any grievance filed under the terms of this Agreement shall be withdrawn.

36.3.4. **Level One -- Bureau Head or Designee.** If a dispute is not resolved at the informal level, the employee or Union shall file the grievance in writing to the Bureau Head or Designee within thirty (30) calendar days of the claimed violation.

36.3.4.1. The grievance statement shall specify:

1. Name of the grievant(s),
2. The date of the filing,
3. A description of the relevant facts upon which the grievance is based and an explanation of the grievance,
4. A list of the articles and sections of the contract

- allegedly violated,
- 5. An explanation of how the alleged facts violate the articles/sections, and
- 6. A description of the remedy sought.

36.3.4.2. The grievance shall be signed by (each of) the employee(s) and/or by the Union. The Grievant and the Union have a good faith obligation to be as complete and forthcoming as possible in making this statement and providing information regarding the grievance.

36.3.4.3. The parties shall meet to discuss the grievance with the appropriate bureau head or designee to whom the grievance is submitted and shall communicate their decision, along with the reasons therefore, to the employee and the Union in writing within thirty (30) calendar days after having received a timely appeal to Level One.

36.3.5. **Level Two -- Human Resources** . If the employee or the Union is not satisfied with the disposition at Level One, the employee or the Union may appeal the grievance to the Bureau of Human Resources at Level Two within thirty (30) calendar days after receiving notice of the Level One decision.

36.3.5.1. The Union or the Grievant with the concurrence of the Union shall have the right to perfect the grievance prior to Level Two with the understanding that the right to perfect is limited to the substantive issues previously raised in the grievance.

36.3.5.2. The Unions shall have a right to take up any disciplinary action brought against a Designated Representative by the City as a grievance at Level Two of the grievance procedure (see Article 23.7 of this Agreement) within thirty (30) calendar days of receipt of written notice to impose the disciplinary action.

36.3.5.3. A grievance involving a suspension, demotion or discharge shall be filed directly to Level Two no later than thirty (30) calendar days of receipt of written notice of imposed discharge, demotion, or suspension.

36.3.5.4. The appeal shall include a copy of the original grievance, the decision rendered at Level One, if any, a concise statement of the reasons for the appeal, and the specific relief requested.

36.3.5.5. Upon timely filing, the written grievance will be discussed between the employee, the Union involved and the Director of the Bureau of Human Resources or their designee within thirty (30) calendar days after filing, unless extended by mutual written consent. The Director of the Bureau of Human Resources or their designee shall respond to the grievance within thirty (30) calendar days after the grievance has been filed at Level Two.

36.3.5.6. Upon the timely filing of written grievance as specified herein, the Union shall have sole discretion as to the processing of such grievance and shall have the right to carry the grievance through the grievance procedure with or without the consent of the employee(s) originally filing the grievance.

36.3.6. **Level Three – Mediation.** If the Union is not satisfied with the Level Two, upon the mutual agreement of the parties it may be referred to mediation within thirty (30) calendar days after the Level Two disposition has been rendered.

36.3.6.1. The costs of the mediator will be equally split between the parties.

36.3.7. **Level Four – Arbitration.** If the grievance remains unresolved at Level Two or Level Three (mediation), the local Union involved shall

have the right to refer the matter to arbitration. In the event the local Union elects to do so, it must notify the Bureau of Human Resources of its decision in writing within thirty (30) calendar days of denial of the grievance at Level Two or thirty (30) calendar days after the close of mediation if the parties agreed to refer the grievance to Level Three.

- 36.3.8 After the grievance has been referred to arbitration, the parties or their representatives shall jointly request the State Conciliation Service for a list of names of seven (7) arbitrators. The parties shall select an arbitrator from that list by such method as they may jointly select, or if they are unable to agree upon a method, then by the method of alternate striking of names under which the grieving party shall strike the first name objectionable to it, and the City shall then strike the first name objectionable to it. The final name left on the list shall be the arbitrator.
- 36.3.9 The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, amend, add to or detract from the terms of this Agreement. The decision of arbitration shall be within the scope and terms of this Agreement and shall be in writing.
- 36.3.10 The City and local Union involved shall divide equally the arbitrator's fee, the cost of any hearing room and the cost of a shorthand reporter if requested by an arbitrator. All other expenses shall be paid by the party incurring them.
- 36.3.11 The time limits specified herein shall be jurisdictional unless waived by mutual agreement of the parties. The local Union involved shall have sole authority to determine whether a grievance shall be submitted to arbitration, and any such decision or settlement of the grievance between the Union and the Bureau of Human Resources/Bureau Director in good faith shall be binding on all parties.
- 36.3.12 The parties shall make a good faith effort to avoid unreasonable

delay in scheduling arbitration hearings.

Article 37. Warrant of Authority

- 37.1. The officials executing this Agreement on behalf of the City and the Unions signatory hereto, hereby warrant and guarantee that they have the authority to act for, bind and collectively bargain in behalf of the organizations which they represent.
- 37.2. It is also recognized by the parties that the only letters of understanding or other agreements considered valid and binding shall be those expressly executed as addenda to this Agreement and agreed to jointly by the District Council of Trade Unions on behalf of the Union(s) and by the Human Resources Director, on behalf of the City.
- 37.3. The parties agree that Memoranda of Understanding, Letters of Agreement, and other agreements considered valid and binding that affect all District Council of Trade Union-member unions shall be signed by the DCTU President, all affected Union Business Representatives, and the Director of Human Resources.
- 37.4. All Letters of Agreement, Memoranda of Understanding, and all agreements that affect a DCTU-member union(s) shall be signed by that union(s) representative and the Director of Human Resources and shall be considered binding.

Article 38. Savings Clause

- 38.1. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

- 38.2. The parties recognize that both are subject to the Americans with Disabilities Act (ADA) and that nothing in this Labor Agreement may supersede the requirements of that Federal Law. The parties agree to meet and confer regarding circumstances where the ADA and the Labor Agreement appear to conflict. A showing that a person is disabled, and that action taken as a reasonable accommodation is an absolute defense to a contract violation claim.

Article 39. Effective Date and Duration of Agreement

- 39.1. This Agreement, effective January 1, 2025, or upon ratification by both parties, shall remain in full force and effect through December 31, 2027.
- 39.2. In the event that City revenue sources should be decreased by the passage or impact of a tax limitation measure, legislatively mandated change, cut back in Federal and/or State revenue sharing, or any other conditions causing a worsening of the City's financial position, the City and the DCTU agree that they will meet and discuss the economic impact and, by mutual agreement, will provide concepts for alternative approaches in writing, and put forth a good faith effort to arrive at alternatives to a reduction in the work force. The parties will work together in an interest-based problem-solving approach to avoid layoffs, but this Article does not prohibit the City from laying off employees as determined appropriate by the City and in compliance with the provisions of Article 14—Layoff/Recall, nor dictate the timing of such layoffs. The hope of the parties is to find alternatives to layoff and/or options to lessen the impact on employees to be laid off. The parties may consider all options, including furloughing temporarily while retaining health insurance coverage and continuation of leave accruals at existing levels.

For the City of Portland:

For the DCTU:

Signed by: 6/19/2025

Keith Wilson

Keith Wilson
Mayor

Signed by: 5/30/2025

Garth Bachman

Garth Bachman
IBEW, Local 48

Signed by: 6/23/2025

Simone Rede

Simone Rede
City Auditor

DocuSigned by: 5/30/2025

Carol Krohn

Carol Krohn
IAMAW, District Lodge 24

Signed by: 6/2/2025

Tracy Warren

Tracy Warren
Human Resources Director

Signed by: 5/29/2025

James Anderson

James Anderson
IUOE, Local 701

Signed by: 5/30/2025

Pat Christensen

Pat Christensen
UA, Local 290

Signed by: 5/29/2025

Roman Ramos

Roman Ramos
IUPAT, District 5

Approved as to Form:

Signed by: 5/30/2025

Matthew Farley

Matthew Farley
Senior Deputy City Attorney

Portion agreed to and signed by
IBEW LU 48 is hereby approved
INTERNATIONAL OFFICE - I.B.E.W.

September 24, 2025

International President

Schedule “A” COLA

YEAR ONE – Effective July 1, 2025. Schedule “A” wage rates will be revised as follows: Salary rates for classifications in Schedule “A” for the period July 1, 2025 to June 30, 2026 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 2023 and the 2nd Half 2024) for the West Coast Size A, published by the Bureau of Labor Statistics, U.S. Department of Labor.

However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

YEAR TWO - Effective July 1, 2026, Schedule “A” wage rates will be revised as follows: Salary rates for classifications in Schedule “A” for the period July 1, 2026 to June 30, 2027 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 2024 and the 2nd Half 2025) for the West Coast Size A, published by the Bureau of Labor Statistics, U.S. Department of Labor.

However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

YEAR THREE - Effective July 1, 2027, Schedule “A” wage rates will be revised as follows: Salary rates for classifications in Schedule “A” for the period July 1, 2027 to June 30, 2028 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 2025 and the 2nd Half 2026) for the West Coast Size A, published by the Bureau of Labor Statistics, U.S. Department of Labor.

However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

Schedule “A” Premiums

Effective on ratification through December 31, 2027.

1. Premiums described in paragraphs 2 through 8 shall not be pyramided.
2. The following named classes and work situations will be paid a premium of four percent (4%) of the employee’s base wage for actual time performing such work rounded up to the next whole hour:
 - a. Employees operating a jackhammer.
 - b. Employees who are assigned to drive a fuel truck in order to perform fueling operations and to transport fuel.
 - c. Senior Inspectors are eligible for the above premiums.
3. 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 will receive a premium of four percent (4%) of the employee’s base wage, for a minimum of one (1) hour. Senior Inspectors are eligible for this premium.
4. Any employee who is required to work over forty-five (45) feet above the ground on bridges, fixed structures, or other horizontal surface and required to wear fall protection equipment while working from a temporary scaffolding, portable ladder or boom shall be paid 1.5 times the employee’s base rate of pay, for a minimum of one (1) hour. The appropriate pay for employees working over forty-five (45) feet on overtime is 1.5 times the employee’s base rate plus .5 time the employee’s base rate for a total of 2 times the employee’s base rate. Senior Inspectors are eligible for this premium.
5. Any employee who is required to work on a communication tower over forty-five (45) feet above the ground and wear fall protection equipment shall be paid 1.5 times the employee’s base rate of pay for a minimum of four (4) hours. Senior Inspectors are eligible for this premium.

6. Any employee other than an Inspector, Facilities Maintenance Technician, Facilities Maintenance Technician Apprentice, and Facilities Maintenance Technician Lead who is instructed to work underground or in a shored excavation will receive a premium of four percent (4%) of the employee's base wage, for a minimum of four hours.
7. 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:
 - i) engaged in work inside a permit required confined space as defined by OSHA; or
 - ii) connecting chlorine cylinders or responding to liquid chlorine alarms; or 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
 - iii) receiving bulk shipments of chemicals; or
 - iv) performing maintenance and repair on piping and systems that can contain potentially hazardous chemicals.
 - b. Employees in the Electrician and related classifications, not including Facilities Maintenance Technician, Facilities Maintenance Technician Apprentice, and Facilities Maintenance Technician Lead, working on "live" equipment with an Arc Flash rating of category three (3) or higher as described in the National Fire Protection Agency (NFPA) 70E Standard.
 - c. Senior Inspectors are eligible for these premiums.

8. Vehicle and Equipment Mechanics, when assigned emergency repair work on automotive or construction equipment that has broken down alongside the road or for outdoor repair work shall be paid a premium of five percent (5%) of the employee's base wage for all time so assigned. The premium for outside repair work will apply to the time charged to the work order. This premium does not apply to routine repairs, minor troubleshooting, diagnostic, and/or repair work performed at the mechanic's assigned garage. Examples of this work include, but are not limited to, topping off fluids, checking tire pressure, battery jumpstart, replacing light bulb(s) or windshield wiper(s), and diagnosing repair needs. Tasks that require less than one-half hour (.5) outside are not subject to this premium. When a Vehicle and Equipment Mechanic is assigned as a Mobile Vehicle and Equipment Mechanic (MVEM), the City will pay such employee a premium of three percent (3%) of the employee's base wage. An employee assigned as a Vehicle and Equipment Mechanic, Lead cannot be assigned as a Mobile VEM for the same period of time. Premiums 8 and 9 may not be stacked.
9. In the event the City places the responsibility for a crew of two (2) or more employees upon a member of that crew, to the extent that such member is held responsible for the work performance of the other members of that crew, it will pay such employee a premium of five percent (5%) of the employee's base wage. This shall not be deemed a requirement that the City designate a lead in charge of every crew.
 - a. An employee assigned lead duties in a workday will receive the lead premium for a minimum of half a shift or for a full shift if the employee is assigned to such duties for more than half their shift.
 - b. Assignment to lead duties is temporary and employees do not acquire status or rights to such assignment.
 - c. Senior Inspectors are eligible for this premium.
10. Electrical Inspectors and Plumbing Inspectors, including Senior Inspectors in Portland Permitting and Development (PP&D) shall receive a premium of two percent (2%) added to the employee's base wage for all hours worked for each additional one- and two-family inspection certification(s) they

obtain and are released to perform such inspections.

11. 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 for all hours worked. Certification pay for Water Distribution Level 4 Operator shall be four percent (4%) added to the employee's base wage for all hours worked. Certification pay for Water Treatment Level 2 Operator shall be two percent (2%) added to the employee's base wage for all hours worked. Certification pay for Water Treatment Level 3 Operator shall be three percent (3%) added to the employee's base wage for all hours worked. Certification pay for Water Treatment Level 4 Operator shall be four percent (4%) added to the employee's base wage for all hours worked.
 - b. Employees in the Operating Engineer III classification are required to have and maintain certification as both a Water Distribution Level 3 Operator and Water Treatment Level 2 Operator. Certification pay for Water Distribution Level 4 Operator shall be four percent (4%) added to the employee's base wage for all hours worked. Certification pay for Water Treatment Level 3 Operator shall be three percent (3%) added to the employee's base wage for all hours worked. Certification pay for Water Treatment Level 4 Operator shall be four percent (4%) added to the employee's base wage for all hours worked.
 - 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.
12. Inspectors, including Senior Inspectors, working for Portland Permitting & Development 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.

13. Automotive Service Excellence (ASE) Certification:

- a. Employees in the Classification of Auto Body Restorer who possess a valid Master Collision Repair/Refinishing Technician Certification, issued by the ASE, shall receive \$36.92 per FLSA workweek.
- b. Employees in the Classification of Vehicle and Equipment Mechanic or the Premium Assignment of Vehicle and Equipment Mechanic, Lead and who are assigned to work on fire apparatus, who possess a valid Master Medium/Heavy Duty Truck Technician Certification issued by the ASE and possess a valid Emergency Vehicle Test F-1 through F-2 certification shall receive \$41.91 per FLSA workweek; those who possess a valid F-3 through F-4 certification shall receive \$58.80 per FLSA workweek; those who possess a valid F-5 through F-6 certificate shall receive \$67.10 per FLSA workweek. All EVT certifications must be issued by the EVT Certification Commission, Inc.
- c. Employees in the Classification of Vehicle and Equipment Mechanic or the Premium Assignment of Vehicle and Equipment Mechanic, Lead and who possess a valid Master Heavy Duty Truck Technician Certificate or who possess a valid Master Automobile Technician Certificate, issued by the ASE, shall receive \$41.91 per FLSA workweek.
- d. The City will 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.

14. The City will pay employees in the Senior Electrical Inspector and Senior Plumbing Inspector classifications who are assigned the duties of the Chief Electrical Inspector or Chief Plumbing Inspector a premium of five percent (5%) above base wage for all hours worked as Chief. The City shall assign a Chief Plumbing and Chief Electrical Inspector any time the Bureau is providing services.

15. Employees who work for Portland Permitting and Development in the classifications of Electrical Inspector, Plumbing Inspector, Senior Inspector, and Combination Inspector shall receive a certification premium of two percent (2%) added to the base wage for all hours worked, rounded up to the next fifteen (15) minute increment, when they successfully complete at least two of the following specializations 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. This premium is not to exceed two percent (2%).
16. All employees covered under this bargaining agreement shall be eligible to participate in the City's language pay program.
17. Effective July 1, 2025, employees will receive longevity pay on the following schedule:
18. Longevity premium for all Regular employees who have a total employment of 10 years of service shall receive a two percent (2%) premium on base wages for all hours paid.
19. Three-year pilot effective upon ratification through December 31, 2027. Plumbing and Electrical Inspectors and Senior Plumbing and Senior Electrical Inspectors assigned and performing permitted work inspections in the Commercial Inspections group shall receive a four percent (4%) premium over their base wage for all hours worked.
20. A premium of three percent (3%) shall be applied to the base wage of all hours worked for a limited number of eligible employees in the classifications below who maintain their Commercial Driver License (CDL) and perform the duties of a commercial driver for the City as needed. The Bureau shall have sole discretion to establish the total number of employees in these classifications who are eligible for the premium.
 - a. The premium applies to the following DCTU represented classifications only:
 - Operating Engineer

- Electrician
 - Instrument Technician
 - Electrician/Instrument Technician
 - Instrument Technician Apprentice
 - General Mechanic
- b. Employees must maintain a Commercial Driver License (CDL), with all the required endorsements as determined by the Bureau, to be considered for the premium. Employees must also actively participate in the City's CDL drug testing program to utilize their CDL for city work assignments.

Hiring Entry Wage Exceptions

The employer shall have the ability to hire new employees at up to step three (3) for the following classifications: Electrical Inspector, Senior Electrical Inspector, Combination Inspector, Plumbing Inspector, Senior Plumbing Inspector, . Employees hired at up to step three (3) may go to the top step after the successful completion of their probationary periods.

Schedule “A” Wage Scales – 1/1/2025

Class #	Classification Name	EN	6M	Y1	Y2	Y3
30000170	Combination Inspector	\$51.29	\$53.89	\$56.51	\$59.41	
30000168	Electrical Inspector	\$48.07	\$50.50	\$52.94	\$55.62	
30000169	Electrical Inspector, Sr	\$53.98	\$56.68	\$59.54	\$62.46	
30000116	Electrician	\$48.18	\$52.04			
30000117	Electrician, Lead	\$50.61	\$54.61			
30000119	Electrician, Supervising	\$53.13	\$57.36			
30000121	Electrician/Instrument Technician	\$49.75	\$53.71			
30001458	Electrician/Instrument Technician, Lead	\$52.23	\$56.39			
30000234	Electronics Technician I: Communications	\$38.31	\$40.25	\$42.27		
30000235	Electronics Technician I: Traffic Signal	\$38.31	\$40.25	\$42.27		
30000236	Electronics Technician II: Communications	\$44.82	\$47.07	\$49.42		
30000237	Electronics Technician II: Traffic Signal	\$44.82	\$47.07	\$49.42		
30002610	Electronics Technician III: Communications	\$47.96	\$50.97	\$52.89		
30003300	Electronics Technician, Assistant	\$29.59	\$33.77	\$37.96		
30003500	Facilities Maintenance Spec	\$35.70	\$38.55	\$39.71		
30000071	Facilities Maintenance Technician	\$41.69	\$45.02	\$46.39		
30000072	Facilities Maintenance Technician, Lead	\$42.03	\$47.07	\$48.52		
30003377	Facilities Worker	\$32.22	\$33.42	\$34.65		
30000127	General Mechanic	\$34.32	\$39.05	\$41.50	\$42.78	
30000128	General Mechanic Lead	\$36.03	\$40.98	\$43.56	\$44.86	
30000239	Instrument Technician	\$48.18	\$52.04			
30000240	Instrument Technician, Lead	\$50.61	\$54.61			
30000152	Operating Engineer I	\$33.51	\$35.09	\$36.83		
30000153	Operating Engineer II	\$38.08	\$40.22	\$42.47	\$44.84	\$47.37
30000154	Operating Engineer III	\$42.87	\$45.01	\$47.26	\$49.62	\$52.09
30000112	Painter	\$38.03	\$41.28	\$42.51		
30000113	Painter, Lead	\$39.86	\$43.33	\$44.65		
30001159	Plumber	\$44.46	\$48.34	\$49.77		
30000164	Plumbing Inspector	\$48.07	\$50.50	\$52.94	\$55.62	
30000165	Plumbing Inspector, Sr	\$53.98	\$56.68	\$59.54	\$62.46	
30000166	Signals and Street Lighting Inspector	\$48.07	\$50.50	\$52.94	\$55.62	
30000131	Vehicle & Equipment Mechanic	\$38.55	\$41.91	\$43.20		
30000132	Vehicle & Equipment Mechanic, Lead	\$40.46	\$43.99	\$45.30		
30000130	Vehicle & Equipment Mechanic, Trainee*	\$26.78	\$30.08	\$34.06	\$37.95	

Apprentice Scales effective 1/1/2025

Facilities Maintenance Technician Apprentice	Entry to 5 months	6 months to 11 months	12 months to 17 months	18 months to 23 months	24 months to 29 months	30 months to 35 months	36 months to 41 months	42 months to 47 months
Top step journey rate	46.39	46.39	46.39	46.39	46.39	46.39	46.39	46.39
% of top step journey rate	60%	65%	70%	75%	80%	85%	90%	95%
Hourly Rate	27.83	30.15	32.47	34.79	37.11	39.43	41.75	44.07
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.								

Electrician/Instrument Technician, Apprentice	Entry to 5 months	6 months to 11 months	12 months to 17 months	18 months to 23 months	24 months to 29 months	30 months to 35 months	36 months to 41 months	42 months to 47 months
Top step journey rate	53.71	53.71	53.71	53.71	53.71	53.71	53.71	53.71
% of top step journey rate	60%	65%	70%	75%	80%	85%	90%	100%
Hourly Rate	32.23	34.91	37.60	40.28	42.97	45.65	48.34	53.71
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.								

Instrument Technician, Apprentice	Entry to 5 months	6 months to 11 months	12 months to 17 months	18 months to 23 months
Top step journey rate	52.04	52.04	52.04	52.04
% of top step journey rate	80%	85%	90%	95%
Hourly Rate	41.63	44.23	46.84	49.44
Advancement to journey rate is upon completion of the program and when approved by the TAC.				

Schedule “A” Wage Scales – 7/1/2025

Class #	Classification Name	EN	6M	Y1	Y2	Y3
30000170	Combination Inspector	\$52.52	\$55.18	\$57.87	\$60.84	
30000168	Electrical Inspector	\$49.22	\$51.71	\$54.21	\$56.95	
30000169	Electrical Inspector, Sr	\$55.28	\$58.04	\$60.97	\$63.96	
30000116	Electrician	\$49.34	\$53.29			
30000117	Electrician, Lead	\$51.82	\$55.92			
30000119	Electrician, Supervising	\$54.41	\$58.74			
30000121	Electrician/Instrument Technician	\$50.94	\$55.00			
30001458	Electrician/Instrument Technician, Lead	\$53.48	\$57.74			
30000234	Electronics Technician I: Communications	\$39.23	\$41.22	\$43.28		
30000235	Electronics Technician I: Traffic Signal	\$39.23	\$41.22	\$43.28		
30000236	Electronics Technician II: Communications	\$45.90	\$48.20	\$50.61		
30000237	Electronics Technician II: Traffic Signal	\$45.90	\$48.20	\$50.61		
30002610	Electronics Technician III: Communications	\$49.11	\$52.19	\$54.16		
30003300	Electronics Technician, Assistant	\$30.30	\$34.58	\$38.87		
30003500	Facilities Maintenance Specialist	\$36.56	\$39.48	\$40.66		
30000071	Facilities Maintenance Technician	\$42.69	\$46.10	\$47.50		
30000072	Facilities Maintenance Technician, Lead	\$43.04	\$48.20	\$49.68		
30003377	Facilities Worker	\$32.99	\$34.22	\$35.48		
30000127	General Mechanic	\$35.14	\$39.99	\$42.50	\$43.81	
30000128	General Mechanic Lead	\$36.89	\$41.96	\$44.61	\$45.94	
30000239	Instrument Technician	\$49.34	\$53.29			
30000240	Instrument Technician, Lead	\$51.82	\$55.92			
30000152	Operating Engineer I	\$34.31	\$35.93	\$37.71		
30000153	Operating Engineer II	\$38.99	\$41.19	\$43.49	\$45.92	\$48.51
30000154	Operating Engineer III	\$43.90	\$46.09	\$48.39	\$50.81	\$53.34
30000112	Painter	\$38.94	\$42.27	\$43.53		
30000113	Painter, Lead	\$40.82	\$44.37	\$45.72		
30001159	Plumber	\$45.53	\$49.50	\$50.96		
30000164	Plumbing Inspector	\$49.22	\$51.71	\$54.21	\$56.95	
30000165	Plumbing Inspector, Sr	\$55.28	\$58.04	\$60.97	\$63.96	
30000166	Signals and Street Lighting Inspector	\$49.22	\$51.71	\$54.21	\$56.95	
30000131	Vehicle & Equipment Mechanic	\$39.48	\$42.92	\$44.24		
30000132	Vehicle & Equipment Mechanic, Lead	\$41.43	\$45.05	\$46.39		
30000130	Vehicle & Equipment Mechanic, Trainee*	\$27.42	\$30.80	\$34.88	\$38.86	

Apprentice Scales effective 7/1/2025

Facilities Maintenance Technician Apprentice	Entry to 5 months	6 months to 11 months	12 months to 17 months	18 months to 23 months	24 months to 29 months	30 months to 35 months	36 months to 41 months	42 months to 47 months
Top step journey rate	47.50	47.50	47.50	47.50	47.50	47.50	47.50	47.50
% of top step journey rate	60%	65%	70%	75%	80%	85%	90%	95%
Hourly Rate	28.50	30.88	33.25	35.63	38.00	40.38	42.75	45.13

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.

Electrician/Instrument Technician, Apprentice	Entry to 5 months	6 months to 11 months	12 months to 17 months	18 months to 23 months	24 months to 29 months	30 months to 35 months	36 months to 41 months	42 months to 47 months
Top step journey rate	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00
% of top step journey rate	60%	65%	70%	75%	80%	85%	90%	100%
Hourly Rate	33.00	35.75	38.50	41.25	44.00	46.75	49.50	55.00

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.

Instrument Technician, Apprentice	Entry to 5 months	6 months to 11 months	12 months to 17 months	18 months to 23 months
Top step journey rate	53.29	53.29	53.29	53.29
% of top step journey rate	80%	85%	90%	95%
Hourly Rate	42.63	45.30	47.96	50.62

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

Additional Percentage Increases

Class #	Classification Name	7/1/2026	7/1/2027
30000116	Electrician	2.50%	2.50%
30000117	Electrician, Lead	2.50%	2.50%
30000119	Electrician, Supervising	2.50%	2.50%
30000121	Electrician/Instrument Technician	2.50%	2.50%
30001458	Electrician/Instrument Technician, Lead	2.50%	2.50%
30003500	Facilities Maintenance Spec	2.00%	1.00%
30000071	Facilities Maintenance Technician	2.00%	1.00%
30000072	Facilities Maintenance Technician, Lead	2.00%	1.00%
30003377	Facilities Worker	2.00%	1.00%
30000127	General Mechanic	1.00%	
30000128	General Mechanic Lead	1.00%	
30000239	Instrument Technician	2.50%	2.50%
30000240	Instrument Technician, Lead	2.50%	2.50%
30000154	Operating Engineer III	1.00%	1.00%
30000112	Painter	1.00%	1.00%
30000113	Painter, Lead	1.00%	1.00%
30000131	Vehicle & Equipment Mechanic	3.00%	2.50%
30000132	Vehicle & Equipment Mechanic, Lead	3.00%	2.50%
30000130	Vehicle & Equipment Mechanic, Trainee*	3.00%	2.50%

Schedule “B”: Applicability of Contract to Temporary Employees

With respect to temporary employees in full-time budgeted positions in DCTU-represented classifications without permanent status with the City, who are represented as provided for by Article 1.1.6, Articles of this contract do not specifically apply unless a direct reference to temporary employees is contained therein, with the following exceptions:

Preamble Applies.

1. Recognition applies as indicated except:
 - 1.1.1 Probationary period applies to permanently hired only, does not apply to temps.
 - 1.1.4 Emergency Employment Employee and 1.1.5 Seasonal are not covered by the agreement as represented.
- 1.3 Merger language does not apply.
2. Union Security applies.
3. Dues Check-Off applies.
4. Management Rights clause applies.
5. Productivity. No change.
6. Job Security and Outside Contracting applies except for 6.1 (loss of job due to contracting out).
7. Standard Day Shift Hours applies except for 7.1 and its sub-parts (Workweek / schedules).
8. Shifts applies except for 8.1 (day shift limitations and shift changes).
9. Overtime applies except for 9.2/9.2.1 (overtime equalization) and 9.5 as indicated.
10. Reporting Pay applies.
11. Working Out of Classification applies.
12. Seniority does not apply.
13. Promotion does not apply.
14. Layoff/Recall does not apply.
15. Holidays applies.
16. Vacation applies, except for 16.12 (vacation selection) and 1 (vacation cancellation).
17. Health and Life Insurance applies. Status quo as is currently provided for in the City's benefit plans (for example, concerning temporary job share employees in one-half of a full-time budgeted

- position).
18. Sick Leave applies, except that 18.2 (Industrial Accident Leave) is limited to what is allowed at the time of the ratification of the successor to the 1988-92 contract.
 19. Family Leave applies.
 20. Leaves applies, except for:
 - 20.2.1.2 Return up to six months, does not apply.
 - 20.2.2 through 20.2.3 Union Leave does not apply.
 21. Jury Duty applies only as indicated.
 22. Safety-Sanitation applies, except for 22.14 (right to non-driving position if driver's license is lost).
 23. Union Representation applies.
 24. Payday applies.
 25. Strikes and Walkouts Barred applies.
 26. Maintenance of Standards applies, however, the standards for temporaries may vary from that which applies to employees with permanent status.
 27. Wage Scales applies, but some provisions are not relevant.
 28. Recoupment of Overpayment/Underpayment applies.
 29. Tools applies.
 30. Clothing applies, except for 30.2 (safety shoes) as indicated.
 31. Unemployment Compensation applies.
 32. Training, Schools and Conventions applies.
 33. Professional Development Fund does not apply.
 34. Evaluations/Counseling does not apply except for 33.1 and 33.2.
 35. Discipline and Discharge does not apply except as indicated.
 36. Grievance Procedure applies except as limited by the provisions of Article 34.
 37. Warrant of Authority. No change resulting from extending representation to temporary employees.
 38. Savings Clause. No change resulting from extending representation to temporary employees.
 39. Effective Date and Duration. No change resulting from extending representation to temporary employees.

Schedule A. Applies.

LETTERS OF UNDERSTANDING/AGREEMENT – ALL BUREAUS

#1 - Placeholder VEBA

August 19, 2021

The City agrees to create a Labor Management workgroup to explore a Voluntary Employee Beneficiary Association (VEBA) for employees covered by the DCTU.

The City shall allow DCTU members to participate in a Plan(s) which is defined to include a Voluntary Employee Beneficiary Association (VEBA), a Section 457 plan or any other form of non-qualified deferred compensation program.

The Union will be responsible for the administration and management of the VEBA.

The City shall withhold X amount of each individual DCTU member's gross wages per pay period. This amount shall be contributed on the member's behalf to the VEBA each pay period or monthly, the interval to be determined by the City. The withholding shall be made on a pre-tax basis.

Participation is mandatory for all bargaining unit members.

#2 – Seniority While Working Out-of-Classification

March 14, 1989

LETTER OF UNDERSTANDING

District Council of Trade Unions and the City of Portland

- I. PARTIES: The parties to this Letter of Agreement are the City of Portland (hereinafter the City), and the District Council of Trade Unions (hereinafter the DCTU).
- II. PURPOSE: This letter is to set forth the parties' intent as to the application of the provisions of the Labor Agreement, specifically:

Article 1. Recognition Article 3. Dues
Check-off Article 11. Working Out of
Classification Article 12 Seniority

III. AGREEMENT

1. The parties agree that the following definitions shall apply:

Temporary Upgrade -- Employees temporarily assigned to higher classifications, in some cases non-represented classifications.

Temporarily Appointed -- Employees appointed to non-represented classifications through the Classification and Compensation (Class/Comp) team using the CAPR process.

2. Employees who are temporarily upgraded shall receive compensation in accordance with the Labor Agreement and shall still retain status as a represented employee under the collective bargaining agreement.
3. Employees who are temporarily appointed shall be notified in writing that pursuant to Article 11.2.3.2 that the provisions of the Labor Agreement (with the exception of Article 13.5) shall not apply to them.

4. Employees upon completion of the ninety (90) day period specifically mentioned in Article 13.5 shall no longer be required to pay Union dues and/or Fair Share.
5. After the 90-day period, the DCTU shall not be required to represent employees temporarily appointed to non-represented positions.
6. Employees who are temporarily appointed shall be given by the City a copy of this Letter of Agreement upon appointment and be required to sign a form acknowledging receipt of this Letter. A copy of that signed acknowledgment will be sent to the affected DCTU Union.

#3 – MEMORANDUM OF UNDERSTANDING – ENVIRONMENTAL SERVICES

October 3, 1996/April 20, 2014/October 3, 1996/April 30, 2014/January 2025

District Council of Trade Unions (DCTU), and the City of Portland

This Memorandum of Understanding clarifies the following practices in the Bureau of Environmental Services for the International Brotherhood of Electrical Workers (IBEW), Local 48, an affiliate of the District Council of Trade Unions.

Employees will be allowed adequate time to cleanup on city time. “Adequate time” is related to the need to clean contamination off the employee’s person and is determined by the activities performed by the employees during their shift. “Adequate time” shall not normally exceed 15 minutes, and in the case of employees who are not showering, is limited to the time necessary to wash their hands and change out of their uniforms. Specific guideline regarding “adequate time” will be determined through discussions between managers and their work team members.

Employees who work “Short Notice” overtime (notice of less than 88 hours) will have the option of pay at the applicable overtime rate or taking compensatory time computed at the applicable overtime rate for the overtime hours worked as provided under Article 9.

Employees who work “Advance Notice” overtime (notice of 88 hours or more) will be paid, at the City’s discretion, at the applicable overtime rate or with compensatory time computed at the applicable overtime rate for the overtime hours worked, or as provided for under Article 9.

Employees who are required to wear uniforms will be allowed up to 5 minutes per day at the beginning of the shift to change into their uniform on City time.

The City agrees that it will provide eight (8) hours of training per year to employees in the E & I work group to address the mandatory training required to maintain an electrical license.

#4 - LETTER OF AGREEMENT/UNDERSTANDING – BUREAU OF FLEET AND FACILITIES

Operating Engineers, Local 701 and the City of Portland

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Bureau of Fleet and Facilities, Facility Division, and the Operating Engineers, Local 701 (Union) on behalf of the employees in the Facilities Maintenance Technician classification (FMT).

Agreement

This Letter of Agreement serves to outline compensation practices for the On-Call Mechanic (OCM) for instances other than standard return to work call outs.

The parties agree to the following:

1. Work performed from home by the On Call Mechanic (OCM) via the use of electronic means is considered a return to work and will be compensated with thirty (30) minutes at the employee's overtime rate.
2. The OCM may at times need to call another off-duty FMT. With Supervisor approval, the FMT who receives the call from the OCM shall receive pay in accordance with Article 10.2.4. This in no way is a requirement of off-duty FMTs to be available for such calls.
3. This agreement is in full effect for the life of the existing DCTU contract and will remain in full effect unless opened by either party during bargaining for a successor agreement.

#5 - LETTER OF AGREEMENT – PARKS AND RECREATION April 19, 2008

The parties to this Agreement are Portland Parks & Recreation (PP&R) and District Council of Trade Unions (DCTU) members IBEW Local 48 and Painters District Council 5.

BACKGROUND

Article 12.2.3 of the Labor Agreement between the City of Portland and the District Council of Trade Unions states:

A bureau and the appropriate union may mutually agree to implement an alternative method of filling vacancies identified in 12.2.1 and 12.2.2. The agreement can cover a work unit(s), a classification(s), or an entire bureau. Any such agreement will be made in writing and will be copied to the DCTU and the Human Resources Director prior to implementation.

As a result of discussions during the PP&R Labor Management Committee meetings, the parties agree to the following:

AGREEMENT

1. The parties agree that for the purpose of filling vacancies in classifications represented by the Union under Articles 12.2.1 and 12.2.2, PP&R will be a single work unit. The work “division” as used in these two Articles will be defined as “bureau.”
2. If PP&R determines the need to reorganize work and assignments, it will provide written notice to the DCTU a minimum of thirty (30) days in advance of implementation in order to discuss the application of Article 12.

#6 - LETTER OF AGREEMENT – TECHNOLOGY SERVICES

April 30, 2014

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Bureau of Technology Services (Bureau) and IBEW Local 48 (Union).

1. The City can require employees to pass a criminal history check and/or background investigation based on business necessity. An employee who is required to undergo a criminal history check and/or background investigation will be informed of the reason it is required.
2. Employees who fail to pass a criminal history check and/or background investigation shall be laid off in accordance with the provisions of Article 14. Management reserves the sole right to assign job duties and to determine if an employee is qualified to perform the job duties.
3. If employees are laid off under the provisions of this Agreement and have no bumping options available under Article 14, they may request the following assistance from their Bureau's Human Resources Business Partner within seven (7) calendar days of receipt of notice that there is no position available to which the employee is qualified to bump and that they will be subjected to layoff.
4. The Bureau of Human Resources (BHR) will provide the following assistance to place the employee in any vacancy for which the employee is qualified:
 - a. Assess the employee's qualifications.
 - b. Review the employee's résumé and provide feedback. Assist the employee to revise their résumé, if requested.
 - c. Provide the employee with information on the recruitment process.
 - d. Inform the employee of appropriate vacancies.
 - e. Allow the employee to participate in limited recruitments.
 - f. Provide the name and qualifications of the employee to hiring managers for consideration when filling vacancies.

- g. Hiring bureaus will be required to interview qualified candidates and give them priority consideration when filling vacancies.
- 5. BHR assistance, if requested in a timely manner, will be provided until the employee is recalled under the provisions of Article 14 or for a period of six (6) months from the date of the final notice of layoff, whichever occurs first.
- 6. If the employee obtains a permanent position with the assistance described above, their name will be removed from the recall list for recall to their former classification.
- 7. BHR assistance does not guarantee that the employee will be placed in a vacant City position.

#7 - LETTER OF AGREEMENT/UNDERSTANDING – TRANSPORTATION

August 30, 2011

Stand-by in Maintenance for Signal Electricians

The parties to this Letter of Agreement are the Portland Bureau of Transportation (Bureau), the City of Portland (City) and IBEW, Local 48 (Union).

Recitals

1. The City and the Union are parties to a Collective Bargaining Agreement (CBA), the term of which is July 1, 2010 to June 30, 2013.
2. On November 24, 1969, the Bureau, City, and Union entered into an Agreement concerning the compensation for Signal Electricians on Stand-by.
3. Over time, the implementation of the Agreement included a practice that was not specifically addressed within the body of the Agreement.
4. This practice included the creation of a compensatory time bank called Electrical Compensatory Time, in which employees could accrue up to 40 hours. These hours were separate and independent of compensatory time as provided in the CBA in Article 9.
5. The purpose of this Agreement is to memorialize the practice as it has been occurring.

Agreement

1. For the purpose of this Agreement, stand-by shall be defined as a requirement that an employee remain available and fit for duty during non-working time, with City communications device(s) and/or at a phone number left with the bureau.
2. The City will create a compensatory quota bank for the affected employees, which shall be called Electrical Compensatory Time (ECT). This accrual will apply only to those hours accrued on Sundays.

3. The ECT quota bank shall have a maximum of 40 accrued hours at any one time. If an employee surpasses that accrual, any hours in excess of 40 shall be paid out in cash.
4. Electrical Compensatory Time off must be arranged by mutual agreement between the employee and her/his supervisor and will not be unreasonably denied.
5. When employees work Monday through Friday 8:00 a.m. to 4:30 p.m., they will receive a ½ hour for lunch and paid on the regular pay schedule.
6. When employees are on stand-by on Sundays between the hours of 8:00 a.m. and 4:30 p.m., they will receive 8 hours of compensatory time, which will be coded as Electrical Compensatory Time and allocated to that quota bank.
7. When an employee is on stand-by between the hours of 4:30 p.m. and 8:00 a.m., 7 days per week, including Saturdays from 8:00 a.m. to 4:30 p.m., the employee will be paid 20 hours at the straight time rate.
8. When employees are on stand-by on designated holidays between the hours of 8:00 a.m. and 4:30 p.m., they will receive 8 hours of compensatory time, which will be coded as deferred holiday and allocated to that quota bank.
9. While on stand-by, an employee who responds to emergency calls between the hours of 4:30 p.m. and 8:00 a.m., 7 days per week, including designated holidays, will be paid two times their base rate of pay for the first hour of each call. For each call exceeding one (1) hour in duration, time and one-half the base rate will be paid for hours worked beyond the first hour.

This Agreement supersedes and nullifies the November 24, 1969 Agreement. This Agreement will be effective upon ratification by City Council.

#8 - LETTERS OF AGREEMENT – WATER

January 18, 2013/Amended February 3, 2025

The parties to this Letter of Agreement are the City of Portland (City) on behalf of the Water Bureau (Bureau) and Operating Engineers Local 701 (Union) on behalf of the employees in the Operating Engineer classification working at the Water Control Center (WCC) or Groundwater Pump Station during groundwater operations.

BACKGROUND

- 1. The City and the District Council of Trade Unions (DCTU) are parties to a collective bargaining agreement (DCTU contract) for the period January 1, 2025, through December 31, 2027. The Union is an affiliated union of the DCTU.
- 2. The City and Union wish to create an alternative work schedule for Operating Engineers working at the WCC or Groundwater Pump Station during groundwater operations that provides 24/7 coverage, offers flexibility, is cost efficient, and increases employee satisfaction.
- 3. The parties agree as follows:

AGREEMENT

- 1. The Operating Engineers working at the WCC will work schedules in positions delineated as follows:
 - Day 1 Shift
 - Day 2 Shift
 - Night 1 Shift
 - Night 2 Shift
 - Relief 1 Shift
 - Relief 2 Shift
- 2. The Operating Engineers working at the WCC will work the following shifts:

- a. The Operating Engineers on Day 1 Shift and Night 1 Shift will work a bi-weekly schedule consisting of three (3) days off, three (3) twelve (12) hour workdays, four (4) days off, three (3) twelve (12) hour workdays, and one (1) eight (8) hour workday.
 - b. The Operating Engineers on Day 2 Shift and Night 2 Shift will work a bi-weekly schedule consisting of three (3) twelve (12) hour workdays, three (3) days off, one (1) eight (8) hour workday, three (3) twelve (12) hour workdays, and four (4) days off.
 - c. The Operating Engineers working Relief 1 Shift will work a bi-weekly schedule consisting of their regular schedule. The Operating Engineers working Relief 2 Shift will work a bi-weekly schedule consisting of their regular schedule.
3. Days and hours worked for each 80-hour pay period are set out in the attached shift schedule. The standard day shift hours set out in Article 7.1 and the shift starting times set out in Article 8.1 of the DCTU contract do not apply and are expressly waived.
4. Operating Engineers working Days 1 Shift and Day 2 Shift will receive differential pay as set forth in Article 8.2 of the DCTU contract for all hours worked from 12:00 p.m. to 6:00 p.m. during their regularly scheduled shift. In addition to the shift differential, Operating Engineers working Day 1 Shift and Day 2 shift in the WCC or Groundwater will receive an additional one dollar (\$1.00) per hour on all hours paid.
5. Operating Engineers working Night 1 Shift and Night 2 Shift Graveyard will receive differential pay as set forth in Article 8.2 of the DCTU contract for all hours worked during their regularly scheduled shift. In addition to the shift differential, Operating Engineers working Night 1 Shift and Night 2 shift in the WCC or Groundwater will receive an additional two dollars (\$2.00) per hour on all hours paid.
 - a. Operating Engineers who work overtime shifts on either Night 1 or Night 2 schedules shall receive Graveyard shift differential as described above. Any Operating Engineer working the graveyard shift in the WCC or Ground

Water shall be paid according to the graveyard shift above. The standard day shift hours set out in Article 7.1 and the shift starting times set out in Article 8.1 of the DCTU contract do not apply and are expressly waived.

6. Operating Engineers working Relief 1 Shift and Relief 2 Shift will receive Relief differential pay as set forth in Article 8.2 of the DCTU contract for the workweek that includes the nine (9) hour workday with a start time of 13:30. Those working four (4) ten (10) hour days will have a start time of 12:30. They will not receive relief differential pay for the additional hour between 12:30 and 13:30, resulting from the addition of the 10-hour workday. Employees on either schedule will be paid a total of 36 hours of Relief differential for the workweek they are the Relief shift, whether on a ten (10) hour day, or a nine (9) hour day for that week.
7. There will be no Relief 1 Shift or Relief 2 Shift assigned to provide coverage when holidays are observed on Wednesdays. The pair of Operating Engineers assigned to work those Wednesdays (Day 1 Shift and Night 1 Shift, or Day 2 Shift and Night 2 Shift) will be assigned to cover the entire holiday including the relief shift time slot. These Operating Engineers will receive eight (8) hours holiday pay which reflects their regularly assigned hours on non-holiday Wednesdays. In addition to holiday pay, the Operating Engineers working those Wednesday holidays shall be paid at the premium rate of time and one-half for any additional hours worked outside their regularly assigned hours. This additional pay represents the equivalent of holiday pay. These employees may elect to receive this additional pay as wages or compensatory time to be taken at a mutually agreed upon time.
8. There will be no Relief 1 Shift or Relief 2 Shift Relief Shift assigned when the Operating Engineers on Day 1 Shift and Night 1 Shift, or Day 2 Shift and Night 2 Shift are assigned to report to the Groundwater Pump Station during groundwater operations. The pair of Operating Engineers assigned to work (Day 1 Shift and Night 1 Shift, or Day 2 Shift and Night 2 Shift) will be assigned to cover the entire relief shift time slot on Wednesdays. These Operating Engineers will receive eight (8) hours of regular pay, which reflects their regularly assigned hours on Wednesdays and shall be paid at the overtime

rate for any hours worked outside of or more than those regularly assigned hours in accordance with Article 9.1.

9. All Operating Engineers working 12-hour shifts (Day 1 Shift, Night 1 Shift, Day 2 Shift and Night 2 Shift) will have two (2) paid twenty (20) minute lunch periods during their assigned shift and three paid fifteen (15) minute rest periods, one (1) rest period for each segment of four (4) hours or major part thereof worked.
10. All Operating Engineers working the 9-hour Relief 1 Shift or Relief 2 Shift on Wednesdays will have one (1) paid twenty (20) minute lunch period during their assigned shift and two paid fifteen (15) minute rest periods, one (1) rest period for each segment of four (4) hours or major part thereof worked.
11. All Operating Engineers working shifts at the WCC or at the Groundwater Pump Station during groundwater operations are expected to respond to plant and control system alarms, phone calls, and any other operational needs that may arise during their lunch or rest periods.
12. All Operating Engineers working shifts at the WCC or at the Groundwater Pump Station during groundwater operations are ineligible for unpaid absences during the regular workday for personal reasons. Article 8.3 of the DCTU contract does not apply and is expressly waived.
13. In the event the starting or quitting time of any existing schedule is changed, the Union will be advised in email form. Notice of change in shift starting times or days off will be given prior to the end of the employee's workweek before the workweek in which the change becomes effective and such change will be effective for not less than one week, in accordance with the requirements of the DCTU contract. In the event any employee's workdays are changed so that the employee does not have two consecutive days off between schedules, the first day of the changed weekly schedule shall be paid for at time and one-half, in accordance with the DCTU contract.

Overtime scheduling:

1. Operating Engineers whose regular schedule includes working in the WCC / Ground Water Operations, shall be offered first when it comes to overtime opportunities within the WCC / Ground Water Operations. If an employee above cannot cover the time needed, management shall offer the overtime to other qualified Operating Engineers using the overtime equalization per DCTU 9.5. The City shall endeavor to keep employees from working around-the-clock whenever possible.
2. If there are no volunteers to cover this overtime needed, management shall use a seniority-based list, prioritizing the least senior to the most senior employee, to choose who shall be responsible for coverage. Each employee who fulfills their shift/schedule obligations shall be moved to the bottom of the seniority list and rotate through accordingly. Employees working on a priority project as determined by management will not be considered part of the seniority-based list for that day.

Shift change scheduling:

1. When management needs to make a shift change to fill a non-overtime shift, management shall send out an email asking for volunteers to work on the necessary time slot needed on a first come, first served basis. After that, management shall use a seniority-based list, prioritizing the least senior to the most senior employee, to choose who shall be responsible for coverage. Each employee who fulfills their shift / schedule obligations shall be moved to the bottom of the seniority list and rotate through accordingly. Employees working on a priority project as determined by management will not be considered part of the seniority-based list for that day.
2. The City and the Union agree that either party may terminate a schedule created under this Agreement at any time for any reason upon thirty (30) days written notice to the other party. The employee(s) will then revert to a shift schedule established by the Bureau under Article 7.1.
3. This Agreement will be effective upon approval by Ordinance by the Portland City Council.

WTO Shift Overlap, Lusted 4-day & Maintenance Relief

	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
				Pay Period End			
Lusted Hill		10.00 06:00-16:00	10.00 06:00-16:00	10.00 06:00-16:00	10.00 06:00-16:00		
MR 1		10.00 07:45-17:45	9.00 07:45-16:45	9.00 07:45-16:45	12.00 13:45-01:45		
MR 2	10.00 06:00-16:00				10.00 06:00-16:00	10.00 06:00-16:00	10.00 06:00-16:00
Day (1)	12.25	12.25	12.25	12.25	6.50	12.25	12.25
Day (2)	07:45-20:00	07:45-20:00	07:45-20:00	07:45-20:00	07:45-14:15	07:45-20:00	07:45-20:00
Night (1)	12.25	12.25	12.25	12.25	6.50	12.25	12.25
Night (2)	19:45-08:00	19:45-08:00	19:45-08:00	19:45-08:00	01:30-08:00	19:45-08:00	19:45-08:00
MO 1		10.00 06:30-16:30	10.00 06:30-16:30	10.00 06:30-16:30	10.00 09:45-19:45		
MO 2			10.00 07:00-17:00	10.00 07:00-17:00	10.00 07:00-17:00	10.00 07:00-17:00	
Lead		9.00 06:00-15:00	9.00 06:00-15:00	9.00 06:00-15:00	9.00 06:00-15:00	8.00 06:00-14:00	

	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
					PayPeriodStart		
Day 1 & 2	1200 06:00-1800	1200 0600-18:00	1200 06 00-18:00	800 06 00-1400	1200 06:00-1800	1200 06:00-18:00	1200 18:00-06:00
Night 1 & 2	1200 18:00-0600	1200 1800-06:00	1200 1800-06:00	800 2200-0300	1200 18:00-0600	1200 18:00-06:00	1200 18:00-06:00
Relief1	OFF	9.00 06 45-16:15	9.00 0645-16:15	9.00 06 45-16:15	9.00 0645-16:15	8.00 06 45-15:15	OFF
Relief2	OFF	9.00 06 45-16:15	9.00 0645-16:15	9.00 1330-2230	9.00 06 45-16:15	OFF	OFF
	n.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
					PayDay		
Day 1 & 2	1200 06:00-1800	1200 0600-18:00	1200 06 00-18:00	8:00 0600-1400	1200 0600-18:00	1200 06:00-18:00	12:00 0600-1800
Night 1 & 2	1200 18:00-0600	1200 1800-06:00	1200 1800-06:00	8:00 2200-0600	1200 1800-06:00	1200 18:00-06:00	12:00 1800-0600
Relief1	OFF	9.00 06 45-16:15	9.00 0645-16:15	9.00 13 30-2230	9.00 0645-16:15	OFF	OFF
Relief2	OFF	900 0645-16:15	900 0645-16:15	900 0645-16:15	900 0645-16:15	800 06 45-15:15	OFF
	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
				PayPeriodEnd			
Day 1 & 2	12:00 06:00-1800	12:00 0600-18:00	12:00 06 00-18:00	8:00 06 00-1400	12:00 06:00-1800	1200 06:00-18:00	12:00 0600-1800
Night 1 & 2	1200 18:00-0600	1200 1800-06:00	1200 1800-06:00	800 2200-06 00	1200 18:00-0600	1200 18:00-06:00	12:00 1800-0600
Relief1	OFF	900 0645-16:15	900 0645-16:15	900 0645-16:15	900 0645-16:15	800 06 45-15:15	OFF
Relief2	OFF	9.00 0645-16:15	9.00 0645-16:15	9.00 1330-2230	9.00 0645-16:15	OFF	OFF

Union Local Addresses & Telephone Numbers

IBEW, Local 48
15937 NE Airport Way
Portland, OR 97214
503-256-4848

Machinists District Lodge No. 24
25 Cornell Avenue
Gladstone, OR 97027
503-656-1475

Operating Engineers, Local 701 555
E First Street
Gladstone, OR 97027
503-650-7701

Plumbers Local 290
20210 SW Teton Avenue Tualatin, OR 97062
503-697-5700

Painters and Allied Trades, District Council 5
11105 NE Sandy Blvd., Suite 1
Portland, OR 97220
503-257-6644

A digital copy of this Agreement is available for download at
www.portlandoregon.gov/bhr